



**AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 27, 2015
9:00 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. **AI -51922** Requesting approval to accept and execute final negotiated Professional Services Agreement from Raba Kistner Consultants, Inc. as it relates to Construction Material Testing Services for projects in Pct. 1. Approved for negotiations by HCDD1 Board on August 18, 2015.
7. **AI -51924** Requesting approval to purchase the following from Verizon through the Districts membership with State of Texas Department of Information Resources DIR-SDD-1779.

Equipment Description:	Equipment Cost:	Employee ID:	New Plan Description:	Rate Plan:
Mobile Broadband	0	088277	Unlimited Data	\$37.99 per month
Mobile Broadband	0	018732	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	103268	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151350	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	029882	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151725	Unlimited Data	\$37.99 per month

Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151767	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151662	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151500	Unlimited Data	\$37.99 per month

8. **AI -51971** 2013 Bond Series:
A. On the Delta Watershed Project, approval and ratification of the July 7, 2015 amendment to Water Use Permit Application No. 13195 pending before the Texas Commission on Environmental Quality (TCEQ) and approval to remit \$4,024.88 to TCEQ for additional fees owed on the application.
B. Request approval to issue a manual check to TCEQ for \$4,024.88
9. **AI -51930** A. Acceptance of Certificate of Substantial Completion from Rojas Heavy Equipment LLC D/B/A Rojas Construction & Paving for Construction Project HCDD1-14-011-04-29 Pct.4 North Seminary Drainage Improvements. Project Engineer: Quintanilla, Headley and Associates, Inc.
B. Acceptance of Certificate of Completion from Rojas Heavy Equipment LLC D/B/A Rojas Construction & Paving for Construction Project HCDD1-14-011-04-29 Pct.4 North Seminary Drainage Improvements. Project Engineer: Quintanilla, Headley and Associates, Inc.
C. Request approval to issue manual payment on the following items once audit procedures are complete:
Application for Payment No. 5-Final in the amount of \$17,478.90 from Rojas Construction & Paving related to Construction Contract No. HCDD1-14-011-04-029. PO#625109. Project Engineer: Quintanilla, Headley and Associates, Inc.
10. **AI -51931** A. Acceptance of Certificate of Substantial Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1.
B. Acceptance of Certificate of Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. Project Engineer: Jose Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1.
Request approval to issue manual payment on the following items once audit procedures are complete:
C. Application for Payment No. 3-Final in the amount of \$24,527.70 from PEGA JPS Utilities, LLC for Construction Contract No. HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. PO#627082. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1
D. Application for Payment No. 4-Retainage Release in the amount of \$20,790.80 from PEGA JPS Utilities, LLC for Construction Contract No. HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. PO#627082. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1.

- 11. **AI -51933** Request approval to issue manual payment on the following items once audit procedures are complete:
 A. Application for Payment No. 1 in the amount of \$86,832.00 from Foremost Paving, Inc. related to Construction Contract No. HCDD1-14-032-02-17 Slope Repair of the Main Floodwater Channel Weir No. 5. PO#626788. Project Engineer: Entech Civil Engineers.

- 12. **AI -51938** A. Acceptance of Order No. 2-Notice To Resume Work from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Monte Cristo & Weslaco North Lateral Drain. Project Engineer: Tedsi Infrastructure Group.

Approval to issue manual payment on the following items once audit procedures are complete:

B. Application for Payment No. 1 in the amount of \$82,881.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Weslaco North Lateral Drain. PO#626177. Project Engineer: Tedsi Infrastructure Group.

C. Application for Payment No. 1 in the amount of \$65,637.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Monte Cristo Drain. PO#626178. Project Engineer: Tedsi Infrastructure Group.

- 13. **AI -51983** Approval to issue manual payment on the following item once audit procedures are complete:
 Application for Payment No. 1 in the amount of \$191,056.50 from PEGA JPS Utilities, LLC related to Construction Contract No. HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Road Area Drainage Improvement Project. PO#627525. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1.

- 14. **Closed Session:**
 Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. **Real Estate Acquisition**

- B. **Pending and/or Potential Litigation**

- 15. **Open Session:**

- A. **Real Estate Acquisition**

- B. **Pending and/or Potential Litigation**

- 16. **Closed Session:**
 Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

- 17. **Open Session:**
 Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

18.

Adjourn

AI -51922

6.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept and execute final negotiated Professional Services Agreement from Raba Kistner Consultants, Inc. as it relates to Construction Material Testing Services for projects in Pct. 1. Approved for negotiations by HCDD1 Board on August 18, 2015.

BACKGROUND

Fiscal Impact

Attachments

RK Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 01:12 PM
Final Approval	Monica Badillo	10/23/2015 06:57 PM
Form Started By: Jaime Salazar		Started On: 10/21/2015 04:49 PM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT
C-13-021-04-029B**

THIS AGREEMENT is made effective the **18th** day of **August, 2015** by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS**, (“District”) and **Raba Kistner Consultants, Inc.**, a Texas Corporation (“Laboratory”).

WITNESSETH:

WHEREAS, the District is vested with the responsibility of providing “**CONSTRUCTION MATERIALS TESTING SERVICES**” (on call on an as needed basis) for projects within **HIDALGO COUNTY PRECINCT NO. 1** (the “Services”);

WHEREAS, the District has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the District requested Statements of Qualifications (SOQ’s) from a professional laboratory to assist the District by providing the Services;

WHEREAS, District has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, District and Laboratory do mutually agree as follows:

1. Scope of Services. The District will provide to Laboratory the services described in Exhibit “A” attached hereto and entitled “Services to be Performed by District.” Laboratory agrees to provide to District with the work described in Exhibit “B”, “Services to be Performed by the Laboratory”.

2. Term. This Agreement is for a period of **one (1) year**, effective **August 18, 2015** and will expire **August 18, 2016** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the District with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the District and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, District shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The District has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental

Agreement Form) more particularly described in Exhibit "E" within the agreement. The District retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the District finds it necessary to require changes in completed work because of errors made by the Laboratory, the District shall require the Laboratory to correct the work at no cost to the District and without amendment to the Agreement. If the changes are made at the request of the District and are not due to errors of the Laboratory, the District will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the District in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any District or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the District shall be delivered to and become the property of the District. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the District without restriction or limitation on their further use. The Laboratory may, at its own

expense, have copies made of the documents or any other data furnished to the District under this Agreement.

8. Suspension of Work. Should District desire to suspend the work under this Agreement, but not terminate this Agreement, the District shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the District to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the District and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the District to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the District and Laboratory. If the District suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the District. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the District, in order to evaluate features of the Laboratory's services and work.

At the request of the District or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the District, or at other locations designated by the District. These conferences shall also include evaluation of the Laboratory's services and work when requested by the District.

All applicable study reports shall be submitted in preliminary form for approval by the District before the final report is issued. The District's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the District shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the District or the Laboratory.

The Laboratory shall promptly advise the District in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County Drainage District No 1 policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County Drainage District No 1, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No 1, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Drainage District No 1 civil service program. Laboratory agrees to be responsible for

any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the District. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. District may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish District a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the District.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of District.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the

parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by District. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by District, or if Laboratory fails to comply with any conditions in this Agreement, then District shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by District of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and Laboratory, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify District from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or

negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Hidalgo County Drainage District No 1
Attention: Raul Sesin, PE, CFM General Manager
Floodplain Administrator
902 North Doolittle Road
Edinburg, Texas 78542

If to Laboratory: Raba Kistner Consultants, Inc.
Attention: Isidoro Arjona, P.E., PMP, Vice President
800 E. Hackberry Avenue
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by District and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the District shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or

qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO 1, TEXAS

By: _____

Ramon Garcia
CHAIRMAN OF THE BOARD

LABORATORY:

By: _____

Printed Name _____ *Lisidoro Arjona, P.E., PMP*

Title: _____ *Vice President*

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Laboratory
- EXHIBIT C** -Laboratory's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

Approved by Board of Directors on: _____, 2015

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

EXHIBIT A

-Scope of Services to be provided by the District

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit B

Please see Fee Schedule

EXHIBIT C
-Laboratory's Contract Rates

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

ALKALI-SILICA REACTIVITY

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method			
	Fine Aggregate	UKFA	\$	683.00 /ea
	Coarse Aggregate	UKFF	\$	951.00 /ea
ASTM C 1260	Concrete Mix Design			
	Initial Mix with Two Components	UKFG	\$	951.00 /ea
ASTM C 1567	Concrete Mix Design			
	Initial Mix with Multiple Components	UKFK	\$	1,332.00 /ea
ASTM C 1012	Lengh Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution	UKFI	\$	1,679.00 /ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations Mortar Bar Method	UKFB	\$	607.00 /set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of Concrete Due to Alkali-Silica Reaction	UKFC	\$	1,899.00 /ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace Slag in Preventing Excessive Expansion of Concrete Due to Alkali-Silica Reaction	UKFD	\$	1,014.00 /mix

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

APARTMENT STRUCTURAL OBSERVATION

FIELD SERVICES

Shear Wall Anchorages	Q430	\$	78.00 /hr
Shear Wall Hurricane Straps	Q431	\$	78.00 /hr
Shear Wall Nailing Patterns	Q432	\$	78.00 /hr
Interior and Exterior Shear Walls	Q433	\$	78.00 /hr
Roof Trusses	Q434	\$	78.00 /hr
Floor Truss Framing	Q435	\$	78.00 /hr

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

ASPHALTIC CONCRETE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	QT00	\$	49.25 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	Q401	\$	59.00 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	Q419	\$	59.00 /hr
ASTM D 2950	Nuclear Density Test with Inspection	Q0R5	\$	16.50 /ea
	Nuclear Density Test	Q0M0	\$	21.00 /ea
	Coring (See Coring Fee Schedule)			

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	\$	283.75 /ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	\$	145.25 /ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	UBW3	\$	63.75 /set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Specimen b) Asphalt Core (Technician Time)	UBJ0 UBW3 Q411	\$ \$ \$	63.75 /set 63.75 /set 49.25 /hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	UB6L UB6Q	\$ \$	68.00 /set 86.50 /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	QWZW QWZX UKV0 WC1N WC1P	\$ \$ \$ \$ \$	2,220.00 /ea 2,220.00 /ea 3,155.00 /ea 371.00 /ea 1,663.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	\$	58.50 /ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	UPL0	\$	89.75 /ea
AASHTO TP 33	Fine Aggregate Angularity	WCNC	\$	56.75 /ea
ASTM D 4791-95	Flat and Elongated Particles	UB6B	\$	56.75 /ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	\$	48.25 /ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	\$	69.50 /ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test) Preparation Time	U002	\$	55.00 /hr
	a) Magnesium - 5 Cycle	UB3S	\$	561.00 /ea
	b) Sodium - 5 Cycle	UB3T	\$	500.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	UQR0	\$	217.00 /ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	VREA	\$	6,861.00 /ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBS0	\$	104.00 /ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test) with Freeze/Thaw without Freeze/Thaw	VRE0 VRD0	\$	595.00 /ea 465.00 /ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM) Mixture Design Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	UB6S UB6R		Upon Request \$ 876.00 /set
TxDOT, TEX-126-E	Molding and Strength	UB61	\$	426.00 /set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	UB62	\$	162.00 /set
ASTM D 1559	Molding and Marshall	UB63	\$	151.50 /set

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)

TxDOT, TEX-103-E	Molded Moisture Content	UQV0	\$ 13.00 /ea
TxDOT, TEX-461-A (2005); ASTM D 6928-10	Micro-Deval Abrasion	UL24	\$ 271.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

BLAST MONITORING

REFERENCE

FIELD SERVICES

USBM	The Following Rates Include Travel Time Charges and Technician Time Charges			
	Hourly Rate	5Q437	\$ 78.00	/hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring			
	Seismic Equipment Rental (Minimum of 1 Per Month)		Cost + 15%	
	Technician Time	Q437	\$ 78.00	/hr
	Materials Engineer	TS		/hr

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

BRICK

REFERENCE

FIELD SERVICES

Masonry Observations	Q410	\$	62.50 /hr
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REFERENCE

LABORATORY SERVICES

ASTM C 62

Compressive Strength			
Preparation Time	U002	\$	53.50 /hr
Saw Cut (If Required)	UL20	\$	1.24 /sq.in.
Compressive Strength Testing of Standard Size Specimens	UFH0	\$	32.00 /ea
Initial Rate of Absorption (Lab)	UFAM	\$	143.00 /ea
Absorption Test	UFA0	\$	41.00 /ea
Modulus of Rupture (Standard Size)	UEA1	\$	282.00 /set
Freeze/Thaw	VGLV	\$	422.00 /set
Efflorescence	UEA2	\$	419.00 /set
Breaking Load	UEA4	\$	228.00 /set

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

BUILT-UP ROOFING

REFERENCE

FIELD SERVICES

Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate	Q410	\$	64.00 /hr
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REFERENCE

LABORATORY SERVICES

Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)

ASTM D 3617	a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing	UND6	\$	500.00 /sample
ASTM D 2829	b) Existing Roofs	UNE5	\$	568.00 /sample

ROOF SURVEYS

Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers	Q420	\$	64.00 /hr
Moisture Plume Identification	Q420	\$	64.00 /hr
Roof Layout with Moisture Readings	Q420	\$	64.00 /hr

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CEMENT TREATED BASE / SUBGRADE

REFERENCE **FIELD SERVICES**

PCA	Sampling Raw Materials for Mix Verification Technician Time	QT00	\$ 49.25 /hr
	Sampling Contractor Processed Material Technician Time	QT00	\$ 49.25 /hr

REFERENCE **LABORATORY SERVICES**

PCA	Molding Controlled Processed Material	VST5	\$ 78.50 /ea
PCA	Unconfined Compressive Strength Testing	VSGR	\$ 36.00 /ea
ASTM D 559; ASTM D 560	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	VS90	\$ 683.00 /set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	VSRS	\$ 487.25 /ea
PCA TxDOT, TEX-120-E	<u>Mix Design</u> Mix Design - Cement Treated Base (Does Not Include Durability)	VSRR	\$ 1,357.50 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CHEMICAL ADMIXTURE

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		
ASTM C 494	Residue on Oven Drying	UK1V	\$ 41.00 /ea
ASTM C 494	pH	UK0W	\$ 19.00 /ea
ASTM C 494	Specific Gravity by Hydrometer	UK58	\$ 22.00 /ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	UKNY	\$ 135.00 /ea
ASTM C 494	Admixture Certification Program	UKFE	Upon Request
ASTM C 260	Admixture Certification Program	UKFE	Upon Request

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CONCRETE

REFERENCE

FIELD SERVICES

ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day			
	Technician Time	QT00	\$	49.25 /hr
	Pick-Up of Test Specimens	Q055	\$	49.25 /hr
	Standby Time	Q600	\$	49.25 /hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	QFXE	\$	15.50 /ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	\$	28.25 /ea
	c) "Hold" Cylinder (Additional Charge)	QGP0	\$	10.50 /ea
	d) "Strip" Cylinder (Additional Charge)	QGY0	\$	13.50 /ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	\$	18.25 /ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	\$	18.25 /ea
	g) Dry Density - Concrete Cylinder	QGMH	\$	51.25 /ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	\$	45.00 /ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	QBT0	\$	28.75 /ea
ASTM C 173	b) Volumetric	QB40	\$	38.00 /ea
AASHTO T 199	c) Chase	QBE0	\$	17.75 /ea
ASTM C 138	Unit Weight	QX00	\$	32.75 /ea
ASTM C 143	Additional Slump Test	QGWA	\$	23.00 /ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time			
	Technician Time	Q422	\$	59.00 /hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens			
	Technician Time	Q422	\$	59.00 /hr

REFERENCE

LABORATORY SERVICES

ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	VUR0	\$	342.75 /ea
ACI 211.1 (303.R)	Architectural Mix Design	VAR0	\$	383.00 /ea
ACI 211.2	Lightweight Structural Mix Design	VLR0	\$	360.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CONCRETE (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	\$	383.00 /ea
ASTM C 1202	Chloride Ion Permeability	QAOA	\$	304.00 /set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	\$	32.00 /ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	\$	52.00 /ea
ASTM C 666	Freeze-Thaw Test	VGLV	\$	422.00 /set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	VGJB	\$	97.00 /ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	VGLW	\$	99.00 /hr
ASTM C 805	Schmidt Rebound Number	VGLX	\$	99.00 /hr
ASTM C 157	Length Change of Mortar or Concrete	VGNN	\$	334.00 /set

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CONCRETE AGGREGATES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	\$	49.25 /hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 566	Moisture Content	UQV0	\$	10.50 /ea
ASTM C 29;	Unit Weight (Coarse or Fine)			
	a) Loose	UH9N	\$	41.75 /ea
	b) Rodded	UH9N	\$	41.75 /ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	\$	48.25 /ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	\$	66.50 /test
	Absorption			
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	\$	28.75 /ea
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	UHAP	\$	28.75 /ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	UH4J	\$	51.50 /ea
	b) Fine, Per Sample	UH4K	\$	59.00 /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UH17	\$	56.75 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	\$	217.00 /ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test)			
	Preparation Time	U002	\$	55.00 /hr
	a) Magnesium - 5 Cycle	UB3S	\$	561.00 /ea
	b) Sodium - 5 Cycle	UB3T	\$	500.00 /ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design Conducted Separate from Concrete Mix Design	VGR3 VG03	\$	163.25 /ea 213.25 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CONCRETE AGGREGATES (Continued)

ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	\$ 44.00 /ea
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REFERENCE **LABORATORY SERVICES**

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	\$ 89.75 /ea
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ASTM C 142	Clay Lumps and Friable Particles	UHG0	\$ 64.50 /ea
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ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	\$ 64.50 /ea
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ASTM D 3042	Acid Insoluble Residue	UHB0	\$ 198.00 /ea
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TxDOT, TEX 461-A	Micro-Deval Abrasion	UL24	\$ 271.00 /ea
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EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CONCRETE MASONRY UNITS

REFERENCE

FIELD SERVICES

Masonry Observation	Q515	\$	62.50 /hr
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REFERENCE

LABORATORY SERVICES

ASTM C 140	Compressive Strength Test			
	Compressive Strength Test	UEH0	\$	74.25 /ea
	Absorption Test	UEA0	\$	51.25 /ea
ASTM C 426	Drying Shrinkage of Concrete Block	UEK1	\$	541.00 /pair
ASTM C 1314	Compressive Strength CMU Prism	QMPT	\$	228.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CORING

REFERENCE

FIELD SERVICES

ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	Q412	\$	58.75 /hr
	b) Two Men	Q413	\$	101.25 /hr
	c) Reinforcing Steel Detector	QK0N	\$	37.25 /day
	d) Coring Rig	QKJY	\$	113.25 /day
	e) Generator	QK0Z	\$	95.50 /day
	Bit Wear			
	a) Limestone Aggregate	QD0L	\$	4.58 /in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	\$	5.30 /in.-in.

REFERENCE

LABORATORY SERVICES

ASTM C 42	Sawed Ends for Compressive Strength Tests			
	a) Limestone Aggregate	UL20	\$	1.24 /sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	\$	24.25 /ea
	Report Photographs			Cost +15%
	Laboratory Air-Dried Unit Weight	QXAF	\$	17.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

DRILLED-AND-UNDERREAMED PIERS
REFERENCE **FIELD SERVICES**

ACI 336.1	<p>This Service is Provided to Observe and/or Record the Following Items:</p> <ul style="list-style-type: none"> a) Specification Dimensions of Shaft and Bell b) Identification of Foundation Bearing Stratum c) Cleanliness of the Pier Excavation Bottom d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel e) Consistency of Concrete Placed in the Pier 			
	Technician Time			
	a) Hourly	BQ410	\$	62.50 /hr
	Cylinders Cast in Conjunction with Observation	QFXE	\$	15.50 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

FLY ASH

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 311	Moisture Content	UQV0	\$	13.00 /ea
ASTM C 311	Loss of Ignition	WCU0	\$	37.00 /ea
ASTM C 311	Available Alkalies	WCE0	\$	107.00 /ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	WCN9	\$	67.00 /ea
ASTM C 311	Soundness, Autoclave	WCD0	\$	240.00 /ea
ASTM C 311	Pozzolanic Activity; Portland Cement	WCXF	\$	409.00 /ea
ASTM C 311	Pozzolanic Activity; Lime	WCXR	\$	172.00 /ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	WCKU	\$	312.00 /ea
ASTM C 618	ASTM C 618 Chemical Analysis	WCCG	\$	395.00 /ea
ASTM C 618	ASTM C 618 Physical Analysis	WCCW	\$	963.00 /ea
ASTM C 595	Water-Soluble Fraction	WC5E	\$	47.00 /ea
ASTM C 188	Specific Gravity	UK50	\$	67.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

GROUND PENETRATING RADAR (GPR) SERVICES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges			
	Hourly Rate	Q402	\$ 64.00	/hr
	GPR Equipment	QQ80M	\$ 557.00	/day
	Materials Engineer	TS		/hr

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

LIME

REFERENCE

FIELD SERVICES

National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth Technician Time	Q402	\$ 61.50 /hr
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REFERENCE

LABORATORY SERVICES

ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	UQ4X	\$ 69.00 /ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	VSPN	\$ 412.50 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

PORTLAND CEMENT

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 183	Standard Method of Sampling Hydraulic Cement	U005	\$	55.00 /hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	Q403	\$	28.00 /ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	WHAU	\$	58.00 /ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	WHIN	\$	64.00 /ea
ASTM C 151	Autoclave Expansion of Portland Cement	WHD0	\$	228.00 /ea
ASTM C 187	Normal Consistency of Hydraulic Cement	WHWH	\$	58.00 /ea
ASTM C 188	Specific Gravity of Hydraulic Cement	UR50	\$	67.00 /ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	WCN9	\$	67.00 /ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	WHM0	\$	58.00 /ea
ASTM C 114	Chemical Analysis	WHBG	\$	419.00 /ea
ASTM C 91	Water Retention of Masonry Cement	WH52	\$	107.00 /ea
ASTM C 150	Chemical Analysis	WHBG	\$	419.00 /ea
	Physical Analysis	WHBW	\$	833.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

PRECAST CONCRETE PLANT OBSERVATION

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer		\$	159.25 /hr
	Technician Time	Q423	\$	62.50 /hr
	Cylinders	QFXE	\$	15.50 /ea
	Job-Site Erection Observation			
	Technician Time	Q423	\$	62.50 /hr

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

SOILS

REFERENCE

FIELD SERVICES

ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	QT00	\$ 49.25 /hr
	In-Place Moisture-Density Tests Technician Time	QT00	\$ 49.25 /hr
ASTM D 2922	Nuclear Density	Q0M0	\$ 21.00 /ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	\$ 79.25 /ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	QT00	\$ 49.25 /hr
	Proof Rolling Observation	QT04	\$ 49.25 /hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	\$ 16.50 /ea

REFERENCE

LABORATORY SERVICES

ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	\$ 10.50 /ea
	Atterberg Limits a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	\$ 84.00 /ea
	Shrinkage Limit in Conjunction with Atterberg Limits a) Volumetric	WK2T	\$ 116.00 /ea
ASTM D 427	b) Linear (TxDOT, TEX-107-E)	WK2T	\$ 116.00 /ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis a) Washed Through No. 40 (Up to 5 Sieves) b) Washed Through No. 200 (Up to 4 Sieves) c) Additional Sieves	WKR5	\$ 56.75 /ea
		WKR4	\$ 94.00 /ea
		WKR8	\$ 13.25 /ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	\$ 56.75 /ea
	Moisture-Density Relationship Preparation Time	U001	\$ 52.50 /hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P	\$ 393.00 /ea
	pH	UH5J	\$ 52.00 /ea
	Resistivity	UH5L	\$ 265.00 /ea
	Sulfate Content (colorimetric method)	UKF3	\$ 89.00 /ea
	Chloride Content	VRSF	\$ 51.50 /ea
ASTM D 698; ASTM D 1557	ASTM	VRSF	\$ 230.00 /ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	\$ 230.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

SOILS (Continued)

TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	\$ 272.75 /ea
MIL STD CE 55A	Corps of Engineers	VRSQ	\$ 272.75 /ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	\$ 217.00 /ea

REFERENCE

LABORATORY SERVICES

ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens Each Additional Specimen	VRF1 VRFD	\$ 900.00 /set \$ 207.50 /ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part I Part II Each Additional Specimen	VR62 VR63 VR6D	\$ 1,525.00 /set \$ 1,399.00 /ea \$ 172.00 /ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	\$ 94.00 /ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	\$ 310.75 /ea
ASTM D 2166	Unit Weight	WML0	\$ 32.50 /ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	\$ 235.50 /ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	\$ 116.00 /ea
	Water Content and Visual Classification	W050	\$ 14.75 /ea
	Unconfined Compression (includes unit dry weight)		
	a) Soil Shelby Tube Specimens	VP7L	\$ 49.25 /ea
	b) Rock Core Specimens	VN7L	\$ 53.50 /ea
	(1) Sawed Specimen Ends	UL21	\$ 12.25 /end
	Triaxial Compression		
	a) Unconsolidated-Undrained, Per Specimen	W046	\$ 91.00 /ea
	b) Unconsolidated-Undrained, Multistage	WF46	\$ 318.00 /ea
	Direct Shear		
	a) Unconsolidated-Undrained	WKI6	\$ 252.00 /ea
	a) Consolidated-Drained (Sand)	WIIE	\$ 533.00 /ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	WKH0	\$ 655.00 /ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	WDG0	\$ 783.00 /ea

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

Swell Test			
a) Method "A"	WL0Y	\$ 1,159.00	/ea
b) Method "B"	WL0M	\$ 204.00	/ea
b) Method "C"	WL0P	\$ 1,390.00	/ea
d) Modified Method "B"	WL00	\$ 180.00	/ea

STEEL

REFERENCE

AISC

FIELD SERVICES

	Observation - Fabrication Shop or Field Erection		
AWS D1.1	Certified Welding Inspector	TS	\$ 112.00 /hr
	Technician Time	Q423	\$ 62.50 /hr
	Weldment Observation		
AISC	Certified Welding Inspector	TS	\$ 112.00 /hr
	Technician Time/Certified Associate Welding Inspector	Q424	\$ 63.75 /hr
	Bolt Torque Testing		
CRSI; ASTM A 615	Technician Time	Q423	\$ 62.50 /hr
	<u>Reinforcing Steel</u>		
CRSI, ACI 318	Sampling for Subsequent Lab Testing		
	Technician Time	QK5N	\$ 49.25 /hr
	Placement and Cross-Section Observation		
	Materials Engineer	Q425	\$ 159.25 /hr
PTI; ACI 318	Technician Time	Q423	\$ 62.50 /hr
	<u>Pre-Tensioning Strands/Post-Tensioning Tendons</u>		
	Placement and Stressing Observation		
	Materials Engineer	Q425	\$ 159.25 /hr
AWS D1.1; ASME Sec. IX	Technician Time	Q423	\$ 62.50 /hr
	<u>Welders Tests</u>		
	Witness Qualification Welding	QZ00	\$ 119.50 /hr
	Qualification Welding Coupons		
AWS D1.1	a) 3/8-in. Coupon		Cost +15%
	b) 1-in. Coupon		Cost +15%
	Guided Bend Tests		
AWS D1.1	Bend Tests	QWC0	\$ 31.00 /ea
	Set-Up Charge, Per Day	QJS0	\$ 61.00 /day

STEEL (Continued)

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

Tensile Tests (Test and Set-Up)			
Tensile Tests			Cost +15%
Coupon Preparation and Machining Services			Cost +15%
Welder Qualification Positions	QZ10	\$	107.00 /ea
Radiographic Examination of Coupons	Q100	\$	152.00 /ea

REFERENCE

ASTM A 370

LABORATORY SERVICES

Tension Tests			
a) Reinforcing Steel with Elongation	QWZV	\$	42.00 /ea
b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0		Cost +15%
c) Set-Up Charge, Per Day	QJS0	\$	61.00 /day

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

CONSULTANTS AND COORDINATION

Principal Engineer	\$195.00 to 330.00/hr
Managing Engineer	\$126.00 to 215.00/hr
Staff Engineer	\$100.00 to 175.00/hr
Laboratory Manager	\$79.00 to 155.00/hr
Construction Services Manager	\$79.00 to 155.00/hr
Project Management/Coordination Time	\$50.00 to 116.00/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$232.00/ea
Secretarial	\$50.00 to 87.00/hr
Word Processing	\$50.00/hr
Report Preparation and Administration	\$50.00 to 87.00/hr

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT apprised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project
8. R-K will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

EXHIBIT "C"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
SCHEDULE OF FEES

ZONE CHART

<u>ZONE</u>	<u>TRAVEL TIME</u>	<u>MILEAGE</u> <u>CHARGE</u>			
0	0.25	\$ 14.00	\$	14.50	5RT99
1	0.50	\$ 26.00	\$	26.75	5RT01
2	1.00	\$ 46.75	\$	48.25	5RT02
3	1.25	\$ 64.50	\$	66.50	5RT03
4	1.50	\$ 90.50	\$	93.25	5RT04
5	2.00	\$ 126.25	\$	130.00	5RT05

Mileage greater than Zone 5 (entire trip) use MapQuest

\$0.85/mile

Actual Travel Time to be charged at approved project hourly rate.

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
Agreement #C-00-00-00

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide _____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. __ shall be funded through funding source:

Account No. _ - _ - _ - _ - _ - _ - _ - _ - _ -

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Drainage District No 1, General Manager, Raul E. Segin, PE, CFM, as to content and detail of this Work Authorization No. ____.

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Segin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on ____ (approval date) ____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:

**HIDALGO COUNTY DRAINAGE
DISTRICT NO 1**

By: _____

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING
SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the ____ day of _____ **20**____ concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ____ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ____ of the **Agreement**, (paragraph title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO 1**

BY: _____

Ramon Garcia
CHAIRMAN OF THE BOARD

LIST OF ATTACHMENTS

(as required)

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Wortham Insurance & Risk Management 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Cindy Rains PHONE (A/C No, Ext): 210-249-2325 FAX (A/C, No): 210-223-2806 E-MAIL ADDRESS: cindy.rains@worthaminsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Allied World Assurance Company 17934 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	

COVERAGES **CERTIFICATE NUMBER:** 26564173 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2015	7/18/2016	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: RFQ #C-13-021-04-029B Construction Materials Testing Services for Precinct #1

CERTIFICATE HOLDER Dept 5410 Hidalgo County 9021 N Doolittle Rd Edinburg TX 78542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  John L. Wortham & Son, L.P.
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ADDITIONAL REMARKS SCHEDULE

AGENCY Wortham Insurance & Risk Management		NAMED INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	
POLICY NUMBER 03097073			
CARRIER Allied World Assurance Company	NAIC CODE 17934	EFFECTIVE DATE: 7/18/2015	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (01/14)

HOLDER: Hidalgo County

ADDRESS: 9021 N Doolittle Rd Edinburg TX 78542

Additional Named Insureds:

- Raba Kistner Consultants Inc
- Raba Kistner Infrastructure Inc
- Raba Kistner Environmental Inc
- Raba Kistner Facilities Inc
- Raba Ingenieros S. de R. L. de C. V.
- PC Sports Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205	CONTACT NAME: Janet Hajek		
	PHONE (A/C, No, Ext): 210-222-2161	FAX (A/C, No):	
	E-MAIL ADDRESS: jhajek@catto.com		
INSURED Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :Hartford Underwriters Ins. Co.		30104
	INSURER B :Hartford Ins Co of the Midwest		37478
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 204197632

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

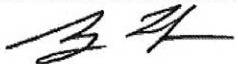
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	65UUNZR1762	10/1/2014	10/1/2015	EACH OCCURRENCE	\$1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$1000000
B	AUTOMOBILE LIABILITY	Y	Y	65UENZR2052	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	65WEAL1929	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1000000
B	Auto Physical Damage			65UENZR2052	10/1/2014	10/1/2015	Comp. Deductible	1000
							Coll. Deductible	1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: RFQ # C-13-021-04-029B Construction Materials Testing Services for Precinct No. 1 Construction Materials Observation and Testing Services

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County 9021 N. Doolittle Road Edinburg, TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham Insurance & Risk Management 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Cindy Rains PHONE (A/C, No, Ext): 210-249-2325 E-MAIL ADDRESS: cindy.rains@worthaminsurance.com	FAX (A/C, No): 210-223-2806	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	INSURER A: Allied World Assurance Company		17934
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 26867791** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2015	7/18/2016	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: RFQ #C-13-021-04-029B Construction Materials Testing Services for Precinct #1

CERTIFICATE HOLDER **CANCELLATION**

Dept 5410 Hidalgo County Drainage District No. 1 902 N Doolittle Rd Edinburg TX 78542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  John L. Wortham & Son, L.P.
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ACORD 25 (2014/01)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Wortham Insurance & Risk Management		NAMED INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	
POLICY NUMBER 03097073			
CARRIER Allied World Assurance Company	NAIC CODE 17934	EFFECTIVE DATE: 7/18/2015	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (01/14)

HOLDER: Hidalgo County Drainage District No. 1

ADDRESS: 902 N Doolittle Rd Edinburg TX 78542

Additional Named Insureds:

- Raba Kistner Consultants Inc
- Raba Kistner Infrastructure Inc
- Raba Kistner Environmental Inc
- Raba Kistner Facilities Inc
- Raba Ingenieros S. de R. L. de C. V.
- PC Sports Inc

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RABA KISTNER, INC.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) P.O. BOX 690287		Requester's name and address (optional)
	6 City, state, and ZIP code SAN ANTONIO, TX 78269-0287		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
7	4	-	1	6	1	1	5	3	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Mary L. Davis</i>	Date ▶ <i>9/23/15</i>
------------------	---	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RECEIPT OF DELIVERY

TO: Jaime Salazar, Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

PROPOSAL/PROJECT NO.: Professional Services Agreement
Construction Materials Testing Services
C-13-021-04-029B

TYPE OF CORRESPONDENCE: (1) Agreement

DATE OF DELIVERY: September 30, 2015

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 30 2015

10:28 AM / PM

BY: Rosa LW

DELIVERED BY: _____

DELIVERY REQUESTED BY: Isidoro Arjona, P.E., PMP, Vice President

RECEIVED BY: _____

RECEIVED DATE & TIME: _____

AI -51924

7.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase the following from Verizon through the Districts membership with State of Texas Department of Information Resources DIR-SDD-1779.

Equipment Description:	Equipment Cost:	Employee ID:	New Plan Description:	Rate Plan:
Mobile Broadband	0	088277	Unlimited Data	\$37.99 per month
Mobile Broadband	0	018732	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	103268	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151350	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	029882	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151725	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151767	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151662	Unlimited Data	\$37.99 per month
Samsung Galaxy Tablet plus Mobile Broadband	\$179.99	151500	Unlimited Data	\$37.99 per month

BACKGROUND

Fiscal Impact

Attachments

Verizon

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 01:12 PM
Final Approval	Monica Badillo	10/23/2015 06:57 PM
Form Started By: Jaime Salazar		Started On: 10/21/2015 05:18 PM
Final Approval Date: 10/23/2015		



QUOTE ID 151022090756
 DATE 10/22/2015
 TERM Annual (12 Months)
 PAGE 1 of 2

WIRELESS PROPOSAL FOR: HCDD#2
 SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED \$37.99 1210	7	\$37.99		N	Unlimited		\$0.00	\$265.93	\$3,191.16
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
	7							\$265.93	\$3,191.16

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access		Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00

23% Discount applies to features of \$24.99 and higher when combined with rate plans of \$34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access				Monthly Cost	Term Cost
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
Samsung Galaxy Tab 4 8.0 4G LTE 16GB	7	\$179.99	\$1,259.93
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	7		\$1,259.93

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	\$1,259.93
---	-------------------

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	\$265.93	\$3,191.16
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		\$1,259.93
INVESTMENT TOTAL		\$4,451.09

4Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

QUOTE ID 151022090756

Additional Notes:

- * Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
- ** Equipment pricing and availability is subject to change.
- *** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.



QUOTE ID 15930131853
 DATE 9/30/2015
 TERM Annual (12 Months)
 PAGE 1 of 2

WIRELESS PROPOSAL FOR: HCDD# 1
 SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
		\$0.00						\$0.00	\$0.00
								\$0.00	\$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
		\$0.00					\$0.00	\$0.00
							\$0.00	\$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
MOBILE BROADBAND \$37.99 0409	2	\$37.99	N	Unlimited	\$0.00	\$75.98	\$911.76
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
	2					\$75.98	\$911.76

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
		\$0.00				\$0.00	\$0.00
						\$0.00	\$0.00

23% Discount applies to features of \$24.99 and higher when combined with rate plans of \$34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
			\$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
			\$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST \$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	\$75.98	\$911.76
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		\$0.00
INVESTMENT TOTAL		\$911.76

3Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
			\$0.00

QUOTE ID 15930131853

Additional Notes:

- * Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
- ** Equipment pricing and availability is subject to change.
- *** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/> internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

AI -51971

8.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bond Series:

A. On the Delta Watershed Project, approval and ratification of the July 7, 2015 amendment to Water Use Permit Application No. 13195 pending before the Texas Commission on Environmental Quality (TCEQ) and approval to remit \$4,024.88 to TCEQ for additional fees owed on the application.

B. Request approval to issue a manual check to TCEQ for \$4,024.88

BACKGROUND

Pending amendment and application from Teds Infrastructure.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:16 PM
Final Approval	Monica Badillo	10/23/2015 06:57 PM
Form Started By: Lora Briones		Started On: 10/23/2015 01:05 PM
Final Approval Date: 10/23/2015		

AI -51930

9.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Acceptance of Certificate of Substantial Completion from Rojas Heavy Equipment LLC D/B/A Rojas Construction & Paving for Construction Project HCDD1-14-011-04-29 Pct.4 North Seminary Drainage Improvements. Project Engineer: Quintanilla, Headley and Associates, Inc.

B. Acceptance of Certificate of Completion from Rojas Heavy Equipment LLC D/B/A Rojas Construction & Paving for Construction Project HCDD1-14-011-04-29 Pct.4 North Seminary Drainage Improvements. Project Engineer: Quintanilla, Headley and Associates, Inc.

C. Request approval to issue manual payment on the following items once audit procedures are complete:

Application for Payment No. 5-Final in the amount of \$17,478.90 from Rojas Construction & Paving related to Construction Contract No.

HCDD1-14-011-04-029. PO#625109. Project Engineer: Quintanilla, Headley and Associates, Inc.

BACKGROUND

Fiscal Impact

Attachments

PMT#5-Seminary

Retainage Release-Seminary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:12 PM
Final Approval	Monica Badillo	10/23/2015 06:57 PM
Form Started By: Claudette Guerrero		Started On: 10/22/2015 10:45 AM
Final Approval Date: 10/23/2015		



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Checklist/Routing Slip Invoice/ Backup

Date Received: 9/23/2015

Engineer/Firm Name: Quintanilla/Rojas Construction

Project Name/Number: North Seminary Drainage

Invoice No.: Application for Payment No. 5 FINAL

Purchase Order No.: _____

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: _____
Claudette Guerrero _____ Date: _____

Total # of Pages Submitted: 26

Attachments: Backup

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments: Included Application for RETAINAGE

APPLICATION FOR

PMT #5 FINAL

To: Quintanilla, Headley and Associates Inc. (OWNER)
From: Rojas Construction & Paving (CONTRACTOR)
Contract: HCDD1-14-011-04-029
Project: Hidalgo County Pct. 4 North Seminary Drainage
OWNER's Contract No. HCDD1-14-011-04-029 ENGINEER's Project No. Project Number
For Work accomplished through the date of: 21-Jul-2015

Table with 2 columns: Description and Amount. Includes items like Original Contract Price, Net change by Change Orders, Current Contract Price, Total completed and stored to date, Retainage, and AMOUNT DUE THIS APPLICATION (8 MINUS 9).

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 22 2015

8:36 AM PM

BY: [Signature]

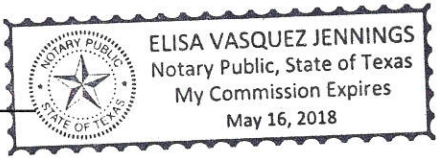
Accompanying Documentation:

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 #5 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-Aug-15
Rojas Construction & Paving
CONTRACTOR

By: [Signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 20th day of August 2015



Notary Public
My Commission expires: May 16, 2018

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Dated 9-17-15
Quintanilla, Headley and Associates
ENGINEER

By: [Signature]

Invoice

Construction & Paving



Equipment Rental & Sales

Date	Invoice #
8/4/2015	065

Rojas Construction & Paving, L.L.C.

Office: 956.787.8778
Fax: 956.787.8789

240 Frontage Rd
Alamo, TX 78516

Bill To

HIDALGO COUNTY DRAINAGE DISTRICT NO.
ONE
902 N. DOOLITTLE
EDINBURG, TX 78542

Description	Rate	Class	Amount
Summary of Payment Estimated Values from Attached Tabulations Project: Hidalgo County Pct 4 North Seminary HCDD1-14-011-04-029	19,421.00	NORTH SEMINARY	19,421.00
Payment Application #5 FINAL			
10% Retainage	-1,942.10	NORTH SEMINARY	-1,942.10
Pay Application #5		Total	\$17,478.90

Schedule of Values

Contractor Name: Rojas Construction & Paving
 Starting Date: 13-Feb-2015
 Project Ending Date: 21-Jul-2015
 Retainage Percent: 10%

Application: RETAINAGE
 Application Date: 3-Aug-2015
 Period To: 21-Jul-2015
 Engineer Firm: Quintanilla & Headley

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Application #5	Retainage for App #5	Payment for Application #5	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCCDDY-14-011-044-059	Hidalgo County Pct. 4 North Seminary Drainage	\$ 377,057.80	\$ 25,534.00	\$ 52,107.00	\$ 5,210.70	\$ 46,896.30	\$ 57,881.00	\$ 5,788.10	\$ 52,092.90	\$ 19,421.00	\$ 1,942.10	\$ 17,478.90	\$ 369,552.40	\$ 36,955.24	\$ 332,597.16	\$ 332,597.16	\$ 7,505.40
TOTALS:		\$ 377,057.80	\$ 25,534.00	\$ 52,107.00	\$ 5,210.70	\$ 46,896.30	\$ 57,881.00	\$ 5,788.10	\$ 52,092.90	\$ 19,421.00	\$ 1,942.10	\$ 17,478.90	\$ 369,552.40	\$ 36,955.24	\$ 332,597.16	\$ 332,597.16	\$ 7,505.40

Summary

Quantity Worksheet

Contractor Name: Rojas Construction & Paving
 Starting Date: 13-Feb-2015
 Project Ending Date: 21-Jul-2015
 Engineer's / County Project Desc: Hidalgo County Pct. 4 North Seminary Drainage

Application: RETAINAGE
 Application Date: 3-Aug-2015
 Period To: 21-Jul-2015
 Engineer's / County Project No.: Project Number

No.	Description	Unit	Original Schedule Value			Application #1			Application #2			Application #3			Application #4			Application #5			Balance To Finish			
			Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
BASE BID - Drainage Improvements																								
1	18" RCP TONGUE & GROOVE CL III	LF	\$ 27.00	108.00	\$ 2,916.00		-	\$ -	76.00	76.00	\$ 2,052.00		76.00	\$ -	32.00	108.00	\$ 864.00		108.00	\$ -	\$ 2,916.00	0.00	\$ -	
2	18" RRGCP RUBBER GASKET CL III	LF	\$ 30.60	140.00	\$ 4,284.00	45.00	45.00	\$ 1,377.00	95.00	140.00	\$ 2,907.00		140.00	\$ -		140.00	\$ -		140.00	\$ -	\$ 4,284.00	0.00	\$ -	
3	24" RCP TONGUE & GROOVE CL III	LF	\$ 34.20	1,584.00	\$ 54,172.80		-	\$ -	1,467.00	1,467.00	\$ 50,171.40		1,467.00	\$ -		1,467.00	\$ -		1,467.00	\$ -	\$ 50,171.40	117.00	\$ 4,001.40	
4	24" RRGCP RUBBER GASKET CL III	LF	\$ 37.80	56.00	\$ 2,116.80		-	\$ -	56.00	56.00	\$ 2,116.80		56.00	\$ -		56.00	\$ -		56.00	\$ -	\$ 2,116.80	0.00	\$ -	
5	30" RCP TONGUE & GROOVE CL III	LF	\$ 50.40	1,288.00	\$ 64,915.20	1,273.00	1,273.00	\$ 64,159.20	15.00	1,288.00	\$ 756.00		1,288.00	\$ -		1,288.00	\$ -		1,288.00	\$ -	\$ 64,915.20	0.00	\$ -	
6	30" RRGCP RUBBER GASKET CL III	LF	\$ 54.00	175.00	\$ 9,450.00	90.00	90.00	\$ 4,860.00	85.00	175.00	\$ 4,590.00		175.00	\$ -		175.00	\$ -		175.00	\$ -	\$ 9,450.00	0.00	\$ -	
7	42" RCP TONGUE & GROOVE CL III	LF	\$ 76.50	648.00	\$ 49,572.00	648.00	648.00	\$ 49,572.00		648.00	\$ -		648.00	\$ -		648.00	\$ -		648.00	\$ -	\$ 49,572.00	0.00	\$ -	
8	S.E.T.	EA	\$ 990.00	5.00	\$ 4,950.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -	5.00	5.00	\$ 4,950.00	\$ 4,950.00	0.00	\$ -	
9	TYPE CC INLET	EA	\$ 2,700.00	14.00	\$ 37,800.00	6.00	6.00	\$ 16,200.00	8.00	14.00	\$ 21,600.00		14.00	\$ -		14.00	\$ -		14.00	\$ -	\$ 37,800.00	0.00	\$ -	
10	RIP-RAP	EA	\$ 4,050.00	1.00	\$ 4,050.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 4,050.00	\$ 4,050.00	0.00	\$ -	
11	EROSION CONTROL	LS	\$ 1,800.00	1.00	\$ 1,800.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	
12	ROAD DITCH GRADING	LF	\$ 2.70	15,100.00	\$ 40,770.00		-	\$ -		-	\$ -	13,300.00	13,300.00	\$ 35,910.00	1,800.00	15,100.00	\$ 4,860.00		15,100.00	\$ -	\$ 40,770.00	0.00	\$ -	
13	GATE STRUCTURE	EA	\$ 9,000.00	1.00	\$ 9,000.00	1.00	1.00	\$ 9,000.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 9,000.00	0.00	\$ -	
14	ASPHALT DRIVEWAYS	EA	\$ 675.00	66.00	\$ 44,550.00		-	\$ -		-	\$ -		-	\$ -	60.00	60.00	\$ 40,500.00	5.00	65.00	\$ 3,375.00	\$ 43,875.00	1.00	\$ 675.00	
15	TRENCH PROTECTION	LF	\$ 1.80	3,740.00	\$ 6,732.00	1,583.00	1,583.00	\$ 2,849.40	2,157.00	3,740.00	\$ 3,882.60		3,740.00	\$ -		3,740.00	\$ -		3,740.00	\$ -	\$ 6,732.00	0.00	\$ -	
16	CUT & REPAIR ASPHALT	LF	\$ 27.00	285.00	\$ 7,695.00		-	\$ -		-	\$ -		-	\$ -	285.00	285.00	\$ 7,695.00		285.00	\$ -	\$ 7,695.00	0.00	\$ -	
17	TIE-IN	EA	\$ 1,350.00	2.00	\$ 2,700.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -	2.00	2.00	\$ 2,700.00	\$ 2,700.00	0.00	\$ -	
18	MANHOLE	EA	\$ 4,050.00	1.00	\$ 4,050.00	1.00	1.00	\$ 4,050.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 4,050.00	0.00	\$ -	
19	0	0	\$ -	0.00	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -	\$ -	0.00	\$ -	
20	0	0	\$ -	0.00	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -	\$ -	0.00	\$ -	
Total BASE BID							351,523.80			152,067.60			88,075.80			35,910.00			53,919.00			16,875.00		4,676.40
CHANGE ORDERS																								
1	ASPHALT DRIVEWAYS	LF	\$ 14.15	1,320.00	\$ 18,678.00		-	\$ -		-	\$ -	940.00	940.00	\$ 13,301.00	280.00	1,220.00	\$ 3,962.00	40.00	1,260.00	\$ 566.00	\$ 17,829.00	60.00	\$ 849.00	
2	ADDITIONAL GRATES AT STA 6+80	EA	\$ 1,198.00	2.00	\$ 2,396.00		-	\$ -		-	\$ -	2.00	2.00	\$ 2,396.00		2.00	\$ -		2.00	\$ -	\$ 2,396.00	0.00	\$ -	
3	ADJUSTMENTS FOR GAS LINE	LS	\$ 500.00	1.00	\$ 500.00		-	\$ -		-	\$ -	1.00	1.00	\$ 500.00		1.00	\$ -		1.00	\$ -	\$ 500.00	0.00	\$ -	
4	ADDITIONAL S.E.T.'S	EA	\$ 990.00	4.00	\$ 3,960.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -	2.00	2.00	\$ 1,980.00	\$ 1,980.00	2.00	\$ 1,980.00	
Total CHANGE ORDERS							25,534.00			0.00			0.00			16,197.00			3,962.00			2,546.00		\$ 2,829.00
TOTAL BASE AMOUNTS:							377,057.80			152,067.60			88,075.80			52,107.00			57,881.00			19,421.00		\$ 7,505.40

Printed Name:

Eulalio Ramirez

Signature:

See above

Date:

3-Aug-2015



Form 252 (Rev. 12182)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

Hidalgo County Pct 4 North Seminary

nk

ESTIMATE NO. 5 Final CONTRACTOR Rojas Construction & Paving, LLC
 PROJECT NO. HCDD#1-14-011-04-29 COUNTY Hidalgo DATE WORK BEGAN February 17, 2015
 TIME COMPUTED FROM 7/01/15 - 7/21/15 DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
July	1	1	
	2	1	
	3	1	
	4	1	
	5	1	
	6	1	
	7	1	
	8	1	
	9	1	
	10	1	
	11	1	
	12	1	
	13	1	
	14	1	
	15	1	
	16	1	
	17	1	
	18	1	
	19	1	
	20	1	
	21	1	
TOTALS			

NO. OF CONTRACT WORKING DAYS 21 NO. WORKING DAYS CHARGED TO DATE 98

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

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, 1950

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Rajas Construction & Paving
to furnish Inlets
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by _____
Which improvements are described as follows:

HCDD4 "Hidalgo County Pct No. 4 North Seminary Drainage"
HCDD4 - 14-011-04-16

In consideration of Pay Estimate No Final in the amount of Twenty Four Thousand
Nine Hundred Sixty Three & 13/100 DOLLAR(\$ 24,963.13) 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 on 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.

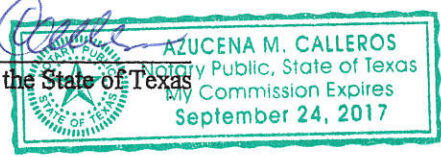
Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and
construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further
guarantee that if for any reason a lien or liens are filed for material or labor 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.

[Signature]
CONTRACTOR

BY: Owner - President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17 day of August, 2015 to
certify which witness my hand and seal of office.

My Commission Expires: Sept. 24, 2017

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


PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Rajas Construction & Paving
to furnish pipe
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by _____
Which improvements are described as follows:

HCD1 "Hidalgo County Pct No. 4 North Seminary Drainage"
HCD1 - 14-011-04-16

In consideration of Pay Estimate No Final in the amount of One Hundred Nineteen Thousand Eight Hundred Twelve & 33/100 DOLLAR(\$ 119,812.33) 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 on 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.

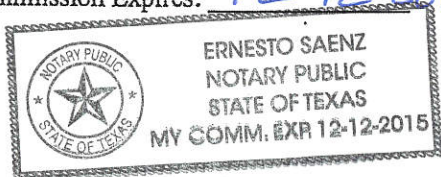
Rio Valley Pipe LLC
CONTRACTOR

BY: Edgar Morales / CREDIT MGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 12th day of AUG., 2015 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2015





Quintanilla, Headley and Associates

RE: North Seminary HCDD1-14-011-04-029
Pay Application #5 FINAL

Mr. Gutierrez:

The following is a list of supplier's used in the above mentioned project, per your request:

CAPA dba Rio Valley Pipe LLC dba Magic Valley Concrete dba Upper Valley Materials
7301 W. Expressway 83
Mission, TX 78572
956.580.2502

L&R Precast Concrete Works Inc.
3807 N. Bentsen Palm Dr
Mission, TX 78574
956.583.6293

Respectfully,

Elisa Vasquez



U.S. Department of Labor
 Wage and Hour Division

PAYROLL
 (For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR
 ROJAS CONSTRUCTION & PAVING LLC
 ADDRESS 240 FRONTAGE RD ALAMO, TX 78516
 OMB No.: 1235-0008
 Expires: 01/31/2015

PAYROLL NO. 22 FINAL
 PROJECT AND LOCATION HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE
 PROJECT OR CONTRACT NO. HCDD1-14-011-04-29

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			FOR WEEK ENDING 07/26/2015										FICA	WITH- HOLDING TAX	MEDI CARE	SS		OTHER	TOTAL DEDUCTIONS
			M	T	W	TH	F	S	S										
			7/20	7/21	7/22	7/23	7/24	7/25	7/26										
JUAN M TELLO 25727 LEIGH AVE SAN BENITO, TX SS #XXX-XX-3904	3	EXCAVATOR OPERATOR MORE THAN 50,000LBS	O	8.00						16.00	\$35.43	\$378.00	\$65.00	\$13.70	\$58.59	\$137.29	\$240.71		
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(a)(3)(i) 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
 We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, including suggestions for reducing this burden, and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date JULY 24 2015

I, ELISA VASQUEZ ADMINISTRATOR
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC on the _____
 (Contractor or Subcontractor)
20 day of JULY, 2015, and ending the 26 day of JULY, 2015, that during the payroll period commencing on the _____
 (Building or Work)
 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 ROJAS CONSTRUCTION & PAVING 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 C.F.R. 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. § 3145), 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 ELISA VASQUEZ, ADMINSTRATOR	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.	



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 240 FRONTAGE RD ALAMO, TX 78516 PROJECT OR CONTRACT NO. HCDD1-14-011-04-29

ROJAS CONSTRUCTION & PAVING LLC FOR WEEK ENDING 07/19/2015 OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. 21 PROJECT AND LOCATION HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			FOR WEEK ENDING 07/19/2015										FICA	WITH-HOLDING TAX	MEDI CARE	SS		OTHER	TOTAL DEDUCTIONS
			M	T	W	TH	F	S	S										
7/13	7/14	7/15	7/16	7/17	7/18	7/19	7/19												
JUAN M TELLO 25727 LEIGH AVE SAN BENITO, TX SS #XXX-XX-3904	3	EXCAVATOR OPERATOR MORE THAN 50,000LBS	0	8.00	8.00	8.00	8.00	8.00	8.00	40.00	\$35.43	\$945.00	\$65.00	\$13.70	\$58.59	\$137.29	\$807.71		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). 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 at 29 C.F.R. § 5.5(a)(3)(i) 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date JULY 24 2015

I, ELISA VASQUEZ ADMINISTRATOR

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC on the _____ (Contractor or Subcontractor)

; that during the payroll period commencing on the _____ (Building or Work)

13 day of JULY, 2015, and ending the 19 day of JULY, 2015

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

ROJAS CONSTRUCTION & PAVING 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 C.F.R. 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. § 3145), 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

ELISA VASQUEZ, ADMINSTRATOR

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.



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 240 FRONTAGE RD ALAMO, TX 78516 PROJECT OR CONTRACT NO. HCDD1-14-011-04-29
 PAYROLL NO. 20 FOR WEEK ENDING 07/12/2015

OMB No.: 1235-0008
Expires: 01/31/2015
PROJECT AND LOCATION HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) TYPE OF EMPLOYMENT	(3) WORK CLASSIFICATION	(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	TH	F	S	S				FICA	WITH-HOLDING TAX	MEDI CARE	SS		OTHER	TOTAL DEDUCTIONS
			7/06	7/07	7/08	7/09	7/10	7/11	7/12										
JUAN M TELLO 25727 LEIGH AVE SAN BENITO, TX SS #XXX-XX-3904	3	EXCAVATOR OPERATOR MORE THAN 50,000LBS	0.00																
			8.00	8.00	8.00	8.00	8.00	8.00			40.00	35.43	\$945.00	\$65.00	\$13.70	\$58.59	\$137.29	\$807.71	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date JULY 17 2015

I, ELISA VASQUEZ ADMINISTRATOR
(Name of Signatory Party) (Title)

do hereby state:
(1) That I pay or supervise the payment of the persons employed by
ROJAS CONSTRUCTION & PAVING LLC on the
(Contractor or Subcontractor)

6 day of JULY, 2015, and ending the 12 day of JULY, 2015
(Building or Work); that during the payroll period commencing on the
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

ROJAS CONSTRUCTION & PAVING 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 C.F.R. 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. § 3145), 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	SIGNATURE
ELISA VASQUEZ, ADMINSTRATOR	
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.	



U.S. Wage and Hour Division

Rev. Dec. 2008

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Department of Labor
Wage and Hour Division

NAME OF CONTRACTOR OR SUBCONTRACTOR PROJECT OR CONTRACT NO. HCCDD1-14-011-04-29

ADDRESS 240 FRONTAGE RD ALAMO, TX 78516 PROJECT AND LOCATION HIDALGO COUNTY PCT. 4 NORTH SEMINARY DRAINAGE

OMB No.: 1235-0008
Expires: 01/31/2015

FOR WEEK ENDING 07/05/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(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	TH	F	S	S				FICA	WITH- HOLDING TAX	MEDI CARE	SS		OTHER	TOTAL DEDUCTIONS
			6/29	6/30	7/01	7/02	7/03	7/04	7/05										
JUAN M TELLO 25727 LEIGH AVE SAN BENITO, TX SS #XXX-XX-3904	3	EXCAVATOR OPERATOR MORE THAN 50,000LBS									0.00	\$35.43	\$945.00					\$137.29	\$807.71
											8.00	8.00							
											8.00	8.00							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5602, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date JULY 17 2015

I, ELISA VASQUEZ ADMINISTRATOR
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ROJAS CONSTRUCTION & PAVING LLC on the 29 day of JUNE, 2015, and ending the 5 day of JULY, 2015, that during the payroll period commencing on the _____ (Building or Work); that no rebates have been or will be made either directly or indirectly to or on behalf of said

ROJAS CONSTRUCTION & PAVING LLC 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 C.F.R. 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. § 3145), 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 ELISA VASQUEZ, ADMINISTRATOR	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.	



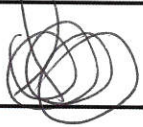
Contractor's Affidavit of Release of Liens

PROJECT:	<u>NORTH SEMINARY DRAINAGE</u>	PROJECT NO.
OWNER:	<u>HIDALGO CO DRAINAGE NO. 1</u>	<u>HCD1-14-011-04-16</u>
CONTRACTOR:	<u>ROJAS CONSTRUCTION & PAVING</u>	
ENGINEER:	<u>QUINTANILLA, HEADLY & ASSOCIATES</u>	

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 a bond acceptable to the Owner for each exception.)
 NONE

CONTRACTOR

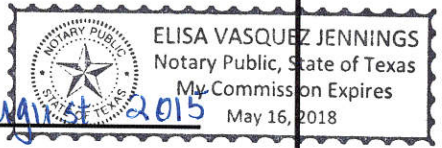
By EFRAIN ROJAS LONGORIA 

Title MANAGING MEMBER

Subscribed and sworn to before me this 20th day of August 2015

Notary Public: ELISA VASQUEZ JENNINGS

My Commission Expires: May 16, 2018



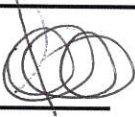
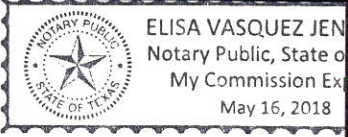



CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT:	<u>NORTH SEMINARY DRAINAGE</u>	PROJECT NO.	<u>HCDD1-14-011</u>
OWNER:	<u>HIDALGO CO. DRAINAGE NO. 1</u>		
CONTRACTOR:	<u>ROJAS CONSTRUCTION & PAVING</u>		← 04 - 16
ENGINEER:	<u>QUINTANILLA, HEADLEY</u>		

The Contactor 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 a bond acceptable to the Owner for each exception.)
NONE

CONTRACTOR		
By	<u>EFRAIN ROJAS LONGORIA</u>	
Title	<u>MANAGING MEMBER</u>	
Subscribed and sworn to before me this	<u>20th</u>	day of <u>August 2015</u>
Notary Public:		
My Commission Expires:	<u>May 16, 2018</u>	

SURETEC INSURANCE COMPANY

CONSENT OF SURETY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

BOND NO.: 5179228

TO OBLIGEE:

(Name and Address)

Hidalgo County Drainage District # 1
902 N Doolittle Road Edinburg, TX 78541

CONTRACT FOR:

HCDD1-14-011-04-16

PROJECT:

(Name and Address)

Hidalgo County Precinct 4 North Seminary Drainage

CONTRACT DATED:

PRINCIPAL: Rojas Heavy Equipment, LLC dba Rojas Construction & Paving
240 Frontage Road Alamo, TX 78516-9702

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company

1330 Post Oak Blvd., Suite 1100

Houston, TX 77056

, SURETY,

on bond of

(Insert name and address of Contractor)

Rojas Heavy Equipment, LLC dba Rojas Construction & Paving
240 Frontage Road Alamo, TX 78516-9702

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

(Insert name and address of Obligee)

Hidalgo County Drainage District # 1

902 N Doolittle Road Edinburg, TX 78541

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

August 27, 2015

(Insert in writing the month followed by the numeric date and year)

SureTec Insurance Company

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

Omar Villarreal, Attorney-in-Fact
(Printed name and title)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Omar Villarreal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Rojas Heavy Equipment, LLC dba Rojas Construction & Paving
Obligee: Hidalgo County Drainage District # 1
Amount: \$ 377,057.80

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

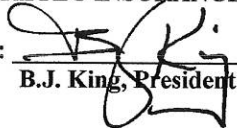
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of April, A.D. 2007.

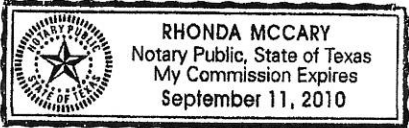
State of Texas ss:
County of Harris

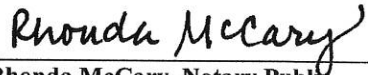


SURETEC INSURANCE COMPANY

By: 
B.J. King, President

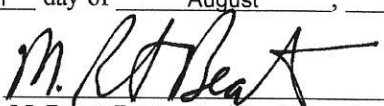
On this 1st day of April, A.D. 2007 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Rhonda McCary, Notary Public
My commission expires September 11, 2010

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of August, 2015, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: Hidalgo County Drainage Dist. No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

Date: September 22, 2015
Attention: Jaime J. Salazar
Re: Pct. No. 4 North Seminary Drainage
Contract No. HCDD1-14-011-04-029
(Contractor: Rojas Construction & Paving)

Description:

- ◆ Invoice No. 065 & Application for Payment No.5 & Final \$ 17,478.00
- ◆ Contract time statement #5 & Final
- ◆ Final Waivers of Lien
- ◆ List of Suppliers
- ◆ Certified Payroll Reports Weeks #19-22
- ◆ Contractor's Affidavit of Release of Liens
- ◆ Contractor's Affidavit of Payment of Debts and Claims
- ◆ Consent of Surety to Final Payment
- ◆ Invoice No. 066 & Application for Retainage

Remarks: Please process for payment. Thank you.

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 22 2015

Sent By: Eulalio Ramirez, P.E.

Delivered By: 8:35 AM/PM

Received By: _____

Time: BY: Rosa Arce

Printed Name



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Checklist/Routing Slip

Invoice/ Backup

Date Received:

9/23/2015

Engineer/Firm Name:

Quintanilla/Rojas Construction

Project Name/Number:

North Seminary Drainage

Invoice No.:

Application for RETAINAGE

Purchase Order No.:

Received By:

Rosa Arce

Forwarded to:

Nora D. Cavazos
Claudette Guerrero

Date: _____
Date: _____

Total # of Pages Submitted:

26

Attachments:

Backup

Forwarded to:

Jose N. Saldivar

Date: _____

Forwarded to:

Lora Briones

Date: _____

Additional Comments:

Included Application for Payment No. 5 FINAL

APPLICATION FOR

RETAINAGE

To: Quintanilla, Headley and Associates Inc. (OWNER)
From: Rojas Construction & Paving (CONTRACTOR)
Contract: HCDD1-14-011-04-029
Project: Hidalgo County Pct. 4 North Seminary Drainage
OWNER's Contract No. HCDD1-14-011-04-029 ENGINEER's Project No. Project Number
For Work accomplished through the date of: 21-Jul-2015

Table with 3 columns: Description, Amount, and Retainage Due. Includes items like Original Contract Price, Net change by Change Orders, Current Contract Price, Total completed and stored to date, Retainage (per Agreement), Total completed and stored to date less retainage, Less previous Application for Payments, Balance to Finish, and AMOUNT DUE THIS APPLICATION (8 MINUS 9): RETAINAGE DUE.

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 27 2015

8:30 AM/PM

BY: [Signature]

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 RETAINAGE 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-Aug-15

Rojas Construction & Paving
CONTRACTOR

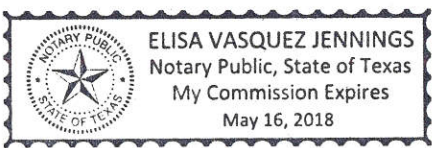
By:

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 20th day of August 2015

[Signature]
Notary Public
My Commission expires: May 16, 2018



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-21-15

Quintanilla, Headley and Associates
ENGINEER

By:

[Signature]

Invoice

Construction & Paving



Equipment Rental & Sales

Date	Invoice #
8/4/2015	066

Rojas Construction & Paving, L.L.C.

240 Frontage Rd
Alamo, TX 78516

Office: 956.787.8778
Fax: 956.787.8789

Bill To

HIDALGO COUNTY DRAINAGE DISTRICT NO.
ONE
902 N. DOOLITTLE
EDINBURG, TX 78542

Description	Rate	Class	Amount
10% Retainage Project: Hidalgo County Pct 4 North Seminary HCDD1-14-011-04-029 TOTAL RETAINANGE DUE	36,955.24		36,955.24
Retainage		Total	\$36,955.24

Schedule of Values

Contractor Name: Rojas Construction & Paving
 Starting Date: 13-Feb-2015
 Project Ending Date: 21-Jul-2015
 Retainage Percent: 10%

Application: PMT #5
 Application Date: 3-Aug-2015
 Period To: 21-Jul-2015
 Engineer Firm: Quintanilla & Headley

Summary																	
Contract Number	Description	Original Schedule Value	C.O.#1 Schedule Value	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Application #5	Retainage for App #5	Payment for Application #5	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
HCCDD1-14-0711-04-029	Hidalgo County Per. 4 North Seminary Drainage	\$ 377,057.80	\$ 25,534.00	\$ 52,107.00	\$ 5,210.70	\$ 46,896.30	\$ 57,881.00	\$ 5,788.10	\$ 52,092.90	\$ 19,421.00	\$ 1,942.10	\$ 17,478.90	\$ 369,552.40	\$ 36,955.24	\$ 332,597.16	\$ 315,118.26	\$ 7,505.40
TOTALS:		\$ 377,057.80	\$ 25,534.00	\$ 52,107.00	\$ 5,210.70	\$ 46,896.30	\$ 57,881.00	\$ 5,788.10	\$ 52,092.90	\$ 19,421.00	\$ 1,942.10	\$ 17,478.90	\$ 369,552.40	\$ 36,955.24	\$ 332,597.16	\$ 315,118.26	\$ 7,505.40

Quantity Worksheet

Contractor Name: Rojas Construction & Paving
 Starting Date: 13-Feb-2015
 Project Ending Date: 21-Jul-2015
 Engineer's / County Project Desc: Hidalgo County Pct. 4 North Seminary Drainage

Application: PMT #5
 Application Date: 3-Aug-2015
 Period To: 21-Jul-2015
 Engineer's / County Project No.: Project Number

No.	Description	Unit	Original Schedule Value			Application #1			Application #2			Application #3			Application #4			Application #5			Balance To Finish			
			Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
BASE BID - Drainage Improvements																								
1	18" RCP TONGUE & GROOVE CL III	LF	\$ 27.00	108.00	\$ 2,916.00		-	\$ -	76.00	76.00	\$ 2,052.00		76.00	\$ -	32.00	108.00	\$ 864.00		108.00	\$ -	\$ 2,916.00	0.00	\$ -	
2	18" RRGCP RUBBER GASKET CL III	LF	\$ 30.60	140.00	\$ 4,284.00	45.00	45.00	\$ 1,377.00	95.00	140.00	\$ 2,907.00		140.00	\$ -		140.00	\$ -		140.00	\$ -	\$ 4,284.00	0.00	\$ -	
3	24" RCP TONGUE & GROOVE CL III	LF	\$ 34.20	1,584.00	\$ 54,172.80		-	\$ -	1,467.00	1,467.00	\$ 50,171.40		1,467.00	\$ -		1,467.00	\$ -		1,467.00	\$ -	\$ 50,171.40	117.00	\$ 4,001.40	
4	24" RRGCP RUBBER GASKET CL III	LF	\$ 37.80	56.00	\$ 2,116.80		-	\$ -	56.00	56.00	\$ 2,116.80		56.00	\$ -		56.00	\$ -		56.00	\$ -	\$ 2,116.80	0.00	\$ -	
5	30" RCP TONGUE & GROOVE CL III	LF	\$ 50.40	1,288.00	\$ 64,915.20	1,273.00	1,273.00	\$ 64,159.20	15.00	1,288.00	\$ 756.00		1,288.00	\$ -		1,288.00	\$ -		1,288.00	\$ -	\$ 64,915.20	0.00	\$ -	
6	30" RRGCP RUBBER GASKET CL III	LF	\$ 54.00	175.00	\$ 9,450.00	90.00	90.00	\$ 4,860.00	85.00	175.00	\$ 4,590.00		175.00	\$ -		175.00	\$ -		175.00	\$ -	\$ 9,450.00	0.00	\$ -	
7	42" RCP TONGUE & GROOVE CL III	LF	\$ 76.50	648.00	\$ 49,572.00	648.00	648.00	\$ 49,572.00		648.00	\$ -		648.00	\$ -		648.00	\$ -		648.00	\$ -	\$ 49,572.00	0.00	\$ -	
8	S.E.T.	EA	\$ 990.00	5.00	\$ 4,950.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -		5.00	5.00	\$ 4,950.00	\$ 4,950.00	0.00	\$ -
9	TYPE CC INLET	EA	\$ 2,700.00	14.00	\$ 37,800.00	6.00	6.00	\$ 16,200.00	8.00	14.00	\$ 21,600.00		14.00	\$ -		14.00	\$ -		14.00	\$ -	\$ 37,800.00	0.00	\$ -	
10	RIP-RAP	EA	\$ 4,050.00	1.00	\$ 4,050.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -		1.00	1.00	\$ 4,050.00	\$ 4,050.00	0.00	\$ -
11	EROSION CONTROL	LS	\$ 1,800.00	1.00	\$ 1,800.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -		1.00	1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ -
12	ROAD DITCH GRADING	LF	\$ 2.70	15,100.00	\$ 40,770.00		-	\$ -		-	\$ -	13,300.00	13,300.00	\$ 35,910.00	1,800.00	15,100.00	\$ 4,860.00		15,100.00	\$ -	\$ 40,770.00	0.00	\$ -	
13	GATE STRUCTURE	EA	\$ 9,000.00	1.00	\$ 9,000.00	1.00	1.00	\$ 9,000.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 9,000.00	0.00	\$ -	
14	ASPHALT DRIVEWAYS	EA	\$ 675.00	66.00	\$ 44,550.00		-	\$ -		-	\$ -		-	\$ -	60.00	60.00	\$ 40,500.00	5.00	65.00	\$ 3,375.00	\$ 43,875.00	1.00	\$ 675.00	
15	TRENCH PROTECTION	LF	\$ 1.80	3,740.00	\$ 6,732.00	1,583.00	1,583.00	\$ 2,849.40	2,157.00	3,740.00	\$ 3,882.60		3,740.00	\$ -		3,740.00	\$ -		3,740.00	\$ -	\$ 6,732.00	0.00	\$ -	
16	CUT & REPAIR ASPHALT	LF	\$ 27.00	285.00	\$ 7,695.00		-	\$ -		-	\$ -		-	\$ -	285.00	285.00	\$ 7,695.00		285.00	\$ -	\$ 7,695.00	0.00	\$ -	
17	TIE-IN	EA	\$ 1,350.00	2.00	\$ 2,700.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -		2.00	2.00	\$ 2,700.00	\$ 2,700.00	0.00	\$ -
18	MANHOLE	EA	\$ 4,050.00	1.00	\$ 4,050.00	1.00	1.00	\$ 4,050.00		1.00	\$ -		1.00	\$ -		1.00	\$ -		1.00	\$ -	\$ 4,050.00	0.00	\$ -	
19	0	0	\$ -	0.00	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -	\$ -	0.00	\$ -	
20	0	0	\$ -	0.00	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -	\$ -	0.00	\$ -	
Total BASE BID							351,523.80		152,067.60		88,075.80		35,910.00		53,919.00		16,875.00						4,676.40	
CHANGE ORDERS																								
1	ASPHALT DRIVEWAYS	LF	\$ 14.15	1,320.00	\$ 18,678.00		-	\$ -		-	\$ -	940.00	940.00	\$ 13,301.00	280.00	1,220.00	\$ 3,962.00	40.00	1,260.00	\$ 566.00	\$ 17,829.00	60.00	\$ 849.00	
2	ADDITIONAL GRATES AT STA 6+80	EA	\$ 1,198.00	2.00	\$ 2,396.00		-	\$ -		-	\$ -	2.00	2.00	\$ 2,396.00		2.00	\$ -		2.00	\$ -	\$ 2,396.00	0.00	\$ -	
3	ADJUSTMENTS FOR GAS LINE	LS	\$ 500.00	1.00	\$ 500.00		-	\$ -		-	\$ -	1.00	1.00	\$ 500.00		1.00	\$ -		1.00	\$ -	\$ 500.00	0.00	\$ -	
4	ADDITIONAL S.E.T.'S	EA	\$ 990.00	4.00	\$ 3,960.00		-	\$ -		-	\$ -		-	\$ -		-	\$ -		2.00	2.00	\$ 1,980.00	\$ 1,980.00	2.00	\$ 1,980.00
Total CHANGE ORDERS							25,534.00		0.00		0.00		16,197.00		3,962.00		2,546.00						\$ 2,829.00	
TOTAL BASE AMOUNTS:							377,057.80		152,067.60		88,075.80		52,107.00		57,881.00		19,421.00				\$ -		7,505.40	

Printed Name: Eulalis Ramirez Date: 3-Aug-2015
 Signature: ELL R

AI -51931

10.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Acceptance of Certificate of Substantial Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1.

B. Acceptance of Certificate of Completion from PEGA JPS Utilities, LLC for Construction Project HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. Project Engineer: Jose Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1.

Request approval to issue manual payment on the following items once audit procedures are complete:

C. Application for Payment No. 3-Final in the amount of \$24,527.70 from PEGA JPS Utilities, LLC for Construction Contract No. HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. PO#627082. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1

D. Application for Payment No. 4-Retainage Release in the amount of \$20,790.80 from PEGA JPS Utilities, LLC for Construction Contract No.

HCDD1-15-007-05-19B Pct.1 Delta West Rural Development Drainage Improvement Project. PO#627082. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1.

BACKGROUND

Fiscal Impact

Attachments

PMT#3-Delta West

PMT#4-Retainage Release

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Claudette Guerrero

Final Approval Date: 10/23/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

10/23/2015 01:12 PM

10/23/2015 06:57 PM

Started On: 10/22/2015 11:10 AM



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Checklist/Routing Slip

Invoice/ Backup

Date Received:

9/11/2015

Engineer/Firm Name:

PEGA JPS

Project Name/Number:

Delta West Rural Dev

Invoice No.:

Pay Application No. 3

Purchase Order No.:

Received By:

Rosa Arce

Forwarded to:

Nora D. Cavazos
Claudette Guerrero

Date: _____
Date: _____

Total # of Pages Submitted:

19

Attachments:

Close-Out Documents

Forwarded to:

Jose N. Saldivar

Date: _____

Forwarded to:

Lora Briones

Date: _____

Additional Comments:

\$45,318.50

1 of 19 pg.

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 11 2015

8:38 AM PM

BY: Rosa Lee



PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593
E-mail: omarpegajps@yahoo.com

Date: Friday, September 11, 2015
Job Name: HCDD1 (Delta West Rural Development Drainage Improvements Project)

Re: Close-Out Documents

Attn.: Mr. Raul E. Sesin, PE, CFM

We are sending you: _____ Attached _____ Under Separate Cover Via The following items

_____ Shop Drawings Pay Request _____ Payroll Report Letter
_____ Change Order _____ Submittal Date _____ Plans _____ Specifications
_____ SW3P _____ Submittals _____ Traffic Control Plan _____ Copy of Letter

Copies	Date	Description
1	9/11/2015	Close-Out Documents, Pay Application No.3 (FINAL)

THESE ARE TRANSMITTED as checked below:

For Approval _____ Approved as Submitted _____ Resubmit _____ Copies for Distribution
_____ For Your Perusal _____ Approved as Noted _____ Submit _____ For Review and Comment
_____ As Requested _____ Returned for Corrections _____ Copies for Approval
_____ For Your Files _____ Return _____ Copies

COMMENTS:

Call if there are any questions.

Thank you!

Received By:

Delivered By:

Hidalgo County Drainage District #1

Pedro Saenz, Managing Member
PEGA JPS Utilities, LLC

Pedro Saenz



APPLICATION FOR PAYMENT NO. 3 (FINAL)

To: Hidalgo County Drainage District No. 1 (OWNER)
From: PEGA JPS Utilities, LLC (CONTRACTOR)
Contract: 15-007-05-19B
Project: Delta West Rural Development Drainage Improvement Project
Owner's Contract No. 15-007-05-19B Engineer's Project No. 15-007-04-29B
For Work accomplished through the date of: September 4, 2015

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$196,404.00; 2. Net change by Change Order and Written Agreements(+or-): \$11,504.00; 3. Current Contract Price (1 plus 2): \$207,908.00; 4. Total completed and stored to date: \$207,908.00; 5. Retainage (per Agreement): 10% of completed Work: \$0.00; Total Retainage: \$207,908.00; 6. Total completed and stored to date less retainage (4 minus 5): \$162,589.50; 7. Less previous Application for Payments: \$45,318.50; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$117,271.00

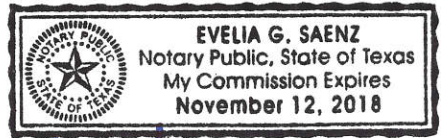
Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

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 therein is now due.

CONTRACTOR:

BY: PEGA JPS Utilities, LLC *Redro Saenz*
State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of September 2015



Notary Public
My Commission expires: November 12, 2018

Evelia Saenz

CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$45,318.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ENGINEER:

By: _____ Date: _____
Project Engineer

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 of Contractor under this Contract.

BOARD:

Board Of Director's Meeting: _____
Ramon Garcia, Chairman of the Board

Estimate Quantity Update Worksheet

Date: September 4, 2015

Colonia: Delta West Rural Development Drainage Improvements Project
 Roadway: FM 493 and Rogers Road, Edinburg, TX

Date Began: 7/6/15
 Contract Time: 90
 Time Charged: 44
 % Time Used: 75.00%

Contractor: PEGA JPS Utilities, LLC
 Contract Price: \$196,404.00
 Work Done this Mo.: 100%
 % Complete: 100%

Project No.: 15-007-05-19B
 County: Hidalgo
 Est. No.: 3 (FINAL)

Work Type: Paving & Drainage
 Limits: 8/25/15
 From: 9/4/15
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
905	2" HMA Type "D"	SF	2,320	\$3.00	\$6,960.00			\$ -				2,320	2,320	6,960.00
905	Prime Coat (MC-30)(52 Gal.)	SF	2,320	1.00	2,320.00							2,320	2,320	2,320.00
905	8" Compacted Caliche Base	SF	2,723	3.00	8,169.00							2,723	2,723	8,169.00
906	Erosion and Sediment Control	LS	1	3,000.00	3,000.00	1		3,000.00						
906	18" High Polypropylene Storm Drain Pipe	LF	169	30.00	5,070.00						169	169	5,070.00	
906	24" High Polypropylene Storm Drain Pipe	LF	393	38.00	14,934.00						393	393	14,934.00	
906	30" High Polypropylene Storm Drain Pipe	LF	407	60.00	24,420.00						407	407	24,420.00	
906	36" High Polypropylene Storm Drain Pipe	LF	579	70.00	40,530.00						579	579	40,530.00	
906	42" High Polypropylene Storm Drain Pipe	LF	376	90.00	33,840.00						376	376	33,840.00	
906	Storm Trench Bedding and Backfill	LF	1,924	5.00	9,620.00						969	969	4,845.00	
906	Trench Excavation Protection	LF	1,924	1.00	1,924.00						969	969	969.00	
906	Manholes	EA	2	2,850.00	5,700.00	2		5,700.00						
906	Type "C-C" Inlet	EA	6	3,200.00	19,200.00	3		9,600.00			3	3	9,600.00	
906	Concrete Headwall for 42" Pipe	EA	1	5,000.00	5,000.00	1		5,000.00						
906	Safety End Treatment for 18" Pipe	EA	5	1,200.00	6,000.00						5	5	6,000.00	
906	Regrade Roadside Ditch	LF	1,739	3.00	5,217.00						1,739	1,739	5,217.00	
906	Traffic Control	LS	1	4,500.00	4,500.00	1		4,500.00						
906	Concrete Collars for Manholes (906) DRAINAGE	EA	2	850.00	1,700.00	2		1,700.00						
Change Order #1														
Change Order #2														
906	Road Grade Work	LF	3,268	3.00	9,804.00							3,268	3,268	9,804.00
Change Order #1														
Change Order #2														

Monthly Totals:	\$109,600.00	\$71,055.00	\$27,253.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$0.00		
Drainage (906):	\$109,600.00	\$71,055.00	\$27,253.00

Total to Date
 Roadway (905): \$207,908.00
 Drainage (906): \$207,908.00
 Total

Prepared and Checked By: *Pedro Saenz* Date: September 4, 2015
 Signature: *Pedro Saenz*
 Printed Name: Pedro Saenz

PEGA JPS Utilities, LLC Contractor Name
 7/6/2015 Starting Date
 9/30/2015 Project Ending Date
 10% Retainage Percent

Application No.: 3
 Application Date: 9/4/2015
 Period To: 8/25/15-9/4/15
 Engineer Firm: Jose N. Saldivar, P.E.

Summary												
CSI#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
15-007-05-19B	Delta West Rural	\$ 196,404.00	\$ 1,700.00	\$ 98,640.00	\$ -	\$ -	\$ 109,600.00	\$ 88,504.00	\$ 10,960.00	\$ 98,640.00	\$ 98,640.00	\$ -
15-007-05-19B	Delta West Rural	196,404.00		-	63,949.50	-	180,655.00	15,749.00	18,065.50	63,949.50	-	63,949.50
15-007-05-19B	Delta West Rural	\$ 196,404.00	\$ 9,804.00	\$ -	\$ -	\$ 45,318.50	\$ 207,908.00	\$ -	\$ -	\$ 45,318.50	\$ -	\$ 45,318.50



PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593

TO: Ms. Nora Cavazos, Hidalgo County Drainage District #1 Adm. Asst.
FROM: A. Omar Flores, Jr., Director of Operations
DATE: September 4, 2015
RE: Delta West Rural Development (List of Vendors)

Ms. Cavazos,

At this time PEGA JPS Utilities, LLC, is submitting this list as per Construction Payment Guide. The list is as follows:

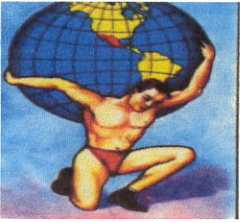
1. No Vendors this Pay Request

Should there be any comments or questions do not hesitate to contact (956) 380-1509. Thank you in advance for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'A. Omar Flores, Jr.', written over a blue scribble.

A. Omar Flores, Jr., Director of Operations
PEGA JPS Utilities, LLC



PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593

TO: Ms. Nora Cavazos, Hidalgo County Drainage District #1 Adm. Asst.
FROM: A. Omar Flores, Jr., Director of Operations
DATE: September 4, 2015
RE: Delta West Rural Development (List of Subcontractors)

Ms. Cavazos,

At this time PEGA JPS Utilities, LLC, is submitting this list as per Construction Payment Guide. The list is as follows:

1. No Subcontractors were used during Pay Application #3 (FINAL)

Should there be any comments or questions do not hesitate to contact (956) 380-1509. Thank you in advance for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'A. Omar Flores, Jr.', written in a cursive style.

A. Omar Flores, Jr., Director of Operations
PEGA JPS Utilities, LLC



CONSENT OF SURETY TO FINAL PAYMENT

Project Name: Delta West Rural Development Drainage Improvement Project
Project Location: FM 493 and Rogers Road, Edcouch, TX
Contract Amount: \$207,908.00
Contract Number: 15-007-05-19B
Bond Number: 461811P
Contractor's Co. Name: PEGA JPS Utilities, LLC

In accordance with the provisions of the contract between the Owner and the Contractor as indicated above, the Developers Surety and Indemnity Company, Surety hereby approves of the Final Payment to the Contractor, and agrees that Final Payment to the Contractor shall not relieve the Surety of any of its obligations to Hidalgo County Drainage District No. 1 located at 902 N. Doolittle Road, Edinburg, TX 78542 as set forth in said Surety's Bonds.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 4th day of September, 20 15.

NOTARY

Attest:

Signature of Notary: Jose L. Saenz
Notary Seal: JOSE L. SAENZ, My Commission Expires November 12, 2015

(Seal):

Developers Surety & Indemnity Company (Surety)

Signature of Authorized Representative

Arroy Alvarez (Printed Name & Title)

9/9/15 Date



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 4th DAY OF September 2015 A FINAL INSPECTION was made of the project herein described.

CONTRACT 15-007-05-19B Delta West Rural Development Drainage Improvement Project

CONTRACT DATE: July 2, 2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: PEGA JPS Utilities, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF Drainage Improvements

CONTRACT NO: 15-007-05-19B

Located in or near the City/Precinct Of Edcouch/Hidalgo

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

"None"

2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$196,404.00</u>
Present Amount of Contract	<u>\$207,908.00</u>
Total Amount of earned to Date	<u>\$207,908.00</u>
Less: previous payments	<u>\$162,589.50</u>
Balance	<u>\$45,318.50</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$45,318.50</u>

6. That the final payment in the amount of \$45,318.50
_____ is now due and payable.

Engineer's Signature

CONCURRED BY:

PEGA JPS Utilities, LLC

Contractor's Name

By: Pedro Saenz *Pedro Saenz*

Title: Managing Member

CONCURRED BY:

Hon. Ramon Garcia,



LETTER OF WARRANTY

Date: September 4, 2015

Project Name: Delta West Rural Development Drainage Improvement Project

Project Location: FM 493 and Rogers Road

Contract Number: 15-007-05-19B

Contract Amount: \$207,908.00

PEGA JPS Utilities, LLC warrants all labor performed and material installed at the above-mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse.

Under this warranty, PEGA JPS Utilities, LLC will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault PEGA JPS Utilities, LLC workmanship and/or material, PEGA JPS Utilities, LLC will at no cost to the Owner repair or replace defective material.

Respectfully,

Pedro Saenz, Managing Member

Name

Title

Contractor Company Name: PEGA JPS Utilities, LLC



CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Delta West Rural Development PROJECT NO. 15-007-05-19B
OWNER: Hidalgo County Drainage District #1
CONTRACTOR: PEGA JPS Utilities, LLC
ENGINEER: Jose N. Saldivar

The Contactor 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 a bond acceptable to the Owner for each exception.)

"None"

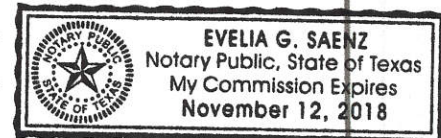
CONTRACTOR

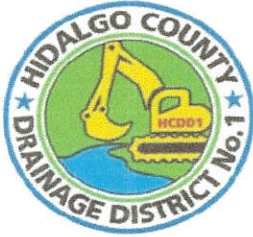
By Pedro Saenz *Pedro Saenz*
Title Managing Member

Subscribed and sworn to before me this 4th day of September 2015

Notary Public: Evelia Saenz

My Commission Expires: November 12, 2018





Contractor's Affidavit of Release of Liens

PROJECT:	<u>Delta West Rural Development</u>	PROJECT NO.	<u>15-007-05-19B</u>
OWNER:	<u>Hidalgo County Drainage District #1</u>		
CONTRACTOR:	<u>PEGA JPS Utilities, LLC</u>		
ENGINEER:	<u>Jose N. Saldivar</u>		

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 a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR

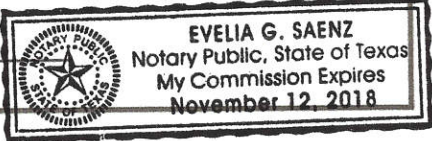
By Pedro Saenz *Pedro Saenz*

Title Managing Member

Subscribed and sworn to before me this 4th day of September 2015

Notary Public: Evelia Saenz

My Commission Expires: November 12, 2015



Certified Payroll Report

Contractor PEGA JPS Utilities, LLC
 24105 BRUSHLINE RD
 EDINBURG, TX 78542
Tax ID 46-4770682

Project PEGA JPS Utilities, LLC:1005-HCDD1
 Delta West Rural
 24105 Brushline Road
 Edinburg, TX 78542-0937

Project/Contract # 15-007-05-19B
Payroll Number 7
For Week Ending 8/23/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay
				Mon 17	Tue 18	Wed 19	Thu 20	Fri 21	Sat 22	Sun 23											
Cepeda, Marco A. 5223 North Mile 5 1/2 West Weslaco, TX 78596	2158	Hourly (Field)	RT	8.00	8.00	8.00	8.00	8.00		24.00	24.00	11.00	264.00	374.00	23.19	5.43	0.00	0.00	0.00	28.62	345.38
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	6986	Hourly (Field)	RT	8.00	9.00	8.00	2.00	8.00		35.00	35.00	13.69	479.15	479.15	29.71	6.95	1.00	0.00	0.00	37.66	441.49
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	3269	Salary (Field)	RT	8.00	9.00	8.00				25.00	25.00	16.25	406.13	609.20	37.77	8.83	29.00	0.00	0.00	75.60	533.60
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	8225	Hourly (Field)	RT	8.00	8.00	8.00				24.00	24.00	10.10	242.40	368.65	22.86	5.35	0.00	0.00	28.21	340.44	

Certified Payroll Report

Contractor PEGA JPS Utilities, LLC
 24105 BRUSHLINE RD
 EDINBURG, TX 78542
 Tax ID 46-4770682

Project PEGA JPS Utilities, LLC:1005-HCDD1
 Delta West Rural
 24105 Brushline Road
 Edinburg, TX 78542-0937

Project/Contract # 15-007-05-19B
Payroll Number 8
For Week Ending 8/30/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Deduct	Total Net Pay
				24	25	26	27	28	29	30												
Cepeda, Marco A. 5223 North Mile 5 1/2 West Weslaco, TX 78596	2158	Hourly (Field)	RT OT	8.00	8.00	8.00	9.50	6.50	0.50	40.00	0.50	11.00	448.25	448.25	27.79	6.50	0.00	0.00	0.00	0.00	34.29	413.96
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	6986	Hourly (Field)	RT OT	8.00	8.00	8.00	10.00	6.00	2.00	40.00	2.00	13.69	588.68	588.68	36.49	8.54	12.00	0.00	0.00	0.00	57.03	531.65
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	3269	Salary (Field)	RT	8.00	8.00	8.00	10.50	7.00		41.50	41.50	14.68	609.20	609.20	37.77	8.84	29.00	0.00	0.00	0.00	75.61	533.59
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	8225	Hourly (Field)	RT OT	8.00	8.00	8.00	10.50	5.50	1.50	40.00	1.50	10.10	426.73	426.73	26.46	6.19	0.00	0.00	0.00	0.00	32.65	394.08

Date: Sep-10, 2015
I, Pedro Saenz, Managing Member, do hereby state:

(1) That I pay or supervise the payment of the persons employed by PEGA, JPS Utilities, LLC on the project PEGA, JPS Utilities, LLC:1005-HOOD1 Delta West Rural; that during the payroll period commencing on Aug-24, 2015 and ending on Aug-30, 2015 all persons employed on the 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 PEGA, JPS Utilities, LLC from the full weekly 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; 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 and 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 Pedro Saenz, Managing 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.

Certified Payroll Report

Contractor PEGA JPS Utilities, LLC 24105 BRUSHLINE RD EDINBURG, TX 78542 Tax ID 46-4770682	PEGA JPS Utilities, LLC:1005-HCDD1 Delta West Rural 24105 Brushline Road Edinburg, TX 78542-0937	Project/Contract # 15-007-05-19B Payroll Number 9 For Week Ending 9/6/2015
---	---	---

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Mon	Tue	Wed	Thu	Fri	Sat	Sun												
				31	1	2	3	4	5	6												
Cepeda, Marco A. 5223 North Mile 5 1/2 West Weslaco, TX 78596	2158	Hourly (Field)	RT OT	8.50	8.00	9.50	10.00	4.00	1.00	40.00	40.00	11.00	456.50	456.50	28.30	6.62	0.00	0.00	0.00	0.00	34.92	421.58
Hinojosa, Felix 3617 Yandel Street Edinburg, TX 78542	6986	Hourly (Field)	RT OT	8.00	8.00	8.00	10.00	6.00	1.00	40.00	40.00	13.69	568.14	568.14	35.23	8.24	10.00	0.00	0.00	0.00	53.47	514.67
Saenz, Silvestre 9413 North Mile 13 1/2 West Mercedes, TX 78570	3269	Salary (Field)	RT	8.00	8.00	8.00	8.00	8.00		40.00	40.00	15.23	609.20	609.20	37.77	8.83	29.00	0.00	0.00	0.00	75.60	533.60
Vela, Gilberto 11225 Taylor Lane Novasota, TX 77865	8225	Hourly (Field)	RT OT	8.50	9.00	9.50	10.00	3.00	7.00	40.00	40.00	10.10	510.05	510.05	31.62	7.39	0.00	0.00	0.00	0.00	39.01	471.04

Date: Sep-10, 2015
 I, **Pedro Saenz, Managing Member**, do hereby state:

(1) That I pay or supervise the payment of the persons employed by PEGA JPS Utilities, LLC on the project PEGA JPS Utilities, LLC: 1005-HCDD1 Delta West Rural, that during the payroll period commencing on Aug-31, 2015 and ending on Sep-06, 2015 all persons employed on the 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 PEGA JPS Utilities, LLC from the full weekly 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 (45 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 and 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 Pedro Saenz, Managing 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.	



APPLICATION FOR PAYMENT NO. 4 (RETAINAGE)

To: Hidalgo County Drainage District No. 1 (OWNER)
From: PEGA JPS Utilities, LLC (CONTRACTOR)
Contract: 15-007-05-19B
Project: Delta West Rural Development Drainage Improvement Project
Owner's Contract No: 15-007-05-19B Engineer's Project No: 15-007-04-29B
For Work accomplished through the date of: September 4, 2015

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price (\$196,404.00), 2. Net change by Change Order and Written Agreements (+or-) (\$11,504.00), 3. Current Contract Price (1 plus 2) (\$207,908.00), 4. Total completed and stored to date (\$207,908.00), 5. Retainage (per Agreement): 10% of completed Work, Total Retainage (\$207,908.80), 6. Total completed and stored to date less retainage (4 minus 5) (\$187,117.20), 7. Less previous Application for Payments (\$ 20,790.80), 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)

Accompanying Documentation:

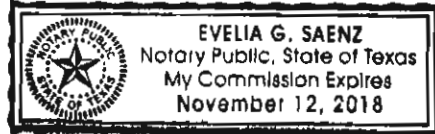
CONTRACTOR'S CERTIFICATION:

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 therein is now due.

CONTRACTOR:

By: PEGA JPS Utilities, LLC Pedro Saura

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of September 2015



Notary Public
My Commission expires: November 12, 2018

Evelia Saenz (Signature)

CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$20,790.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ENGINEER:

By: [Signature] Project Engineer Date: 09/15/15

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 of Contractor under this Contract.

BOARD:

Board Of Director's Meeting: Ramon Garcia, Chairman of the Board

AI# 51931
000 10/27/15

PEGA JPS Utilities, LLC	Contractor Name
7/6/2015	Starting Date
9/30/2015	Project Ending Date
10%	Retainage Percent

Application No.:	4 (RETAINAGE)
Application Date:	9/4/2015
Period To:	8/25/15-9/4/15
Engineer Firm:	Jose N. Saldivar, P.E.

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Payment Application #4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
15-007-05-19B	Delta West Rural	\$ 196,404.00	\$ 1,700.00	\$ 98,640.00	\$ -	\$ -		\$ 109,600.00	\$ 88,504.00	\$ 10,960.00	\$ 98,640.00	\$ 98,640.00	\$ -
15-007-05-19B	Delta West Rural	196,404.00		-	63,949.50	-		180,655.00	15,749.00	18,065.50	63,949.50	63,949.50	-
15-007-05-19B	Delta West Rural	\$ 196,404.00	\$ 9,804.00	\$ -	\$ -	\$ 24,527.70		\$ 207,908.00	\$ -	\$ 20,790.80	\$ 24,527.70	\$ 24,527.70	\$ -
15-007-05-19B	Delta West Rural	\$ 196,404.00						\$ 207,908.00	\$ -	\$ -	\$ 20,790.80		\$ 20,790.80



LETTER OF WARRANTY

Date: September 4, 2015

Project Name: Delta West Rural Development Drainage Improvement Project

Project Location: FM 493 and Rogers Road

Contract Number: 15-007-05-19B

Contract Amount: \$207,908.00

PEGA JPS Utilities, LLC warrants all labor performed and material installed at the above-mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse

Under this warranty, PEGA JPS Utilities, LLC will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and/or material installed by us. If said damage is judged to be the fault PEGA JPS Utilities, LLC workmanship and/or material, PEGA JPS Utilities, LLC will at no cost to the Owner repair or replace defective material.

Respectfully,

Pedro Saenz, Managing Member

Name

Title

A handwritten signature in cursive script that reads "Pedro Saenz".

Contractor Company Name: PEGA JPS Utilities, LLC



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 4th DAY OF September 2015 A FINAL INSPECTION was made of the project herein described.

CONTRACT 15-007-05-19B Delta West Rural Development Drainage Improvement Project

CONTRACT DATE: July 2, 2015

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

CONSTRUCTION CONTRACTOR: PEGA JPS Utilities, LLC

OF THE CITY OF Edinburg STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF Drainage Improvements

CONTRACT NO: 15-007-05-19B

Located in or near the City/Precinct Of Edcouch/Hidalgo

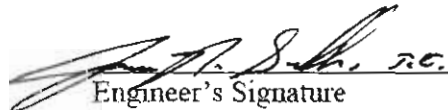
THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
"None"
2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$196,404.00</u>
Present Amount of Contract	<u>\$207,908.00</u>
Total Amount of earned to Date	<u>\$207,908.00</u>
Less: previous payments	<u>\$187,117.20</u>
Balance	<u>\$ 20,790.80</u>
Authorized deductions	<u>\$ 0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$ 20,790.80</u>

6. That the final payment in the amount of twenty thousand seven hundred ninety dollars and eighty cents (\$20,790.80) is now due and payable.


Engineer's Signature

CONCURRED BY:

PEGA JPS Utilities, LLC
Contractor's Name

By: Pedro Saenz 

Title: Managing Member

CONCURRED BY:

Hon. Ramon Garcia,

BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 461811P

Principal:

Pega JPS Utilities, LLC

Obligee:

Hidalgo County Drainage District No. 1

Surety:

Developers Surety and Indemnity Company

Effective September 14, _____, 2015, it is agreed that:

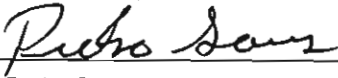
The penalty amount on performance and payment bond is increased to 207,908.00 in lieu of 196,404.00

Nothing here in contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 14th _____ day of September _____, 2015 .

Principal:

Pega JPS Utilities, LLC


By: Pedro Saenz

Surety:

Developers Surety and Indemnity Company


Andy Alvarez Attorney-in-Fact

PRODUCER:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725 IRVINE CA 92621 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA do each hereby make, constitute and appoint

Andy Alvarez, Phil Young, Dewey Young, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of surety ship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013

By *Daniel Young*
Daniel Young, Senior Vice-President

By *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me,
Date

Antonio Alvarado, Notary Public
Here Insert Name and Title of the Officer

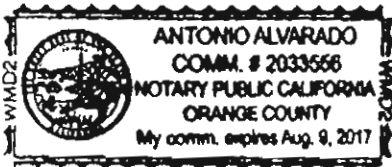
personally appeared _____ Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature, *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate

This Certificate is executed in the City of Irvine, California, this 14th day of September, 2015

By *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Checklist/Routing Slip

Invoice/ Backup

Date Received: 9/11/2015

Engineer/Firm Name: PEGA JPS

Project Name/Number: Delta West Rural Dev

Invoice No.: Pay Application No. 3

*Put #4
Retainage Rqst*

Purchase Order No.: _____

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos *Ude*
Claudette Guerrero

Date: 9-11-15
Date: 9-15-15

Total # of Pages Submitted: 19

Attachments: Close-Out Documents

Forwarded to: Jose N. Saldivar Date: _____

Forwarded to: Lora Briones Date: _____

Additional Comments: \$45,318.50

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE



PEGA JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542-0937
Phone: (956) 380-1509
Fax: (956) 380-1593
E-mail: omarpegajps@yahoo.com

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 11 2015

8:38 AM PM

BY: Rosa Oae

Date: Friday, September 11, 2015
Job Name: HCDD1 (Delta West Rural Development Drainage Improvements Project)

Re: Close-Out Documents

Attn.: Mr. Raul E. Sesin, PE, CFM

We are sending you: _____ Attached _____ Under Separate Cover Via The following items

_____ Shop Drawings Pay Request _____ Payroll Report Letter
_____ Change Order _____ Submittal Date _____ Plans _____ Specifications
_____ SW3P _____ Submittals _____ Traffic Control Plan _____ Copy of Letter

Copies	Date	Description
1	9/11/2015	Close-Out Documents, Pay Application No.3 (FINAL)

THESE ARE TRANSMITTED as checked below:

For Approval _____ Approved as Submitted _____ Resubmit _____ Copies for Distribution
_____ For Your Perusal _____ Approved as Noted _____ Submit _____ For Review and Comment
_____ As Requested _____ Returned for Corrections _____ Copies for Approval
_____ For Your Files _____ Return _____ Copies

COMMENTS:

Call if there are any questions.

Thank you!

Received By:

Hidalgo County Drainage District #1

Delivered By:

Pedro Saenz, Managing Member Pedro Saenz
PEGA JPS Utilities, LLC

AI -51933

11.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to issue manual payment on the following items once audit procedures are complete:

A. Application for Payment No. 1 in the amount of \$86,832.00 from Foremost Paving, Inc. related to Construction Contract No. HCDD1-14-032-02-17 Slope Repair of the Main Floodwater Channel Weir No. 5. PO#626788. Project Engineer: Entech Civil Engineers.

BACKGROUND

Fiscal Impact

Attachments

PMT#1-Weir5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:12 PM
Final Approval	Monica Badillo	10/23/2015 06:57 PM
Form Started By: Claudette Guerrero		Started On: 10/22/2015 11:30 AM
Final Approval Date: 10/23/2015		

ENTECH CIVIL ENGINEERS, INC.
CONSULTING ENGINEERS • PROJECT MANAGERS

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

SEP 04 2015

1000 AM/PM
BY: *Rosa Ace*

September 2, 2015

Hidalgo Drainage District 1
902 North Doolittle Road
Edinburg, TX 78539

Attn: Mr. Jaime Salazar, Buyer

**Ref: Contract No. HCDD1-14-032-02-17- Hidalgo County Drainage District 1
Main Floodwater Channel "Weir No. 5" – Slope Repair**

Dear Mr. Salazar,

Attached is the Contractor's revised request for payment No.1 for the sum of \$86,832.00 (Eighty-six thousand eight hundred thirty two dollars) for work accomplished in July 2015.

We recommend payment as the work noted therein has been accomplished

Should you have any questions, please do not hesitate to contact me.

Yours truly


Michael Spiegel, PE
Project Manager



FOREMOST PAVING, INC.

P.O. BOX 29 WESLACO, TEXAS 78599-0029

APPLICATION FOR PAYMENT NO. 1

RECEIVED HIDALGO COUNTY DRAINAGE DISTRICT #1

SEP 04 2015

10:00 AM PM BY: [Signature]

To: Hidalgo County Drainage District No. One (OWNER)
From: Foremost Paving, Inc. (CONTRACTOR)
Contract: HCDDI-14-032-02-17
Project: HCDD #1 Main Floodwater Channel "Weir No. 5" - Slope Repair
Owner's Contract No. HCDDI-14-032-02-17 Engineer's Project No.
For Work accomplished through the date of: 7/31/15

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$285,730.00; 2. Net change by Change Order and Written Agreements (+ or -): 0.00; 3. Current Contract Price (1 plus 2): \$285,730.00; 4. Total completed and stored to date: \$96,480.00; 5. Retainage (per Agreement): 10% of completed Work: \$9,648.00; Total Retainage: \$86,832.00; 6. Total completed and stored to date less retainage (4 minus 5); 7. Less previous Application for Payments: 0.00; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$86,832.00

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

Date 8/19/15

Foremost Paving, Inc. CONTRACTOR

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 19th day of August 2015



[Handwritten Signature]

[Handwritten Signature]
Notary Public
My Commission expires: March 19, 2018

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 8-31-2015

EN TECH CIVIL ENGRS
ENGINEER
BY: [Handwritten Signature]

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Hidalgo County Drainage District No. 1
 902 North Doolittle
 Edinburg, Tx 78539

PROJECT:

HCDD1-14-032-02-17
 Main Floodwater Channel "Weir No. 5"
 Slope Repair

APPLICATION #: 1

DISTRIBUTION TO:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Man.
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer

APPLICATION DATE: 8/5/2015
PERIOD TO: 7/31/2015
PROJECT NO: HCDD1-14-032-02-17
P.O. NO.:
CONTRACT DATE: 2/17/2015
CONTRACT DAYS: 90
CONTRACT FIRST WORK DAY:

FROM CONTRACTOR:

Foremost Paving, Inc.
 P.O. Box 29
 Welaco, Tx 78599

ENGINEER:

Entech Civil Engineers
 16360 Park Ten Plaza, Suite 230
 Houston, Tx 77084

CONTRACT FOR: HCDD#1 Main Floodwater Channel "Weir No. 5" - Slope Repair\

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet is Attached

1. Original Contract Sum	285,730.00
2. Net Change by Change Orders	-
3. Contract Sum to Date (Line 1+/- 2)	285,730.00
4. Total Completed & Stored To Date	96,480.00
A. Materials on Hand	-
5. Retainage	-
a. 10.0% of Completed Work	9,648.00
b. 10% of Stored Material	-
Total in Column O of Continuation Sheet -	86,832.00
6. Total Earned Less Retainage	86,832.00
7. Less Previous Certificates for Payment	-
8. Current Balance Payment Due	86,832.00
9. Balance to Finish, Including Retainage	189,250.00

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 therein is now due

CONTRACTOR: Foremost Paving, Inc.

By: [Signature] **Date:** 8/19/2015

State of: Texas

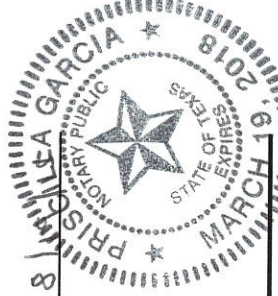
County of: Hidalgo

Subscribed and Sworn and sworn to before me

to me before this 19th DAY of August 2015

Notary Public [Signature]

My Commission Expires: March 19, 2018



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer'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----\$ 96,480.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the continuation sheet that are changed to conform to the amount certified)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$0.00	\$0.00
total approved this month	\$0.00	\$0.00
Totals	\$0.00	\$0.00
NET CHANGES by Change orders		

Engineer: Entech Civil Engineers

By: [Signature]

Date: 8-31-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor name herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner of contractor under this Contract

Contractor:

From: Foremost Paving, Inc.
P.O. Box 29
Weslaco, Tx 78599

Project No. HCDD1-14-032-02-17
Description Main Floodwater Channel "Weir No. 5" Slope Repair

Subcontractor To: Hidalgo County Drainage District No. 1
902 North Doolittle
Edinburg, Tx 78539

Period: 7/23-31/15
Pay Request: 1
Date: 08/05/2015

Item No.	Item Description	Unit of Measure	Original Contract Quantity	Revised Contract Quantity	Quantity Completed to Date	Unit Price	Item Total Cost	Revised Item Total Cost	Change in Contract Cost	Amount of Completed Work
110	Channel Excavation	CY	230	230	0	\$23.00	\$5,290.00	\$5,290.00	\$0.00	\$0.00
134	Backfill Ty A	CY	350	350	0	\$148.00	\$51,800.00	\$51,800.00	\$0.00	\$0.00
407	Temporary Sheet Piling	SF	2800	2800	1440	\$67.00	\$187,600.00	\$187,600.00	\$0.00	\$96,480.00
432	Riprap	Ton	380	380	0	\$108.00	\$41,040.00	\$41,040.00	\$0.00	\$0.00
	Materials On Hand					Subtotal	\$285,730.00	\$285,730.00	\$0.00	\$96,480.00
						Subtotal	\$0.00	\$0.00		\$0.00

TOTALS \$285,730.00 \$285,730.00 \$0.00 \$96,480.00

Submitted:

(Contractor)

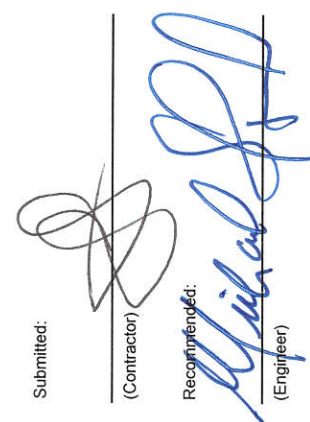
Recommended:


(Engineer)

Approval:

(Owner)

Original Amount of Contract:	\$285,730.00
Approved Change Orders	\$0.00
Total Amount of Contract:	\$285,730.00
Total Amount of Work Completed:	\$96,480.00
Less Amount Retained:	\$9,648.00
	10%
Net Amount Due on Contract:	\$86,832.00
Less Amount of Previous Payments:	\$0.00
Balance Due This Estimate:	\$86,832.00

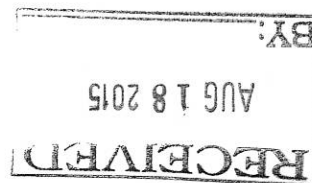


(Contractor)
Recommended:


(Engineer)
Approval:

(Owner)

ENTECH CIVIL ENGINEERS, INC.
CONSULTING ENGINEERS • PROJECT MANAGERS



August 9, 2015

Foremost Paving , Inc
P.O. Box 29
Weslaco, TX 78549

Attn: Mr. Juan Galvan

**Ref: Contract No. HCDD1-14-032-02-17- Hidalgo County Drainage District 1
Main Floodwater Channel "Weir No. 5" – Slope Repair**


Dear Mr. Galvan

Reference is made to your Request for Payment #1 in the sum of \$173,664.00 for the placement of the sheet piling on the above project.

The bid price per square foot of the sheet piling is for the placement, maintenance and removal of the sheet piling.

Thus I cannot approve the requested amount since only half the work (installing) has been done. Please resubmit the request with the proper sum .

Regards


Michael Spiegel, PE
Project Manager

Cc: Mr. Jaime Salazar, HCDD1
File

15-624

Date 5/21/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 10 day of May 2015 on the (Building or work) and ending the 16 day of May 2015 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 FOREMOST PAVING 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 5 (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. 27 6c), 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
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

FOREMOST PAVING
POST OFFICE BOX 29
WESLACO

CONTRACTOR _____ CONTRACT NO _____
OR SUBCONTRACTOR _____
, TX 78599

PROJECT: 15624 HCCD#1-REPAIRS WEIR#5-LYFORD
AND LOCATION: STRUCTURE
WAGE DECISION: 000000000000

PAYROLL NO _____ FOR WEEK ENDING 5/16/15

GROSS -D E D U C T I O N S--

EMPLOYEE NAME, ADDRESS, SOCIAL SECURITY NUMBER AND WORK CLASSIFICATION	SUN 05/10	MON 05/11	TUE 05/12	WED 05/13	THU 05/14	FRI 05/15	SAT 05/16	TOTAL HOURS	EARNED THIS JOB/	D E D U C T I O N S--			CHECK NO NET WAGES
										FICA STATE	SDI LTX. DED- OTHER	TOTAL UCTI O N S	
SSN: 1417 # DEPS: 0 Work Class: 1175 - 1175													
AMERICO R. SOLIS													
OT	.00	.00	.00	.00	.00	.00	.00						
ST	.00	5.00	.00	.00	.00	.00	.00	5.00	62.50	50.73	.00		136820
RATE	.000	12.500	.000	.000	.000	.000	.000	5.00	621.88	47.58	.00		
SUBSIS.	.00	.00	.00	.00	.00	.00	.00			.00	10.92	109.23	512.65

SEX: M

15624

Date 6/01/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 17 day of May 2015 on the (Building or work) and ending the 23 day of May 2015 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 FOREMOST PAVING 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 5 (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. 27 6c), 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

5624

Date 6/04/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 24 day of May 2015 on the (Building or work) and ending the 30 day of May 2015 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 FOREMOST PAVING 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 5 (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. 27 6c), 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

[X] 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

[X] 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

15624

Date 6/12/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on
the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 31 day of May 2015
(Building or work)
and ending the 6 day of June 2015 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
FOREMOST PAVING
(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 5 (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. 27 6c), 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

15624

Date 6/19/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on
the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 7 day of June 2015
(Building or work)
and ending the 13 day of June 2015 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
FOREMOST PAVING
(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 5 (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. 27 6c), 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

15624

Date 6/25/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on
the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 14 day of June 2015
(Building or work)

and ending the 20 day of June 2015 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
FOREMOST PAVING from the full weekly wages earned by any person and that no deductions have

(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined
in Regulations, Part 5 (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. 27 6c), 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

[X] 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

[X] 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
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

FOREMOST PAVING
POST OFFICE BOX 29
WESLACO

CONTRACTOR _____ CONTRACT NO _____
OR SUBCONTRACTOR _____
, TX 78599

PROJECT: 15624 HCCD#1-REPAIRS WEIR#5-LYFORD
AND LOCATION: STRUCTURE
WAGE DECISION: 000000000000

PAYROLL NO _____ FOR WEEK ENDING 6/20/15

GROSS - D E D U C T I O N S --

EMPLOYEE NAME, ADDRESS, SOCIAL SECURITY NUMBER AND WORK CLASSIFICATION	SUN 06/14	MON 06/15	TUE 06/16	WED 06/17	THU 06/18	FRI 06/19	SAT 06/20	TOTAL THIS JOB/ HOURS	D E D U C T I O N S --				CHECK NO NET WAGES
									EARNED	FED WH FICA	SDI LTX.	TOTAL DED- OTHER UCTIONS	

SSN: 1158 # DEPS: 4 Work Class: 1172 - 1172

RODRIGO . ALANIS JR.	OT	.00	.00	.00	.00	.00	.00	.00							
	ST	.00	.00	3.00	.00	.00	.00	.00	3.00	29.58	7.95	.00			138242
	RATE	.000	.000	9.860	.000	.000	.000	.000	3.00	431.38	33.01	.00			
	SUBSIS.	.00	.00	.00	.00	.00	.00	.00			.00	.00	40.96		390.42

SEX: M

SSN: 1405 # DEPS: 3 Work Class: 1172 - 1172

POLIN . GUERRA	OT	.00	.00	.00	.00	.00	.00	.00							
	ST	.00	.00	3.00	.00	.00	.00	.00	3.00	29.58	3.52	.00			138243
	RATE	.000	.000	9.860	.000	.000	.000	.000	3.00	431.38	33.01	.00			
	SUBSIS.	.00	.00	.00	.00	.00	.00	.00			.00	.00	36.53		394.85

SEX: M

SSN: 4108 # DEPS: 2 Work Class: 1347 - 1347

RODRIGO . MALDONADO	OT	.00	.00	.00	.00	.00	.00	.00							
	ST	.00	.00	4.00	.00	.00	.00	.00	4.00	68.00	101.40	.00			138244
	RATE	.000	.000	17.000	.000	.000	.000	.000	4.00	1113.50	85.19	.00			
	SUBSIS.	.00	.00	.00	.00	.00	.00	.00			.00	.00	186.59		926.91

SEX: M

SSN: 1417 # DEPS: 0 Work Class: 1175 - 1175

AMERICO R. SOLIS	OT	.00	.00	.00	.00	.00	.00	.00							
	ST	.00	.00	3.00	.00	.00	.00	.00	3.00	37.50	66.20	.00			138204
	RATE	.000	.000	12.500	.000	.000	.000	.000	3.00	725.00	55.46	.00			
	SUBSIS.	.00	.00	.00	.00	.00	.00	.00			.00	10.92	132.58		592.42

SEX: M

15624

Date 7/03/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 21 day of June 2015 (Building or work) and ending the 27 day of June 2015 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 FOREMOST PAVING from the full weekly wages earned by any person and that no deductions have (Contractor or subcontractor) been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 5 (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. 27 6c), 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

[X] 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

[X] 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
NO WORK PERFORMED

NAME AND TITLE | SIGNATURE
LUCY R. CABALLERO | Lucy R. Caballero, PAYROLL ADMINISTRATOR

15-624

Date 7/10/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on
the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 28 day of June 2015
(Building or work)

and ending the 4 day of July 2015 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
FOREMOST PAVING from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)

been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined
in Regulations, Part 5 (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. 27 6c), 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

15624

Date 7/15/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 5 day of July 2015 on the (Building or work) and ending the 11 day of July 2015 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 FOREMOST PAVING from the full weekly wages earned by any person and that no deductions have (Contractor or subcontractor) been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 5 (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. 27 6c), 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
 - [X] 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
 - [X] 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

15624

Date 7/24/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 12 day of July 2015 on the (Building or work) and ending the 18 day of July 2015 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 FOREMOST PAVING 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 5 (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. 27 6c), 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

NO WORK PERFORMED

NAME AND TITLE
LUCY R. CABALLERO

SIGNATURE
, PAYROLL ADMINISTRATOR

Lucy R. Caballero

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

15624

Date 7/29/15

I, LUCY R. CABALLERO PAYROLL ADMINISTRATOR do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by FOREMOST PAVING on
the HCCD#1-REPAIRS WEIR#5-LYFORD; that during the payroll period commencing on the 19 day of July 2015
(Building or work)

and ending the 25 day of July 2015 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
FOREMOST PAVING from the full weekly wages earned by any person and that no deductions have

(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined
in Regulations, Part 5 (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. 27 6c), 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

[X] 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

[X] 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 | SIGNATURE
LUCY R. CABALLERO | Lucy R. Caballero
PAYROLL ADMINISTRATOR

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 251 OF TITLE 31 OF THE UNITED STATES CODE.

FOREMOST PAVING
POST OFFICE BOX 29
WESLACO

CONTRACTOR _____ CONTRACT NO _____
OR SUBCONTRACTOR _____
, TX 78599
PAYROLL NO _____ FOR WEEK ENDING 7/25/15

PROJECT: 15624 HCCD#1-REPAIRS WEIR#5-LYFORD
AND LOCATION: STRUCTURE
WAGE DECISION: 000000000000

EMPLOYEE NAME, ADDRESS, SOCIAL SECURITY NUMBER AND WORK CLASSIFICATION	PAYROLL NO _____ FOR WEEK ENDING 7/25/15							GROSS - D E D U C T I O N S --				
	SUN 07/19	MON 07/20	TUE 07/21	WED 07/22	THU 07/23	FRI 07/24	SAT 07/25	TOTAL HOURS	EARNED THIS JOB/	FED WH FICA STATE	SDI LTX. OTHER	TOTAL DED- UCTIONS

SSN: 9096 # DEPS: 1	Work Class: 1172 - 1172												
JAIME R. ALANIS	OT .00	.00	.00	.00	6.00	10.00	.00	16.00					
	ST .00	.00	.00	.00	5.00	.00	.00	5.00	319.00	75.79	.00	139493	
	RATE .000	.000	.000	.000	11.000	11.000	.000	21.00	704.00	52.44	.00		
	SUBSIS. .00	.00	.00	.00	.00	.00	.00			.00	18.46	146.69 557.31	

SEX: M

SSN: 8557 # DEPS: 2	Work Class: 1343 - 1343												
JESUS . MEZA	OT .00	.00	.00	.00	9.00	13.00	.00	22.00					
	ST .00	.00	.00	.00	4.00	.00	.00	4.00	777.00	132.38	.00	139577	
	RATE .000	.000	.000	.000	21.000	21.000	.000	26.00	1533.00	108.01	.00		
	SUBSIS. .00	.00	.00	.00	.00	.00	.00			.00	276.75	517.14 1015.86	

SEX: M

SSN: 5810 # DEPS: 0	Work Class: 1347 - 1347												
JOSE A. SALINAS	OT .00	.00	.00	.00	1.50	10.50	.00	12.00					
	ST .00	.00	.00	.00	9.50	.00	.00	9.50	356.96	63.09	.00	139578	
	RATE .000	.000	.000	.000	12.980	12.980	.000	21.50	752.84	56.18	.00		
	SUBSIS. .00	.00	.00	.00	.00	.00	.00			.00	69.93	189.20 563.64	

SEX: M

SSN: 1417 # DEPS: 0	Work Class: 1175 - 1175												
AMERICO R. SOLIS	OT .00	.00	.00	.00	.00	6.50	.00	6.50					
	ST .00	.00	.00	.00	.00	.00	.00		121.88	57.76	.00	139612	
	RATE .000	.000	.000	.000	.000	12.500	.000	6.50	668.75	51.16	.00		
	SUBSIS. .00	.00	.00	.00	.00	.00	.00			.00	10.92	119.84 548.91	

SEX: M

AI -51938

12.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Acceptance of Order No. 2-Notice To Resume Work from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Monte Cristo & Weslaco North Lateral Drain. Project Engineer: Tedsi Infrastructure Group.

Approval to issue manual payment on the following items once audit procedures are complete:

B. Application for Payment No. 1 in the amount of \$82,881.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structures-Weslaco North Lateral Drain. PO#626177. Project Engineer: Tedsi Infrastructure Group.

C. Application for Payment No. 1 in the amount of \$65,637.00 from M-5 Texas Enterprises, LLC related to Construction Project No. HCDD1-14-028-10-28 Drain Control Structure-Monte Cristo Drain. PO#626178. Project Engineer: Tedsi Infrastructure Group.

BACKGROUND

Fiscal Impact

Attachments

PMT#1-Monte Cristo

PMT#1-Weslaco North Lateral

Form Review

Inbox

Budget & Management

Reviewed By

Veronica Ortiz

Date

10/23/2015 01:12 PM

Final Approval

Monica Badillo

10/23/2015 06:57 PM

Form Started By: Claudette Guerrero

Started On: 10/22/2015 01:18 PM

Final Approval Date: 10/23/2015



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Checklist/Routing Slip Invoice/ Backup

Date Received: 10/13/2015

Engineer/Firm Name: M-5 Texas Enterprises

Project Name/Number: Drain Control Structure Monte Cristo

Invoice No.: Payment No. 1

Purchase Order No.: _____

Received By: Rosa Arce

Forwarded to: Nora D. Cavazos _____ Date: _____
Claudette Guerrero _____ Date: _____

Total # of Pages Submitted: 34

Attachments: Backup

Forwarded to: Jose N. Saldivar _____ Date: _____

Forwarded to: Lora Briones _____ Date: _____

Additional Comments: \$65,637.00

OCT 13 2015

12:00 AM (PM)

By: Rosaline



APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Drainage District No. 1
From: M-5 Texas Enterprises, LLC (OWNER)
Contract: 1-14-028-10-28 (CONTRACTOR)
Project: Drain Control Structure Monte Cristo
Owner's Contract No. 1-14-028-10-28 Engineer's Project No. 1128-04A
For Work accomplished through the date of: 09-09-2015

1. Original Contract Price:	<u>\$170,866.00</u>
2. Net change by Change Order and Written Agreements(+or-):	<u> </u>
3. Current Contract Price (1 plus 2):	<u>\$170,866.00</u>
4. Total completed and stored to date:	<u>\$72,930.00</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work: <u>\$7,293.00</u>	
<u> </u> of stored material	
Total Retainage:	<u>\$65,637.00</u>
6. Total completed and stored to date less retainage (4 minus 5)	<u>\$0.00</u>
7. Less previous Application for Payments:	<u>\$65,637.00</u>
8. AMOUNT DUE THIS APPLICATION (8 MINUS 7)	<u> </u>

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

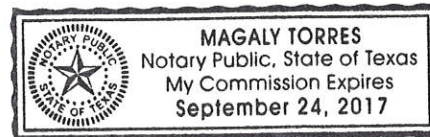
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

BY: M-5 Texas Enterprises, LLC Joe D. ... President

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of October 2015

Notary Public MT
My Commission expires: September 24, 2017



CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$65,637.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ENGINEER:

By: Jose A. Sanchez, P.E. Date: 10-13-2015
Project Engineer

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 of Contractor under this Contract.

BOARD:

Board Of Director's Meeting: _____
Ramon Garcia, Chairman of the Board

Calendar Day	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC	
	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit
1									1	-1	1						1							
2									1	-1	1						1							
3									1	-1	1						1							
4									1	-1	1						1							
5									1	-1	1						1							
6									1	-1	1						1							
7									1	-1	1						1							
8									1	-1	1						1							
9									1	-1	1						1							
10									1	-1	1						1							
11									1	-1	1													
12									1	-1	1													
13									1	-1	1													
14									1	-1	1													
15									1	-1	1													
16									1	-1	1													
17									1	-1	1													
18									1	-1	1													
19									1	-1	1													
20									1	-1	1													
21									1	-1	1													
22									1	-1	1													
23									1	-1	1													
24									1	-1	1													
25									1	-1	1													
26									1	-1	1													
27									1	-1	1													
28									1	-1	1													
29									1	-1	1													
30									1	-1	1													
31									1	-1	1													
	1	0	0	0	0	0	0	10	0	30	-22	16	0	0	0	1	0	9	0	0	0	0	0	0

Working days total = 67 ----- Credit days total = -22 ----- Total days = 45


NTP	01-13-2015
First day of work (10 days after NTP)	01-22-2015
Work Stoppage 1	01-23-2015
Work Re-start 1	04-21-2015
Work Stoppage 2	06-16-2015
Work Re-start 2	08-31-2015



Monthly Estimate of Material On Hand

Type of Contract: Construction Project No: 1-14-028-10-28
 Contractor: M-5 Texas Enterprises, LLC CSJ: N/A
 Engineer: TEDSI Infrastructure Group Inc. County: Hidalgo
 To Accompany Estimate No: 1 Period from: 01-22-2015 to: 09-09-2015

Material	Date Received	Bill Of Lading #	Qty Shipped (Show Units)	Inspected and/or Tested By:	Lab No. or Shipment ID	Notes
RCP CL III (72" DIAM) RUBBER GASKET			104'	TEDSI		Field verified 09-08-2015
RCP CL III (15" DIAM) RUBBER GASKET			64'	TEDSI		Field verified 09-08-2015

Approved:  Date: 10-13-2015
 Jose A. Sanchez, P.E., TEDSI Infrastructure Group Inc.
 Project Engineer

Estimate Quantity Update Worksheet

Colonia: N/A
 Roadway: N/A
 Control: N/A
 Project No: 1-14-028-10-28
 County: HIDALGO
 Est. No.: 1
 Work Type: DRAIN CONTROL STRUCTURE
 Limits: J-02-00 AT
 From: SOUTH MAIN DRAIN
 To:

Date: 10-13-2015
 Date Began: 01-22-2015
 Contract Time (days): 150
 Working Days: 87
 Credit Days: 22
 Time Charged: 45
 % Time Used: 30.0%

Contractor: M-5 Texas Enterprises, LLC
 Contract Price: \$170,866.00
 Work Done this Month: \$72,930.00
 % Complete: 42.7%



ITEM NO.	DESCRIPTION	Original Contract Value		Revised Contract Value		JAN 2015 - SEPT 2015		MONTHLY QTY to		MONTHLY QTY to		Item Cost (Monthly)	Item Cost (Monthly)
		UNIT	PROJECT QTY	Unit Price	Project Amount	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	DATE	MONTHLY QUANTITY		
(901)	ADMINISTRATIVE												
(902)	PRELIMINARY ENGINEERING												
(903)	CONSTRUCTION ENGINEERING												
(904)	RIGH OF WAY												
(905)	ROADWAY												
31 10 00	PREPARING RIGHT OF WAY	STA	1	\$6,500.00	\$6,500.00			1	1			\$6,500.00	
50 20 00	FLEXIBLE BASE (COMPLETE IN PLACE)(TY E GR 4)(FINAL POSITION)	CY	50	\$30.00	\$1,500.00							\$0.00	
(906)	DRAINAGE												
01 57 00	ROCK FILTER DAM - DOWNSTREAM CHANNEL (INSTALL)	EA	1	\$7,850.00	\$7,850.00			1	1			\$7,850.00	
01 57 00	ROCK FILTER DAM - DOWNSTREAM CHANNEL (REMOVE)	EA	1	\$5,500.00	\$5,500.00							\$0.00	
31 04 00	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL AND REMOVE)	LF	600	\$5.00	\$3,000.00			600	600			\$3,000.00	
31 04 00	REMOVE WINGWALL	EA	1	\$4,000.00	\$4,000.00							\$0.00	
31 32 00	EMBANKMENT	CY	1072	\$30.00	\$32,160.00			500	500			\$15,000.00	
35 10 00	DITCH EXCAVATION	CY	1107	\$25.00	\$27,675.00			500	500			\$12,500.00	
35 32 00	ROCK RIPRAP	CY	47	\$95.00	\$4,465.00							\$0.00	
60 64 00	RCP CL III (72" DIAM) RUBBER GASKET	LF	104	\$200.00	\$20,800.00			48	48			\$9,600.00	
60 64 00	MATERIALS ON HAND											\$10,063.20	
60 64 00	RCP CL III (15" DIAM) RUBBER GASKET	LF	64	\$64.00	\$4,096.00							\$0.00	
60 66 00	MATERIALS ON HAND											\$2,096.80	
60 66 00	STRUCTURE - UPSTREAM	LS	1	\$14,000.00	\$14,000.00							\$0.00	
60 66 00	STRUCTURE - DOWNSTREAM	LS	1	\$17,000.00	\$17,000.00							\$0.00	
60 66 00	SLUICE GATE	EA	1	\$16,000.00	\$16,000.00							\$0.00	
60 96 00	REMOVE RCP (15"DIAM - 24"DIAM)	LF	64	\$25.00	\$1,600.00			64	64			\$1,600.00	
60 96 00	REMOVE RCP (72"DIAM)	LF	12	\$60.00	\$720.00			12	12			\$720.00	
0402	TRENCH PROTECTION	LF	100	\$40.00	\$4,000.00			100	100			\$4,000.00	

Monthly Totals:													
Roadway (905):	\$6,500.00												
Drainage (906):	\$66,430.00												
Total	\$72,930.00												
(901) ADMINISTRATIVE												\$0.00	
(902) PRELIMINARY ENGINEERING												\$0.00	
(903) CONSTRUCTION ENGINEERING												\$0.00	
(904) RIGH OF WAY												\$0.00	
(905) ROADWAY												\$6,500.00	
(906) DRAINAGE												\$66,430.00	

Signature:

Printed Name: Jose A. Sanchez, P.E.
 TEDSI Infrastructure Group Inc.

Prepared and Checked By:

Date: 10-13-2015



3609 W PALMA VISTA DR.
 PALMVIEW, TX 78572
 PHONE: 956-580-2502
 FAX: 956-585-8675

INVOICE

INVOICE NUMBER
10029-MOH
INVOICE DATE
5/11/2015
PAGE #

Sales Order Number

B I L L T O
 RIZO PAVING
 149 N MELTON PARK DR #2
 MERCEDES, TX 78570

S H I P T O

DRAIN CONTROL STRUCTURES
 MONTE CRISTO & WESLACO
 NORTH LATERAL
 HCDD #1

CUSTOMER ID #	CUSTOMER PO #	PAYMENT TERMS	
SALES REP ID #	SHIPPING METHOD	SHIP DATE	DUE DATE
		5/5/2015	6/10/2015

QUANTITY	ITEM	DESCRIPTION	BACKORDER QTY	UNIT PRICE	EXTENSION
104	72" Gasket Pipe CL	72 Gasket Pipe CL III (LF)		179.70	18,682.80
64	15" Gasket Pipe CL	15 Gasket Pipe CL III (LF)		16.95	1,084.80
		*****MATERIAL ON HAND*****			

There will be a 1% finance charge on all invoices over 30 days.

SUBTOTAL	\$19,773.60
SALES TAX	\$0.00
FREIGHT	
TOTAL INVOICE AMOUNT	\$19,773.60
PAYMENT RECEIVED	
TOTAL	\$19,773.60

CHECK #

Remittances Made by Mail:
 Wells Fargo Bank, N.A.
 c/o Wells Fargo Business Credit
 P.O. Box 202056
 Dallas, TX 75320-2056



M-5 TEXAS ENTERPRISES, LLC

REQUEST FOR INFORMATION

1. PROJECT No.: HCDD1-14-028-10-09
2. RFI No. 1
3. PROJECT NAME: Drain Control Structures- Monte Cristo & Weslaco Lateral
4. CONTRACTOR: M-5 Texas Enterprises, LLC
5. CONTRACT NO: _____
6. SPECIFICATION NOS:
7. DRAWING Nos.:
8. RESPONSE CODE: CRITICAL ROUTINE
9. DATE RESPONSE REQUIRED: 1/29/2015
10. REQUEST FOR INFORMATION REGARDING:

*****Request to STOP WORK on job as of January 23, 2015 for the amount of days needed until change order for wall is approved or redesigned.


CONTRACTOR (Signature)

President
TITLE:

01/27/2015
DATE:

11. RESPONSE:

Request to stop work is approved. For the purposes of construction days, work stoppage to start on Friday 01-23-2015. Current last working day at 01-22-2015.

Work stoppage will end when one of the following scenarios takes place:

- 1. Montecristo Lateral Executed Change Order 1 is delivered to contractor or**
- 2. Weslaco North Lateral culvert boxes are delivered to contractor**

12.  Jose A. Sanchez, P.E. 01-29-2015
PROJECT MANAGER (Signature) DATE:

TEDSI Infrastructure Group Inc.

END OF DOCUMENT

PO BOX 1651 Weslaco, Texas 78596 ■ Ph: 956-493-7600 Fax 956-969-8287
HUB Certification No: 1454908399700
Email address mando.m5texas@gmail.com

WORK RESTART NOTIFICATION

CONTRACT: HCDD1-14-028-10-28
PROJECT: Drain Control Structures – Monte Cristo & Weslaco North Lateral
OWNER: Hidalgo County Drainage District No. 1
CONTRACTOR: M-5 Texas Enterprises, LLC.
ENGINEER: TEDSI Infrastructure Group Inc

THIS IS TO:

Notify you that work is to resume as of Tuesday 04-21-2015.

Working days as follows:

NTP issued 01-13-2015


10 days after NTP at 01-22-2015 (first working day)

Last working day after work stoppage at 01-22-2015 (Work stoppage at 01-23-2015)

No working days used prior to work stoppage

First working day at 04-21-2015

Jose A. Sanchez, P.E.
ENGINEER


Signature

04-20-2015
Date of Issuance

Attachments: RFI #1 dated 01-27-2015



M-5 TEXAS ENTERPRISES, LLC

REQUEST FOR INFORMATION

1. PROJECT No.: HCDD1-14-028-10-09
2. RFI No. 1
3. PROJECT NAME: Drain Control Structures- Monte Cristo & Weslaco Lateral
4. CONTRACTOR: M-5 Texas Enterprises, LLC
5. CONTRACT NO: _____
6. SPECIFICATION NOS:
7. DRAWING Nos.:
8. RESPONSE CODE: [x] CRITICAL [] ROUTINE
9. DATE RESPONSE REQUIRED: 1/29/2015
10. REQUEST FOR INFORMATION REGARDING:

*****Request to STOP WORK on job as of January 23, 2015 for the amount of days needed until change order for wall is approved or redesigned.


CONTRACTOR (Signature)

President
TITLE:

01/27/2015
DATE:

11. RESPONSE:

Request to stop work is approved. For the purposes of construction days, work stoppage to start on Friday 01-23-2015. Current last working day at 01-22-2015.

Work stoppage will end when one of the following scenarios takes place:

- 1. Montecristo Lateral Executed Change Order 1 is delivered to contractor or**
- 2. Weslaco North Lateral culvert boxes are delivered to contractor**

12.  Jose A. Sanchez, P.E. 01-29-2015
PROJECT/MANAGER (Signature) DATE:

TEDSI Infrastructure Group Inc.

END OF DOCUMENT

PO BOX 1651 Weslaco, Texas 78596 ■ Ph: 956-493-7600 Fax 956-969-8287
HUB Certification No: 1454908399700
Email address mando.m5texas@gmail.com



Notice to Resume Work Order

Owner: Hidalgo County Drainage District No. 1

Project Name: Drain Control Structures - Monte Cristo & Weslaco North Lateral

Contract No.: HCDD1-14-028-10-28

Order Number: 2 Date Issued: _____

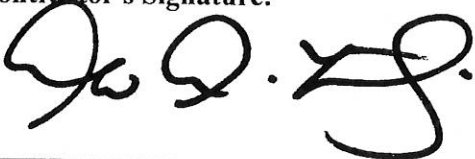

THIS IS YOUR NOTICE TO RESUME WORK ON THE CONTRACT AS NOTED.

Resumption of Work

Effective Beginning of Business: 08/31/2015 New Contract Ending Date: 12/23/2015

Time charged during period of work stoppage: 36 calendar days. **(THRU 06-16-2015)**

(57 working days minus 22 credit days = 36 days, see attachment)

Contractor's Signature: 	Name/Title Armando Martinez Owner/President M-5 Texas Enterprises, LLC	Date 09/09/2015
Engineer's Signature: 	Name/Title Jose A. Sanchez, P.E. Project Manager TEDSI Infrastructure Group Inc	Date 09/09/2015
Owner's Signature:	Name/Title	Date

Instructions: If mailed to Contractor, send Original by Certified Mail-Return Receipt Requested. If delivered in person, have Contractor sign the acknowledgement and retain the original.

APPROVED:

Hidalgo County Drainage District No. 1 Board of Directors

Chairman of the Board

Date: _____



Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596

NAME OF CONTRACTOR OR SUBCONTRACTOR

M-5 Texas Enterprises, LLC

PAYROLL NO. 1 FOR WEEK ENDING 01/28/2015

PROJECT AND LOCATION
Montecristo Drain Control Structure
PROJECT OR CONTRACT NO.
2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S CONTROL NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			Th	F	S	S	M	T	W								
Oscar Rizo - 2023		Suorintendent	22	23	24	25	26	27	28								
	\$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00							
Gabriel Rizo - 1754		Foreman															
	\$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.50							
	\$																
	\$																
	\$																
	\$																
	\$																
	\$																
	\$																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 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. 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 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

Date 01-28-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
M-5 Texas Enterprises, LLC
(Contractor or Subcontractor) on the
Montecristo Drainage Control Structure; that during the payroll period commencing on the
(Building or Work)
22nd day of January, 2015, and ending the 28th day of January, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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:

Notice to Proceed 1-22-15
Work Stoppage 1-23-15

NAME AND TITLE

Armando A. Martinez, President

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.



U.S. Department of Labor
 Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd Weslaco, Texas 78596
 OMB No.: 1235-0008
 Expires: 02/28/2018

PAYROLL NO. 2 FOR WEEK ENDING 04/22/2015 PROJECT AND LOCATION Montecristo Drainage Control Structure PROJECT OR CONTRACT NO. 2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS TO THE FICA AND MEDICARE TAXES	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
			16	17	18	19	20	21	22				HOURS WORKED EACH DAY						
Oscar Rizo - 2023		Superintendent																	
Gabriel Rizo - 1754		Foreman										17.00							
												15.50							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. 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 55 minutes to complete this collection, including time for reviewing instructions, including 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

Date 4-22-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
M-5 Texas Enterprises, LLC
(Contractor or Subcontractor) on the
Montecristo Drainage Control Structure; that during the payroll period commencing on the
(Building or Work)
21st day of April, 2015, and ending the 22nd day of April, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), 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:

Work Restart 4-21-15

NAME AND TITLE

Armando A. Martinez; President

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 at www.dol.gov/whd/forms/wh347instr.htm)

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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 OMB No.: 1235-0008 Expires: 02/28/2018

PAYROLL NO. 3 FOR WEEK ENDING 04/29/2015 PROJECT AND LOCATION Montecristo Drainage Control Structure PROJECT OR CONTRACT NO. 2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			23	24	25	26	27	28	29									
Oscar Rizo - 2023		Superintendent																
Gabriel Rizo - 1754		Foreman									17.00							
											15.50							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd, Weslaco, Texas 78596
 PAYROLL NO. 4 FOR WEEK ENDING 05/06/2015 PROJECT AND LOCATION Montecristo Drainage Control Structure PROJECT OR CONTRACT NO. 2015-102
 OMB No.: 1235-0008 Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS IF WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			Th	F	S	S	M	T	W									
Oscar Rizo - 2023		Superintendent	0															
Gabriel Rizo - 1754		Foreman								17.00								
										15.50								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. 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 65 minutes to complete this collection, including time for reviewing instructions, including suggestions for reducing this burden, sending them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

Date 5-6-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

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

M-5 Texas Enterprises, LLC
(Contractor or Subcontractor)

on the

Montecristo Drainage Control Structure
(Building or Work); that during the payroll period commencing on the

30th day of April, 2015, and ending the 6th day of May, 2015

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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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:

Rain Delay

NAME AND TITLE

Armando A. Martinez, President

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 at www.dol.gov/whd/forms/wh347instr.htm)

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



Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596
 PAYROLL NO. 5 FOR WEEK ENDING 05/13/2015 PROJECT AND LOCATION Montecristo Drainage Control Structure PROJECT OR CONTRACT NO. 2015-102
 OMB No.: 1235-0008 Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR OTHER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			7	8	9	10	11	12	13								
Oscar Rizo - 2023		Superintendent									17.00						
Gabriel Rizo - 1754		Foreman									15.50						

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. 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 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd, Weslaco, Texas 78596 OMB No.: 1235-0008
M-5 Texas Enterprises, LLC PROJECT AND LOCATION Montecristo Drainage Control Structure 2015-102
FOR WEEK ENDING 05/20/2015 PAYROLL NO. 6

Rev. Dec. 2008 Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
			Th 14	F 15	S 16	S 17	M 18	T 19	W 20										
Oscar Rizo - 2023		Superintendent								0.00	0.00	0.00	0.00	0.00	0.00				
Gabriel Rizo - 1754		Foreman								0.00	0.00	0.00	0.00	0.00	15.50				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 5-20-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

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

M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)
Montecristo Drainage Control Structure; that during the payroll period commencing on the
(Building or Work)

14th day of May, 2015, and ending the 20th day of May, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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:

Rain Days

NAME AND TITLE

Armando A. Martinez

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 at www.dol.gov/whd/forms/wh347instr.htm)



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

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR

M-5 Texas Enterprises, LLC

ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596

OMB No.: 1235-0008
 Expires: 02/28/2018

PAYROLL NO. 7 FOR WEEK ENDING 05/27/2015 PROJECT AND LOCATION Montecristo Drainage Control Structure PROJECT OR CONTRACT NO. 2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR NO OF HOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK				
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS			
			21	22	23	24	25	26	27											
Oscar Rizo - 2023		Superintendent																		
Gabriel Rizo - 1754		Foreman									17.00									
											15.50									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). 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 at 29 C.F.R. § 5.5(e)(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. 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 55 minutes to complete this collection, including time for reviewing instructions, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

Date 05-27-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by M-5 Texas Enterprises, LLC
(Contractor or Subcontractor) on the Montecristo Drainage Control Structure
(Building or Work); that during the payroll period commencing on the 21st day of May, 2015, and ending the 27th day of May, 2015, 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 M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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:

Rain Delay

NAME AND TITLE

Armando A. Martinez, President

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.

U.S. Department of Labor
Wage and Hour Division



Rev. Dec. 2008

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 OMB No.: 1235-0008 Expires: 02/28/2018

M-5 Texas Enterprises, LLC

PROJECT AND LOCATION

Montecristo Drainage Control Structure

FOR WEEK ENDING 06/03/2015

PROJECT OR CONTRACT NO. 2015-102

PAYROLL NO. 8

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS TO PAYROLL	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			Th	F	S	S	M	T	W								
Oscar Rizo - 2023		Suorintendent	28	29	30	31	1	2	3		17.00						
Gabriel Rizo - 1754		Foreman	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.50							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 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. 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 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

(over)

Date 06-03-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

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

M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)

Montecristo Drainage Control Structure; that during the payroll period commencing on the
(Building or Work)

28th day of May, 2015, and ending the 3rd day of June, 2015

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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), and described 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

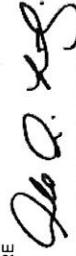
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Rain Delay

NAME AND TITLE
Armando A. Martinez

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 2311 OF TITLE 31 OF THE UNITED STATES CODE.

(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.



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR OR SUBCONTRACTOR
M-5 Texas Enterprises, LLC
ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596

PAYROLL NO. 9
FOR WEEK ENDING 06/10/2015
PROJECT AND LOCATION
Montecristo Drainage Control Structure
PROJECT OR CONTRACT NO.
2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
			4	5	6	7	8	9	10										
Oscar Rizo - 2023	0	Superintendent																	
Gabriel Rizo - 1754	0	Foreman									17.00								
	0										15.50								
	0																		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 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. 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 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

Date 06-10-15

I, Armando A. Martinez (Name of Signatory Party) President (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by M-5 Texas Enterprises, LLC (Contractor or Subcontractor) on the Montecristo Drainage Control Structure (Building or Work); that during the payroll period commencing on the 4th day of June, 2015, and ending the 10th day of June, 2015, 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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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:

Rain Delay

NAME AND TITLE

Armando A. Martinez; President

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 at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596
 M-5 Texas Enterprises, LLC PROJECT AND LOCATION Montecristo Drainage Control Structure
 Rev. Dec. 2008 OMB No.: 1235-0008
 Expires: 02/28/2018

PAYROLL NO. 10 FOR WEEK ENDING 06/17/2015 PROJECT OR CONTRACT NO. 2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER OR SIC CODE	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			11	12	13	14	15	16	17								
Oscar Rizo - 2023		Superintendent	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00						
Gabriel Rizo - 1754		Foreman	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.50						
			0														
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			0														

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, including time for reviewing instructions, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 06-17-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)
Montecristo Drainage Control Structure; that during the payroll period commencing on the
(Building or Work)
11th day of June, 2015, and ending the 17th day of June, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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

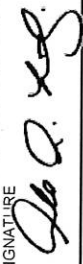
- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Stop Work issued by HCDD #1 Director Raul Sesin after meeting on 06-16-15 regarding headwall.

NAME AND TITLE Armando A. Martinez, President	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 at www.dol.gov/whd/forms/wh347instr.htm)

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

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596
 M-5 Texas Enterprises, LLC
 OMB No.: 1235-0008
 Expires: 02/28/2018

PAYROLL NO. 11 FOR WEEK ENDING 06/24/2015 PROJECT AND LOCATION Montecristo Drainage Control Structure PROJECT OR CONTRACT NO. 2015-102

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S IDENTIFYING NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			Th 18	F 19	S 20	S 21	M 22	T 23	W 24								
Oscar Rizo - 2023		Superintendent															
Gabriel Rizo - 1754		Foreman									17.00						
											15.50						

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, gathering and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

U.S. Department of Labor
 Wage and Hour Division



PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR **Venser Contractors LLC** ADDRESS **15935 PALM VISTA DR #77 HARLINGEN TX. 78552** PROJECT OR CONTRACT NO. **14-028-10-09**
 PAYROLL NO. **1** FOR WEEK ENDING **09/05/2015** PROJECT AND LOCATION **DRAIN DITCH AT END OF ROGERS** OMB No.: 1235-0008
 Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK										
			S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	M/C	OTHER		TOTAL DEDUCTIONS									
			30	31	1	2	3	4	5																		
MANUEL VEGA JR(2359)	1	EXCAVATOR OVER 50,000 LBS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$609.20	\$37.77	\$0.00	\$8.83	\$0.00	\$46.60	\$562.60	
LEONARDO VEGA (2263)	1	PIPE LAYER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$474.80	\$29.69	\$0.00	\$6.88	\$0.00	\$36.57	\$438.23	
FERNANDO TOVAR (7245)	1	COMMON LABOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$394.40	\$24.45	\$0.00	\$5.72	\$0.00	\$30.17	\$364.23	
OSCAR ALINAS (2212)	1	BACKHOE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$510.80	\$31.67	\$0.00	\$7.41	\$0.00	\$39.08	\$471.72	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 2.3, 5.6(a), The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(3)(i) 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 09/05/2015

I, Oscar Eduardo Vento Managing Member
(Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Venset Contractors LLC
(Contractor or Subcontractor) _____ on the
Drain Ditch at the End of Rogers
(Building or Work) _____; that during the payroll period commencing on the
30 day of August, 2015, and ending the 5 day of September, 2015,
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
Venset Contractors 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 C.F.R. 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. § 3145), and described below.
Fica/Med _____

(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>Oscar Eduardo Vento-Managing Member</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.	



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Checklist/Routing Slip Invoice/ Backup

Date Received:

10/13/2015

Engineer/Firm Name:

M-5 Texas Enterprises

Project Name/Number:

Drain Control Structure Weslaco North Lateral

Invoice No.:

Payment No. 1

Purchase Order No.:

Received By:

Rosa Arce

Forwarded to:

Nora D. Cavazos
Claudette Guerrero

Date:

Date:

Total # of Pages Submitted:

38

Attachments:

Backup

Forwarded to:

Jose N. Saldivar

Date:

Forwarded to:

Lora Briones

Date:

Additional Comments:

\$82,881.00



APPLICATION FOR PAYMENT NO. 1

OCT 13 2015

12:00 AM/PM
 BY: Rosa Ane

To: Hidalgo County Drainage District No. 1 (OWNER)
 From: M-5 Texas Enterprises, LLC (CONTRACTOR)
 Contract: 1-14-028-10-28
 Project: Drain Control Structure Weslaco North Lateral
 Owner's Contract No. 1-14-028-10-28 Engineer's Project No. 1128-04B
 For Work accomplished through the date of: 09/09/2015

1. Original Contract Price:	<u>\$213,150.00</u>
2. Net change by Change Order and Written Agreements(+or-):	<u> </u>
3. Current Contract Price (1 plus 2):	<u>\$213,150.00</u>
4. Total completed and stored to date:	<u>\$92,090.00</u>
5. Retainage (per Agreement):	
<u>10 %</u> of completed Work:	<u>\$9,209.00</u>
<u> </u> of stored material	<u> </u>
Total Retainage:	<u>\$82,881.00</u>
6. Total completed and stored to date less retainage (4 minus 5):	<u>\$0.00</u>
7. Less previous Application for Payments:	<u>\$82,881.00</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	<u> </u>

Accompanying Documentation:

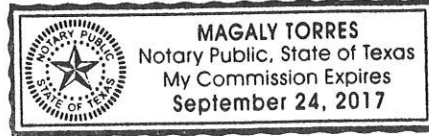
CONTRACTOR'S CERTIFICATION:

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 therein is now due.

CONTRACTOR:

BY: M-5 Texas Enterprises, LLC Jose D. Y. J., President

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 9th day of October 2015



Notary Public mt
 My Commission expires: September 24, 2017

CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$82,881.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ENGINEER:

By: Jose A. Sanchez, P.E. **TEDSI Infrastructure Group Inc** Date: 10-13-2015
 Project Engineer

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 of Contractor under this Contract.

BOARD:

Board Of Director's Meeting: _____
 Ramon Garcia, Chairman of the Board

Calendar Day	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC	
	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit	work	credit
1									1	-1	1							1						
2									1	-1	1							1						
3									1	-1	1							1						
4									1	-1	1							1						
5									1	-1	1							1						
6									1	-1	1							1						
7									1	-1	1							1						
8									1	-1	1							1						
9									1	-1	1							1						
10									1	-1	1							1						
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12									1	-1	1							1						
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27									1	-1	1							1						
28									1	-1	1							1						
29									1	-1	1							1						
30									1	-1	1							1						
31									1	-1	1							1						
1	0	0	0	0	0	0	0	10	0	30	-22	16	0	0	0	0	1	0	9	0	0	0	0	0

Working days total = 67 ----- Credit days total = -22 ----- Total days = 45

	NTP	01-13-2015
First day of work (10 days after NTP)		01-22-2015
Work Stoppage 1		01-23-2015
Work Re-start 1		04-21-2015
Work Stoppage 2		06-16-2015
Work Re-start 2		08-31-2015

Estimate Quantity Update Worksheet

Colonia: N/A
 Roadway: N/A
 Control: N/A
 Project No: T-14-028-10-28
 County: HIDALGO
 Est. No.: 1
 Work Type: DRAIN CONTROL STRUCTURE
 Limits:
 From: WESLACO NORTH LATERAL AT
 To: SOUTH MAIN DRAIN

Date: 10-13-2015
 Contractor: M-5 Texas Enterprises, LLC
 Contract Price: \$213,150.00
 Work Done this Month: \$92,090.00
 % Complete: 43.2%
 Date Began: 01-22-2015
 Contract Time (days): 150
 Working Days: 67
 Credit Days: 22
 Time Charged: 45
 % Time Used: 30.0%



ITEM NO.	DESCRIPTION	Original Contract Value		Revised Contract Value		JAN 2015 - SEPT 2015		MONTHLY QTY to Date		MONTHLY QTY to Date		MONTHLY QTY to Date	
		UNIT	PROJECT QTY	Unit Price	Project Amount	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	MONTHLY QUANTITY	QTY to Date	MONTHLY QUANTITY
	(901) ADMINISTRATIVE												
	(902) PRELIMINARY ENGINEERING												
	(903) CONSTRUCTION ENGINEERING												
	(904) RIGHT OF WAY												
	(905) ROADWAY												
31 10 00	PREPARING RIGHT OF WAY	STA	1	\$6,000.00	\$6,000.00			1	1				
50 20 00	FLEXIBLE BASE (COMPLETE IN PLACE)(TY E GR 4)(FINAL POSITION)	CY	50	\$30.00	\$1,500.00								
	(906) DRAINAGE												
01 57 00	ROCK FILTER DAM - DOWNSTREAM CHANNEL (INSTALL)	EA	1	\$7,850.00	\$7,850.00			1	1				
01 57 00	ROCK FILTER DAM - DOWNSTREAM CHANNEL (REMOVE)	EA	1	\$6,500.00	\$6,500.00								
31 04 00	TEMPORARY SEDIMENT CONTROL FENCE	LF	400	\$5.00	\$2,000.00			400	400				
31 04 00	REMOVE WINGWALL	LS	1	\$4,000.00	\$4,000.00								
31 04 00	REMOVE CONC RIPRAP	LS	1	\$4,500.00	\$4,500.00								
31 04 00	REMOVE/RELOCATE GATE	LS	1	\$2,400.00	\$2,400.00								
31 32 00	EMBANKMENT	CY	471	\$30.00	\$14,130.00			200	200				
35 10 00	DITCH EXCAVATION	CY	693	\$20.00	\$13,860.00								
35 32 00	ROCK RIPRAP	CY	17	\$90.00	\$1,530.00								
60 64 00	CULVERT BOX 10' X 10'	LF	72	\$1,000.00	\$72,000.00			56	56				
60 66 00	STRUCTURE - UPSTREAM	LS	1	\$16,500.00	\$16,500.00								
60 66 00	STRUCTURE - DOWNSTREAM	LS	1	\$22,500.00	\$22,500.00								
60 68 00	SLUICE GATE	EA	1	\$24,000.00	\$24,000.00								
60 96 00	REMOVE CONC CULVERT BOX	LS	1	\$12,000.00	\$12,000.00								
0402	TRENCH PROTECTION	LF	72	\$40.00	\$2,880.00			56	56				

Total to Date		Monthly Totals:	
Roadway (905):	\$6,000.00		
Drainage (906):	\$86,090.00		
Total	\$92,090.00		
(901) ADMINISTRATIVE	\$0.00		
(902) PRELIMINARY ENGINEERING	\$0.00		
(903) CONSTRUCTION ENGINEERING	\$0.00		
(904) RIGHT OF WAY	\$0.00		
(905) ROADWAY	\$6,000.00		
(906) DRAINAGE	\$86,090.00		

Signature:

Printed Name: Jose A. Sanchez, P.E.
 Signature Title: TEDSI Infrastructure Group Inc.

Prepared and Checked By:

Date: 10-13-2015



M-5 TEXAS ENTERPRISES, LLC

REQUEST FOR INFORMATION

1. PROJECT No.: HCDD1-14-028-10-09
2. RFI No. 1
3. PROJECT NAME: Drain Control Structures- Monte Cristo & Weslaco Lateral
4. CONTRACTOR: M-5 Texas Enterprises, LLC
5. CONTRACT NO: _____
6. SPECIFICATION NOS:
7. DRAWING Nos.:
8. RESPONSE CODE: CRITICAL ROUTINE
9. DATE RESPONSE REQUIRED: 1/29/2015
10. REQUEST FOR INFORMATION REGARDING:

*****Request to STOP WORK on job as of January 23, 2015 for the amount of days needed until change order for wall is approved or redesigned.

CONTRACTOR (Signature)

President
TITLE:

01/27/2015
DATE:

11. RESPONSE:

Request to stop work is approved. For the purposes of construction days, work stoppage to start on Friday 01-23-2015. Current last working day at 01-22-2015.

Work stoppage will end when one of the following scenarios takes place:

- 1. Montecristo Lateral Executed Change Order 1 is delivered to contractor or**
- 2. Weslaco North Lateral culvert boxes are delivered to contractor**

12. Jose A. Sanchez, P.E. 01-29-2015
PROJECT/MANAGER (Signature) DATE:

TEDSI Infrastructure Group Inc.

END OF DOCUMENT

PO BOX 1651 Weslaco, Texas 78596 ■ Ph: 956-493-7600 Fax 956-969-8287
HUB Certification No: 1454908399700
Email address mando.m5texas@gmail.com

WORK RESTART NOTIFICATION

CONTRACT: HCDD1-14-028-10-28
PROJECT: Drain Control Structures – Monte Cristo & Weslaco North Lateral
OWNER: Hidalgo County Drainage District No. 1
CONTRACTOR: M-5 Texas Enterprises, LLC.
ENGINEER: TEDSI Infrastructure Group Inc

THIS IS TO:

Notify you that work is to resume as of Tuesday 04-21-2015.

Working days as follows:

NTP issued 01-13-2015


10 days after NTP at 01-22-2015 (first working day)

Last working day after work stoppage at 01-22-2015 (Work stoppage at 01-23-2015)

No working days used prior to work stoppage

First working day at 04-21-2015

Jose A. Sanchez, P.E.
ENGINEER



Signature

04-20-2015
Date of Issuance

Attachments: RFI #1 dated 01-27-2015



M-5 TEXAS ENTERPRISES, LLC

REQUEST FOR INFORMATION

1. PROJECT No.: HCDD1-14-028-10-09
2. RFI No. 1
3. PROJECT NAME: Drain Control Structures- Monte Cristo & Weslaco Lateral
4. CONTRACTOR: M-5 Texas Enterprises, LLC
5. CONTRACT NO: _____
6. SPECIFICATION NOS:
7. DRAWING Nos.:
8. RESPONSE CODE: [x] CRITICAL [] ROUTINE
9. DATE RESPONSE REQUIRED: 1/29/2015
10. REQUEST FOR INFORMATION REGARDING:

*****Request to STOP WORK on job as of January 23, 2015 for the amount of days needed until change order for wall is approved or redesigned.


CONTRACTOR (Signature)

President
TITLE:

01/27/2015
DATE:

11. RESPONSE:

Request to stop work is approved. For the purposes of construction days, work stoppage to start on Friday 01-23-2015. Current last working day at 01-22-2015.

Work stoppage will end when one of the following scenarios takes place:

- 1. Montecristo Lateral Executed Change Order 1 is delivered to contractor or**
- 2. Weslaco North Lateral culvert boxes are delivered to contractor**

12.  Jose A. Sanchez, P.E. 01-29-2015
PROJECT/MANAGER (Signature) DATE:

TEDSI Infrastructure Group Inc.

END OF DOCUMENT

PO BOX 1651 Weslaco, Texas 78596 ■ Ph: 956-493-7600 Fax 956-969-8287
HUB Certification No: 1454908399700
Email address mando.m5texas@gmail.com



Notice to Resume Work Order

Owner: Hidalgo County Drainage District No. 1

Project Name: Drain Control Structures - Monte Cristo & Weslaco North Lateral

Contract No.: HCDD1-14-028-10-28

Order Number: 2 Date Issued: _____

THIS IS YOUR NOTICE TO RESUME WORK ON THE CONTRACT AS NOTED.

Resumption of Work

Effective Beginning of Business: 08/31/2015 New Contract Ending Date: 12/23/2015

Time charged during period of work stoppage: 36 calendar days. **(THRU 06-16-2015)**

(57 working days minus 22 credit days = 36 days, see attachment)

Contractor's Signature: 	Name/Title Armando Martinez Owner/President M-5 Texas Enterprises, LLC	Date 09/09/2015
Engineer's Signature: 	Name/Title Jose A. Sanchez, P.E. Project Manager TEDSI Infrastructure Group Inc	Date 09/09/2015
Owner's Signature:	Name/Title	Date

Instructions: If mailed to Contractor, send Original by Certified Mail-Return Receipt Requested. If delivered in person, have Contractor sign the acknowledgement and retain the original.

APPROVED:
 Hidalgo County Drainage District No. 1 Board of Directors

 Chairman of the Board

Date: _____



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

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 PROJECT OR CONTRACT NO. 2015-101
 M-5 Texas Enterprises, LLC OMB No.: 1235-0008 Expires: 02/28/2018

PAYROLL NO. 1 FOR WEEK ENDING 01/28/2015 PROJECT AND LOCATION Weslaco North Lateral Drainage Project

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			Th 22	F 23	S 24	S 25	M 26	T 27	W 28								
Oscar Rizo - 2023	0	Superintendent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gabriel Rizo - 1754	0	Foreman	0	0	0	0	0	0	0	17.00	0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0	15.50	0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0
	0		0	0	0	0	0	0	0		0	0	0	0	0	0	0

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. 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 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

(over)

Date 01-28-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by M-5 Texas Enterprises, LLC on the (Contractor or Subcontractor)
Weslaco North Lateral Drainage Project; that during the payroll period commencing on the (Building or Work)

22nd day of January, 2015, and ending the 28th day of January, 2015, 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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145); 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:

Notice to Proceed 1-22-15
Work Stoppage 1-23-15

NAME AND TITLE

Armando A. Martinez; President

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.



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS 914 W. Pike Blvd Weslaco, Texas 78596

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

PAYROLL NO. 2 FOR WEEK ENDING 04/22/2015

PROJECT AND LOCATION
Weslaco North Lateral Drainage Project

PROJECT OR CONTRACT NO.
2015-101

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTION OR WITH-HOLDING OF FICA	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			16	17	18	19	20	21	22								
Oscar Rizo - 2023		Superintendent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00						
Gabriel Rizo - 1754		Foreman	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.50							
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145), 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 4-22-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

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

M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)

Weslaco North Lateral Drainage Project; that during the payroll period commencing on the

21st day of April, 2015, and ending the 22nd day of April, 2015,

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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), and described 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:

Work Restart 4-21-15

NAME AND TITLE

Armando A. Martinez; President

SIGNATURE



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

U.S. Department of Labor
 Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



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NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 OMB No.: 1235-0008
 M-5 Texas Enterprises, LLC PROJECT AND LOCATION Weslaco North Lateral Drainage Project 2015-101 Expires: 02/28/2018

PAYROLL NO. 3 FOR WEEK ENDING 04/29/2015 PROJECT OR CONTRACT NO. 2015-101

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			Th	F	S	S	M	T	W									
Oscar Rizo - 2023		Superintendent	23	24	25	26	27	28	29	0.00	0.00	0.00	0.00	0.00				
Gabriel Rizo - 1754		Foreman	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00								
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.50								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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Public Burden Statement

Date 4-29-15

I, Armando A. Martinez President
 (Name of Signatory Party) (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by
M-5 Texas Enterprises, LLC on the
 (Contractor or Subcontractor)

Weslaco North Lateral Drainage Project; that during the payroll period commencing on the
 (Building or Work)

23rd day of April, 2015, and ending the 29th day of April, 2015,
 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

M-5 Texas Enterprises, 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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), 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.

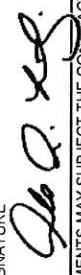
— Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Rain Delay

NAME AND TITLE <u>Armando A. Martinez</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.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 PROJECT AND LOCATION Weslaco North Lateral Drainage Project PROJECT OR CONTRACT NO. 2015-101
 PAYROLL NO. 4 FOR WEEK ENDING 05/06/2015
 OMB No.: 1235-0008 Expires: 02/28/2018
 Rev. Dec. 2008

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDINGS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			Th	F	S	S	M	T	W								
Oscar Rizo - 2023		Superintendent	30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00						
Gabriel Rizo - 1754		Foreman	0								15.50						

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Public Burden Statement

Date 5-6-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by M-5 Texas Enterprises, LLC on the (Contractor or Subcontractor)

Weslaco North Lateral Drainage Project; that during the payroll period commencing on the (Building or Work)

30th day of April, 2015, and ending the 6th day of May, 2015, 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

M-5 Texas Enterprises, 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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), 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:

Rain Delay

NAME AND TITLE
Armando A. Martinez, President

SIGNATURE

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

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596

OMB No.: 1235-0008
Expires: 02/28/2018

M-5 Texas Enterprises, LLC

FOR WEEK ENDING

5

PROJECT AND LOCATION

Weslaco North Lateral Drainage Project

PROJECT OR CONTRACT NO.

2015-101

05/13/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR REASON FOR NON-PAYMENT	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			7	8	9	10	11	12	13									
Oscar Rizo - 2023		Superintendent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00							
Gabriel Rizo - 1754		Foreman	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.50								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 5-13-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

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

M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)

Weslaco North Lateral Drainage Project; that during the payroll period commencing on the
(Building or Work)

7th day of May, 2015, and ending the 13th day of May, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145); 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:

Rain Delay

NAME AND TITLE

Armando A. Martinez, President

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.

U.S. Department of Labor
Wage and Hour Division



PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 OMB No.: 1235-0008 Expires: 02/28/2018

PAYROLL NO. 6 FOR WEEK ENDING 05/20/2015 PROJECT AND LOCATION Weslaco North Lateral Drainage Project PROJECT OR CONTRACT NO. 2015-101

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
			14	15	16	17	18	19	20										
Oscar Rizo - 2023	0	Superintendent								0.00	0.00	0.00	0.00	0.00					
Gabriel Rizo - 1754	0	Foreman								0.00	0.00	0.00	0.00	0.00					

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. 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 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Public Burden Statement

(over)

Date 5-20-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)
Weslaco North Lateral Drainage Project; that during the payroll period commencing on the
(Building or Work)
14th day of May, 2015, and ending the 20th day of May, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), 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:

Rain Days

NAME AND TITLE
Armando A. Martinez

SIGNATURE

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



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

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd, Weslaco, Texas 78596 OMB No.: 1235-0008 Expires: 02/28/2018

PAYROLL NO. 8 FOR WEEK ENDING 06/03/2015 PROJECT AND LOCATION Weslaco North Lateral Drainage Project PROJECT OR CONTRACT NO. 2015-101

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
			Th	F	S	S	1	2	3										
Oscar Rizo - 2023	0	Superintendent								0.00	0.00	0.00	0.00	0.00	0.00				
Gabriel Rizo - 1754	0	Foreman								0.00	0.00	0.00	0.00	0.00	15.50				
	0																		
	0																		
	0																		
	0																		
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	0																		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)



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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596 OMB No.: 1235-0008 Expires: 02/28/2018

PAYROLL NO. 9 FOR WEEK ENDING 06/10/2015 PROJECT AND LOCATION Weslaco North Lateral Drainage Project PROJECT OR CONTRACT NO. 2015-101

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTION OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK							
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS						
			4	5	6	7	8	9	10														
Oscar Rizo - 2023		Superintendent									0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Gabriel Rizo - 1754		Foreman									0.00	0.00	0.00	0.00	0.00	15.50							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145), 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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Date 06-17-15

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)
Weslaco North Lateral Drainage Project; that during the payroll period commencing on the
(Building or Work)

11th day of June, 2015, and ending the 17th day of June, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. 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. § 3145), 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:

Stop Work issued by HCDD #1 Director Raul Sesin after meeting on 06-16-15 regarding headwall.

NAME AND TITLE

Armando A. Martinez; President

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.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



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Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR OR SUBCONTRACTOR
M-5 Texas Enterprises, LLC

FOR WEEK ENDING

06/24/2015

PROJECT AND LOCATION

Weslaco North Lateral Drainage Project

PROJECT OR CONTRACT NO.

2015-101

ADDRESS 914 W. Pike Blvd. Weslaco, Texas 78596

PAYROLL NO. 11

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			Th	F	S	S	M	T	W				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS		
			18	19	20	21	22	23	24										
Oscar Rizo - 2023		Superintendent																	
Gabriel Rizo - 1754		Foreman									17.00								
											15.50								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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Date 06/24/2015

I, Armando A. Martinez President
(Name of Signatory Party) (Title)

do hereby state:

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

M-5 Texas Enterprises, LLC on the
(Contractor or Subcontractor)
Weslaco North Lateral Drainage Project; that during the payroll period commencing on the
(Building or Work)

18th day of June, 2015, and ending the 24th day of June, 2015,
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

M-5 Texas Enterprises, 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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), 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:

Work Stoppage

NAME AND TITLE

Armando A. Martinez; President

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.



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OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR OR SUBCONTRACTOR
Venser Contractors LLC

ADDRESS 15935 Palm Vista Dr Num 77
Harlingen, TX 78552

PROJECT AND LOCATION
Monte Cristo And Weslaco Laterals

PROJECT OR CONTRACT NO.
14-028-10-09

PAYROLL NO. 4 FOR WEEK ENDING 09/26/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	M/C	OTHER		TOTAL DEDUCTIONS		
			S	M	T	W	T	F	S											
20	21	22	23	24	25	26														
Manuel Vega Jr (2359)	1	Excavator Over 50,000 Lbs	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	15.23	\$609.20	\$37.77	\$0.00	\$8.83	\$0.00	\$46.60	\$562.60
Leonardo Vega (2263)	1	Pipelayer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	11.87	\$474.80	\$29.44	\$0.00	\$6.88	\$0.00	\$36.32	\$438.48	
Fernando Tovar (7245)	1	Common Labor	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	9.86	\$394.40	\$24.45	\$0.00	\$5.72	\$0.00	\$30.17	\$364.23	
Oscar Alanis (2212)	1	Backhoe	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	12.77	\$510.80	\$31.67	\$0.00	\$7.41	\$0.00	\$39.08	\$471.72	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) 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 at 29 C.F.R. § 5.5(e)(3)(i) 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. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
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AI -51983

13.

DRAINAGE DISTRICT

Meeting Date: 10/27/2015

Submitted For: Lora Briones

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to issue manual payment on the following item once audit procedures are complete:

Application for Payment No. 1 in the amount of \$191,056.50 from PEGA JPS Utilities, LLC related to Construction Contract No. HCDD1-15-010-07-22B-Pct.4 Tower Road & Mile 17 1/2 Road Area Drainage Improvement Project. PO#627525. Project Engineer: Jose Noe Saldivar, P.E. -Hidalgo County Drainage District No. 1.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 04:37 PM
Final Approval	Monica Badillo	10/23/2015 06:57 PM
Form Started By: Monica Badillo		Started On: 10/23/2015 04:15 PM
Final Approval Date: 10/23/2015		