

RECEIVED
JUL 07 2016

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER) BY: [Signature]
From: Texas Cordia Construction, LLC (CONTRACTOR)
Contract: C-16-120-05-10
Project: Hidalgo County Pct. 4 - Mile 17 1/2 Road & Paving & Drainage Improvements
Owner's Contract No. C-16-120-05-10 Engineer's Project No. _____
For Work accomplished through the date of: June 30, 2016

1. Original Contract Price:		<u>\$345,880.39</u>
2. Net change by Change Order and Written Agreements(+or-):		
3. Current Contract Price (1 plus 2):		<u>\$345,880.39</u>
4. Total completed and stored to date:		<u>\$83,704.33</u>
5. Retainage (per Agreement):		
<u>5%</u> of completed Work:	<u>\$ 4,185.22</u>	
<u>5%</u> of stored material:	<u>\$ -</u>	
Total Retainage:		<u>\$4,185.22</u>
6. Total completed and stored to date less retainage (4 minus 5)		<u>\$79,519.11</u>
7. Less previous Application for Payments:		
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		<u>\$79,519.11</u>

Accompanying Documentation:

- ESTIMATE QUANTITY WORKSHEET
- SCHEDULE OF VALUES
- LIST OF SUPPLIERS AND SUB CONTRACTORS
- TxDOT Form 252 Contract Time Statement
- PARTIAL WAIVER OF LIENS
- PAYROLL

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 7/5/16

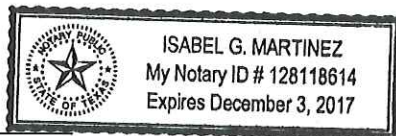
Texas Cordia Construction, LLC
CONTRACTOR

State of Texas
County of Hidalgo

Subscribed and sworn to before me this 5th day
of July, 2016

[Signature]
Yara M. Corbitt, P.E., President

[Signature]
Notary Public
My Commission expires: 12/3/17



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 07-07-16

Joe Noe Saldivar, P.E.
ENGINEER

By: [Signature]
07/07/16

Texas Cordia Construction, LLC Contractor Name
 6/13/2016 Starting Date
 9/19/2016 Project Ending Date
 Mile 17 1/2 Road & Paving & Drainage Improvements Engineer's / County Project Description

Application No.: 1
 Application Date: 6/30/2016
 Period To: 6/30/2016
 Engineer's / County Project No.: C-16-120-05-10

No.	Description	Unit	Original Schedule Value			Material on Hand			RFP 1			RFP 2			RFP 3			Total to Date	Balance To Finish	
			Rates	Quan	Dollars	QTY to Date	Item Cost	Item Cost (Total)	RFP 1 Quan	QTY to Date	Item Cost (Monthly)	RFP 2 Quan	QTY to Date	Item Cost (Monthly)	RFP 3 Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
BASE BID																				
1	PRIME COAT (MC-30)(0.2 GAL/SY)	SY	\$ 1.00	9525	\$ 9,525.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	9,525.00	\$ 9,525.00	
2	INSTALL 12" COMPACTED CALICHE (LABOR ONLY)	SY	\$ 1.00	10,980	\$ 10,980.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	10,980.00	\$ 10,980.00	
3	INSTALL BIAXIAL GEOGRID (LABOR ONLY)	SY	\$ 0.90	10980	\$ 9,882.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	10,980.00	\$ 9,882.00	
4	12" LIME TREATED SUBGRADE (3%)	SY	\$ 6.00	10,980	\$ 65,880.00		\$ -	8300.00	8300.00	\$ 49,800.00		8,300.00	\$ -		8,300.00	\$ -	\$ 49,800.00	2,680.00	\$ 16,080.00	
5	EROSION AND SEDIMENT CONTROL STRUCTURAL PROCTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	LS	\$ 3,640.00	1	\$ 3,640.00		\$ -	0.60	0.60	\$ 2,184.00		0.60	\$ -		0.60	\$ -	\$ 2,184.00	0.40	\$ 1,456.00	
6	TRAFFIC CONTROL	LS	\$ 5,000.00	1	\$ 5,000.00		\$ -	0.80	0.80	\$ 4,000.00		0.80	\$ -		0.80	\$ -	\$ 4,000.00	0.20	\$ 1,000.00	
7	REGRADE ROADSIDE DITCH	LF	\$ 1.00	6,626	\$ 6,626.00		\$ -	5764.62	5764.62	\$ 5,764.62		5,764.62	\$ -		5,764.62	\$ -	\$ 5,764.62	861.38	\$ 861.38	
8	ADJUST EXISTING INLET	EA	\$ 900.00	1	\$ 900.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	1.00	\$ 900.00	
9	STOP SIGN (R1-1)(36"X36")	EA	\$ 500.00	1	\$ 500.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	1.00	\$ 500.00	
10	STOP AHEAD SIGN (W3-1)(36"X36")	EA	\$ 500.00	1	\$ 500.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	1.00	\$ 500.00	
TOTAL BASE BID					\$ 113,433.00		\$ -			\$ 61,748.62			\$ -			\$ -	\$ 61,748.62		\$ 51,684.38	
ADD ALTERNATE #1 BID																				
1	3" HMAC TYPE "D" LIMESTONE	SY	\$ 14.90	9525	\$ 141,922.50		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	9,525.00	\$ 141,922.50	
TOTAL ADD ALTERNATE #1					\$ 141,922.50		\$ -			\$ -			\$ -			\$ -	\$ -		\$ 141,922.50	
ADD ALTERNATE #2 BID																				
1	1/5% LIME TREAT CALICHE BASE	SY	\$ 2.68	10980	\$ 29,426.40		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	10,980.00	\$ 29,426.40	
TOTAL ADD ALTERNATE #2					\$ 29,426.40		\$ -			\$ -			\$ -			\$ -	\$ -		\$ 29,426.40	
ADD ALTERNATE #3 BID																				
1	HEADWALL FOR 24" PIPE WITH CONCRETE RIP-RAP (AS PER DETAIL)	EA	\$ 3,858.57	6	\$ 23,151.42		\$ -	3	3.00	\$ 11,575.71		3.00	\$ -		3.00	\$ -	\$ 11,575.71	3.00	\$ 11,575.71	
TOTAL ADD ALTERNATE #3					\$ 23,151.42		\$ -			\$ 11,575.71			\$ -			\$ -	\$ 11,575.71		\$ 11,575.71	
ADD ALTERNATE #4 BID																				
1	CONCRETE RIP-RAP (AS PER DETAIL)	CY	\$ 53.41	215	\$ 11,483.15		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	215.00	\$ 11,483.15	
TOTAL ADD ALTERNATE #4					\$ 11,483.15		\$ -			\$ -			\$ -			\$ -	\$ -		\$ 11,483.15	
ADD ALTERNATE #5 BID																				
1	CONCRETE APRON AROUND EXISTING INLET (AS PER DETAIL)	EA	\$ 595.28	14	\$ 8,333.92		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	14.00	\$ 8,333.92	
TOTAL ADD ALTERNATE #5					\$ 8,333.92		\$ -			\$ -			\$ -			\$ -	\$ -		\$ 8,333.92	
ADD ALTERNATE #6 BID																				
1	REMOVE EXISTING PIPE CROSSING AND REPLACE WITH A 24" HIGH PERFORMANCE POLYPROPYLENE PIPE	LF	\$ 68.50	120	\$ 8,220.00		\$ -	120	120.00	\$ 8,220.00		120.00	\$ -		120.00	\$ -	\$ 8,220.00	-	\$ -	
2	TRENCH PROTECTION	LF	\$ 7.00	120	\$ 840.00		\$ -	120	120.00	\$ 840.00		120.00	\$ -		120.00	\$ -	\$ 840.00	-	\$ -	
3	BEDDING AND BACKFILL (AS PER DETAIL)	LF	\$ 11.00	120	\$ 1,320.00		\$ -	120	120.00	\$ 1,320.00		120.00	\$ -		120.00	\$ -	\$ 1,320.00	-	\$ -	
4	CONCRETE RIP-RAP (AS PER DETAIL)	CY	\$ 300.00	20	\$ 6,000.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	20.00	\$ 6,000.00	
5	REGRADE AND RESHAPE EXISTING DITCH	LF	\$ 17.50	100	\$ 1,750.00		\$ -		0.00	\$ -		0.00	\$ -		0.00	\$ -	\$ -	100.00	\$ 1,750.00	
TOTAL ADD ALTERNATE #6					\$ 18,130.00		\$ -			\$ 10,380.00			\$ -			\$ -	\$ 10,380.00		\$ 7,750.00	
TOTAL AMOUNTS:					\$ 345,880.39		\$ -			\$ 83,704.33			\$ -			\$ -	\$ 83,704.33		\$ 262,176.06	

ORIGINAL CONTRACT \$ 345,880.39
 CHANGE TO DATE
 CURRENT CONTRACT VALUE \$ 345,880.39

TOTAL TO DATE \$ 83,704.33
 TOTAL MOH \$ -
 TOTAL AMOUNT EARNED TO DATED \$ 83,704.33
 LESS RETAINAGE \$ 4,185.22
 NET AMOUNT EARNED TO DATE \$ 79,519.11
 PREVIOUS PAYMENTS \$ -
 NET AMOUNT EARNED THIS PERIOD \$ 79,519.11



3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

June 30, 2016

Hidalgo County Drainage District No. 1
Attn: Nora Cavazos
902 N. Doolittle Road
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 4 – Mile 17 ½ Road Paving and Drainage Improvements
Bid No.: 2016-120-04-27-MSS/YZV / C-16-120-05-10

Dear Ms. Maldonado:

The following is a list of suppliers used in the above mentioned project as per the County's request:

- Alamo Concrete (Suppliers)
- Lhoist North America (Suppliers)

If you have any questions, please contact me at (956) 627-6181.

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt", is written over a faint, light blue circular stamp.

Yara M. Corbitt, P.E.
President
Texas Cordia Construction



3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

June 30, 2016

Hidalgo County Drainage District No. 1
Attn: Nora Cavazos
902 N. Doolittle Road
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 4 – Mile 17 ½ Road Paving and Drainage Improvements
Bid No.: 2016-120-04-27-MSS/YZV / C-16-120-05-10

Dear Ms. Cavazos:

The following is a list of subcontractor used in the above mentioned project as per the County's request:

- No Subcontractors were used

If you have any questions, please contact me at (956) 627-6181.

Thank you,

A handwritten signature in blue ink, appearing to read "Yara M. Corbitt", is written over the typed name.

Yara M. Corbitt
President
Texas Cordia Construction

Certified Payroll Report

Contractor Texas Cordia Construction, LLC
 3149-A Center Pointe Drive
 Edinburg, TX 78539-7102

Project Hidalgo County Pct. 4 - Mile 17-1/2
 Road Paving & Drainage Improvements
 Edinburg, TX

Project/Contract # C-16-120-05-10
 Payroll Number 2
 For Week Ending 6/25/2016 --

Hours Worked by Day

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Gross Pay	Job Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Deduct	Total Net Pay
				Sun 19	Mon 20	Tue 21	Wed 22	Thu 23	Fri 24	Sat 25															
Alberto Ramos	4512	Motor Grader Operator, Rough	RT	11.00	10.00	10.00					31.00	14.75	457.25		0.00	1002,12329	808.94	50.16	11.73	63.00	0.00	0.00	124.89	684.05	
Chain Rodriguez	4423	Pipe Layer	RT			2.50					2.50	12.00	147.00		0.00	1006	597.00	37.01	8.66	4.00	0.00	0.00	49.67	547.33	
			OT			6.50					6.50	18.00													
Felix Hernandez	0012	Common Laborer	RT	3.00		2.00					5.00	10.25	51.25		0.00	1014	740.68	45.92	10.74	34.00	0.00	0.00	90.66	650.02	
Francisco Sanchez	3276	Pipe Layer	RT	12.00							12.00	12.00	144.00		0.00	1016	695.00	43.15	10.09	39.00	0.00	0.00	92.24	603.76	
Guadalupe Garcia	8787	Common Laborer	RT		2.50						2.50	11.50	140.88		0.00	1017	572.13	35.47	8.30	10.00	0.00	25.00	78.77	493.36	
			OT		6.50						6.50	17.25													
Jesus J Salas	7936	Common Laborer	RT	2.50		6.50					2.50	10.00	122.50		0.00	1021	497.50	30.85	7.22	18.00	0.00	0.00	56.07	441.43	
			OT	6.50							6.50	15.00													
Juan Jimenez	9947	Scraper Operator	RT	10.00							10.00	13.25	132.50		0.00	1026	897.78	55.66	13.02	49.00	0.00	0.00	117.68	780.10	
Juan M. Soliz	3104	Hourly - DL	RT		2.50						2.50	12.00	147.00		0.00	1027	597.00	37.01	8.66	0.00	0.00	0.00	45.67	551.33	
			OT		6.50						6.50	18.00													
Juan Rosales	6754	Common Laborer	RT	10.00							10.00	10.00	100.00		0.00	1028	722.50	44.80	10.47	32.00	0.00	59.00	146.27	576.23	

Nora Cavazos

From: Jesse Alvarez <jose.alvarez@co.hidalgo.tx.us>
Sent: Tuesday, July 05, 2016 8:20 AM
To: Nora Cavazos
Cc: Areanna E. Yzaguirre
Subject: RE: Mile 17 1/2 Road Paving Imp.

Good Morning Nora ,
Quantities are Correct for this Pay Application.

Thank You ☺

*Jesse Alvarez
Construction Inspector
Hidalgo County Engineering Projects Office
902 Doolittle Rd.
Edinburg, Texas 78542
956-292-7000 ext. 2029
956-533-3992 Mobile
jose.alvarez@co.hidalgo.tx.us
County of Hidalgo*

From: Nora Cavazos [mailto:nora.cavazos@hcdd1.org]
Sent: Friday, July 01, 2016 3:53 PM
To: 'Jesse Alvarez'
Cc: 'Areanna E. Yzaguirre'
Subject: Mile 17 1/2 Road Paving Imp.

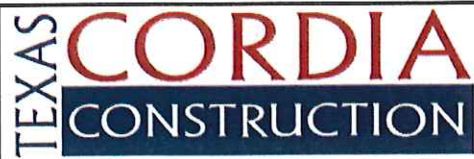
Hi Jesse,

Attached is a copy of the estimate quantity update worksheet for Pay Application No. 1 for the Pct. 4 – Mile 17 ½ Road Paving & Drainage Improvements. Please verify that the numbers are correct.

Thank you and have a great weekend :)



Nora Cavazos
Executive Assistant I
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5812
Fax: (956)292-7089
nora.cavazos@hcdd1.org



Letter of Transmittal

Hidalgo County Drainage District No. 1
Attn: Nora Cavazos
902 N. Doolittle Road
Edinburg, TX 78539

Date: 07/05/2016

REF: Hidalgo County Precinct No. 4 – Mile 17 ½ Road Paving and Drainage Improvements
Bid No.: 2016-120-04-27-MSS/YZV

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> USPS Mail	<input type="checkbox"/> Courier	<input checked="" type="checkbox"/> Hand Delivered
<input type="checkbox"/> E-Mail	<input type="checkbox"/> Overnight Delivery	<input type="checkbox"/> Pick up

COPIES	DESCRIPTION
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1	Application for Payemnt #1

REMARKS:

Nora,

Attached please find the revised Application for Payment #1 for the Hidalgo County Precinct 4 – Mile 17 ½ Road Paving and Drainage Improvements project.

Should you have any questions or comments feel free to contact me at (956) 627-6181.

Thank you,

Isabel Martinez
Texas Cordia Construction, LLC

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

JUL 06 2016

4:01 AM / PM

BY:

Received by: _____ Date: _____

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE



LETTER OF TRANSMITTAL

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

DATE: 07-07-16

TO: Hidalgo County Pct. 4

FROM: POB O'Carroll

ATTENTION: Lucy Lucio

JOB TITLE: _____

REASON FOR TRANSMITTAL CHECKED BELOW:

- | | | |
|--|---|--|
| <input type="radio"/> AS REQUESTED | <input checked="" type="radio"/> FOR APPROVAL | <input type="radio"/> REVIEW AND COMMENT |
| <input type="radio"/> RETURNED FOR CORRECTIONS | <input type="radio"/> APPROVED AS NOTED | <input type="radio"/> OTHER |
| <input type="radio"/> APPROVED AS SUBMITTED | <input type="radio"/> COPY OF LETTER | <input type="radio"/> HAND DELIVERED |

REMARKS: HC P4 - Mill 17 1/2 Road Paving & Drainage Imp.

- ① Application for Payment 1 ② Est. Qty. Sheet ③ Schedule of values ④ List of suppliers ⑤ List of subcontractors
⑥ Contract time statement ⑦ Certified payroll 1-2

Received By: Brianna Juarez

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	

Excavator, over 50,000 lbs..	\$ 15.23
Foundation Drill, Truck Mounted.....	\$ 16.86
Front End Loader Operator, Over 3 CY.....	\$ 13.69
Front End Loader, 3 CY or less.....	\$ 13.49
Loader/Backhoe.....	\$ 12.77
Mechanic.....	\$ 15.47
Milling Machine.....	\$ 14.64
Motor Grader Operator, Rough.....	\$ 14.62
Motor Grader, Fine Grade....	\$ 16.52
Scraper.....	\$ 11.07
 Servicer.....	\$ 12.34
 Steel Worker (Reinforcing).....	\$ 14.07
 TRUCK DRIVER	
Lowboy-Float.....	\$ 13.63
Single Axle.....	\$ 10.82
Single or Tandem Axle Dump..	\$ 14.53
Tandem Axle Tractor with Semi Trailer.....	\$ 12.12
 WELDER.....	\$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



Purchase Order COUNTY OF HIDALGO

PO# 744580

DATE: 06/03/16

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 404322

REQ: 00298531

PHONE: (956) 971-0289

Fax: (956) 386-0289

EMAIL: yara@texascordia.com

SHIP TO: HIDALGO CO. PCT 4

1051 N. DOOLITTLE

EDINBURG TX 78542

TEXAS CORDIA CONSTRUCTION, LLC

3149-A CENTER POINTE DR.

EDINBURG TX 78539

CONTACT: VDavis

(956) 383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-16-120-05-10

SPECIAL INSTRUCTIONS: Pct. 4 Req # 601

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UCM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-16-120-05-10 For: Mile 17 1/2 Road Paving & Drainage Project Approved CC 05/25/16 (AI- 54722) Approved CC 05/10/16 (AI- 54418)		
1.00	LOT	CC Base Bid plus Alternate Bid #1, #2, #3, #4, #5, & #6 for "Hidalgo County Pct. 4- Mile 17 1/2 Road Paving & Drainage Improvements"	345,880.39	345,880.39
		TOTAL:		345,880.39
		***** For Hidalgo County use only		
		6-1200-431-00-124-142-0-721	62,258.47	
		6-1200-431-00-124-142-0-841	283,621.92	

Authorized by: _____

Martha L Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller. If Seller's written acknowledgement of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. **Inspection, warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. **Safety warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6. **Price warranty.** The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. **Invoices and Payments.** A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. **Invoicing.** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. **Payment.** Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. **Gratuities.** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. **Delivery terms and transportation charges.** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs; provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. **Warranty against infringement.** Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. **Taxes.** Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. **Waiver of liens.** Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. **Interpretation - Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. **Prohibition against personal interest and contracts.** No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. **Miscellaneous.**

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

Zimbra

maria.lucio@co.hidalgo.tx.us

Notice to Proceed- Mile 17.5 Road Paving & Drainage Improvement

From : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us> Fri, Jun 03, 2016 04:34 PM
2 attachments

Subject : Notice to Proceed- Mile 17.5 Road Paving & Drainage Improvement

To : yara@texascordia.com, Maria Lucio <maria.lucio@co.hidalgo.tx.us>, Nora Cavazos <nora.cavazos@hcdd1.org>

Cc : Isabel Martinez <isabel@texascordia.com>

Good afternoon,

Attach please find "Notice to Proceed" along with purchase order for your files.
Please read attach document for further information.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

 **NoticeToProceed-TX Cordia.pdf**
30 KB

 **PO_744580 Texas Cordia Construction 6-3-16 (1).pdf**
413 KB
