



# Purchase Order COUNTY OF HIDALGO

PO# 726099

DATE: 05/22/15

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 89931

REQ: 00277163

PHONE: (956) 279-0910

Fax: (956) 968-2484

EMAIL:

SHIP TO: HIDALGO CO. PCT 3

724 N. BREYFOGLE

MISSION TX 78574

ANTHONY COVACEVICH CONSULTANTS  
401 SOUTHGATE CIRCLE  
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO:

SPECIAL INSTRUCTIONS: Req # 1019

### 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	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		OM ACC a State Licensed Registered Accessibility Specialist will conduct a TDLR (Texas Dept. of Licensing and Regulation) Texas Accessibility Standards plan review	400.00	400.00
1.00		OM Inspection Services	450.00	450.00
1.00		OM TDLR required Fee to register the project Project Name : Mile 2 North Road Improvements Limits: La Homa Rd. to Moorefield Rd. Const. Bid Cost: \$1,569,523.71	175.00	175.00
<b>TOTAL:</b>				1,025.00
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				
***** For Hidalgo County use only 5-1315-431-00-123-094-0-721				
			1,025.00	

Authorized by:

*Martha Salazar*  
*ms*

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 charges(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 be 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

norma.ceballos@co.hidalgo.tx.us

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**RE: Plan Review and Insp. Services for TDLR**

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**From :** Anthony Covacevich <covacevich@aol.com>

Wed, May 13, 2015 04:57 PM

**Subject :** RE: Plan Review and Insp. Services for TDLR

3 attachments

**To :** 'Arnold Cortez' <acortez@lengineers.com>**Cc :** 'Norma Ceballos' <norma.ceballos@co.hidalgo.tx.us>, 'Ricardo Gallaga' <ricardo@lengineers.com>**Reply To :** covacevich@aol.com

Thank you for contacting ACC to meet your accessibility needs.

ACC will conduct a TDLR Texas Accessibility Standards (TAS 2012) plan review for a fee of \$400 and a TAS inspection for a fee of \$450. TDLR requires a \$175 fee to register the project. (Total fees: \$1,025) Upon receipt of the fees, registration form, and plans in pdf, ACC will register the project, pay the registration fee, review the plans, and submit the plan review report to the owner, and architect. ACC will conduct the inspection when a Request for Inspection form is submitted by the owner. The inspection will be conducted with a representative of the owner onsite and the report will be submitted to the same parties as the plan review. All required forms and reports to TDLR will also be submitted.

Attached please find my liability insurance, FW9 form, and Conflict of Interest form, and Duns #. The Workman's Comp affidavit will be sent tomorrow when it is notarized. Please advise if you need anything else.

*Anthony Covacevich, A.P.A.*  
R.A.S. 00000097  
Accessibility Checks and Controls  
401 Southgate Circle  
Weslaco, Tx. 78596  
Cell 956-279-0910

**From:** Arnold Cortez [mailto:acortez@lengineers.com]**Sent:** Wednesday, May 13, 2015 1:32 PM**To:** covacevich@aol.com**Cc:** Norma Ceballos; Ricardo Gallaga**Subject:** Plan Review and Insp. Services for TDLR

Mr. Anthony Covacevich (RAS – 97),

As discussed in our phone conversation please provide a FEE Proposal for both a Plan Review & Inspection service for the project below:

- Pct 3 Hidalgo County Commissioner Joe M. Flores
- Highway : Mile 2 North
- Limits : La Homa Road to Moorefield Road
- Construction Bid Cost : \$1,569,523.71



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157, Austin, Texas 78711
(512) 463-6599 • (800) 803-9202 • FAX (512) 475-2871
customer.service@license.state.tx.us • www.license.state.tx.us

For Department Use Only
EABPRJ

IMPORTANT INSTRUCTIONS - PLEASE READ BEFORE BEGINNING
This is only the REGISTRATION of the construction project. The building/facility owner is responsible for ensuring that the Project Registration Form, construction documents, and applicable fees are mailed, shipped, or hand delivered to TDLR or a Registered Accessibility Specialist (RAS) for the required review and inspection of the project. Please print or type.

ARCHITECTURAL BARRIERS PROJECT REGISTRATION FORM

The required plan review will be performed by: (Check One) [ ] TDLR [X] RAS (Name/Lic #): Anthony Covacevich 0000097
PERSON REGISTERING PROJECT
1. Name Anthony Covacevich RAS # (if applicable) 0000097
2. Address 401 Southgate Circle City Weslaco State Tx. Zip 78596
3. Phone (956) 279-0910 \*\*Email covacevich@aol.com
PROJECT
4. Project Name
5. Building or Facility Name
6. Address City Zip County
TENANT (if other than owner)
7. Tenant Contact Name Phone ( )
BUILDING OR FACILITY OWNER (person or entity that holds title to property)
8. Name Phone ( )
9. Address City State Zip
10. Owner Contact Name
11. Address City State Zip
12. Phone ( ) \*\*Email
DESIGN FIRM
13. Name Phone ( )
14. Address City State Zip
15. Designer Name \*\*Email
16. Type of License: (Check One) [ ] Architect [ ] Engineer License Number (if applicable)
[ ] Interior Designer [ ] Landscape Architect [ ] Other (includes not licensed)
PROJECT DESCRIPTION
17. Start Date (MM/YY): 18. Completion Date (MM/YY): 19. Estimated Cost \$
20. Type of Work: (Check One) [ ] New Construction [ ] Renovation/Alterations [ ] Additions to Existing Building [ ] Historic Preservation
21. Type of Funds: (Check One) [ ] Public Funds, public land, or is a state lease
[ ] Privately funded, on private land for private use
Are the private funds provided by a tenant? [ ] Yes [ ] No 22. State Lease No. (if applicable)
23. Does this building(s) have more than one level? (Check One) [ ] Yes [ ] No
24. Are there any elevators, escalators, or platform lifts in this building? (Check One) [ ] Yes [ ] No
25. Does this building(s) have any boilers? (Check One) [ ] Yes [ ] No
26. Scope of Work:

TDLR FORM AB06 04-12

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) to have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

\*\*The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationlists.asp