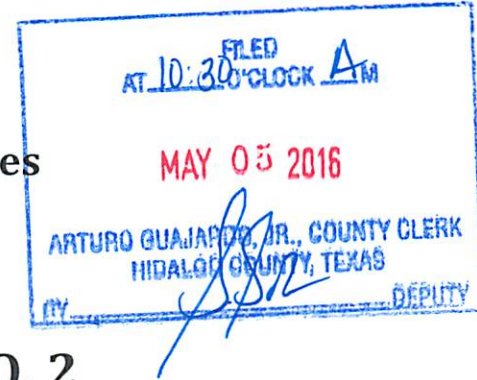


**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-16-164-04-26**  
**Work Authorization Form**



**WORK AUTHORIZATION NO. 2**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Aranda & Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6.

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 **Engineer** is identified in **EXHIBIT "B" - Scope of Services to be Provided by the Engineer** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ **149,300.00**. 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 **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 5, 6, & 7** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:  
Account No. 6-1347-431-00-121-216-0-721  
Requisition Number 297293 (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 project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

**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 Precinct #1, Commissioner A.C. Cuellar, Jr.** as to content and detail of this **Work Authorization No.2**.

**HIDALGO COUNTY PRECINCT #1 Commissioner A.C. Cuellar, Jr.**

BY: *A.C. Cuellar, Jr.*  
A.C. Cuellar, Jr., Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 04/26/16 as indicated below and effective as of 26th day of APRIL, 2016.

**THE ENGINEER:**  
Aranda & Associates, Inc.

*James Aranda*  
By: James Aranda

**THE OWNER:**  
HIDALGO COUNTY

*Ramon Garcia*  
By: Ramon Garcia, County Judge

**ATTEST:**

*Arturo Guajardo, Jr.*  
By: Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/26/16 *gmb*

**LIST OF ATTACHMENTS**

- EXHIBIT "A" - Service to be Provided by the Owner
- EXHIBIT "B" - Services to be Provided by the Engineer
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Cost Proposal

# EXHIBIT "A"

## Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

## EXHIBIT "B"

### Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates (Engineer) in the development of Project, below identified specifically.

Aranda & Associates shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

### PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.



**ARANDA & ASSOCIATES, INC.**

Land Surveying • Engineering • GIS  
Right-Of-Way Services • LiDAR Scanning

---

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com

TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar  
Precinct No. 1  
Hidalgo County Commissioner  
1902 Joe Stephens Ave, #303  
Weslaco, Texas 78596

Re: Proposal  
Mile 14 ½ Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 14 ½ (Mile 4 to 6).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS  
Owner/President

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by Aranda & Associates in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT "D"

Hourly Rates

Principal	\$150.00
Registered Professional Land Surveyor	\$125.00
Project Engineer/Professional Engineer	\$125.00
Right of Way Agent	\$75.00
Design Engineer/Graduate Engineer	\$70.00
CADD Manager/Tech III	\$55.00
GIS Tech/ CADD Tech II	\$50.00
CADD Tech I	\$40.00
Resident Project Representative	\$50.00
Clerical	\$25.00
GPS Crew	\$125.00
2-Man Survey Crew	\$80.00
Party Chief	\$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

<b>Service Description</b>	<b>Fee Schedule Description</b>	<b>Fee</b>
<b>Engineering Design</b>		<b>\$ 149,300.00</b>
	30% Submittal	\$44,790.00
	60% Submittal	\$44,790.00
	100% Submittal	\$44,790.00
	At Contract Award	\$14,930.00

**Total Lump Sum Amount - \$149,300.00**

**EXHIBIT D-1**  
**ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN**  
**HIDALGO COUNTY MILE 14 1/2**  
**FROM MILE 4 TO MILE 6**

ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	0.00%
# sites	1	0.00%
Eng Fee (\$)	\$149,300.00	0.00%

**FEE INCREASE JUSTIFICATION (CHECK BOX)**  
 Project Limits Changed - Original limits are from A to B and New limits are from A to C  
 New Location Added - xyz is added as a new improvement location  
 Improvement Type Changed: Resurfacing has changed to Reconstruction  
 Acquisition Services Added:

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADDIGIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
<b>PROJECT CONTROLS</b>													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID.1)			4			16							21
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			35						16	38
Monthly Invoicing			6			10							32
<b>QUALITY CONTROL</b>													
GAGC Reviews 30% Submittal			2			24	4		8				36
GAGC Reviews 60% Submittal			3			36	4		8				51
GAGC Reviews 100% Submittal			3			38	4		8				51
Milestone Review Meetings with PMC (30%, 60%, Final)			3			35	4						43
<b>ENGINEERING DESIGN</b>													
Data Collection / Field Survey					2	40	40		120				202
Process Field Data					2	40	50		120				212
Review of geotechnical report			2			3							0
Develop Project Plans 30%					16	40	40		150				344
Develop Project Plans 60%					24	40	40		160				378
Develop Project Plans 100%					35	40	40		120				278
Address Review Comments					24	35	35		80				169
Assemble Front End					2	16	16		50				80
Develop and Assemble Technical Specifications					2	6	6						10
Prepare Bid Advertisement/Coordinate with Newspaper/Contract potential Bidders					2	4	4						6
Addressing Bid Questions					4	16	16						20
Prepare and Issue Addenda					4	16	16						20
Conduct Bid opening / Check and Tabulate Bids					4	12	12						14
Council Meeting for Contract Awards			4			1							7
Prepare Construction Award Documents					4	16	16						20
Pre-Construction Conference					4	6	6						13
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews					10	10	10						26
Contractor Pay Request Reviews					3	10	10						19
<b>PROJECT CLOSE-OUT SERVICES</b>													
Construction Closeout					4	16	16						20
Submit As-Built Plans					4	8	8	36					108
<b>SUBTOTAL</b>		0	45	0	0	382	428	415	834	0	0	16	1862
Loaded Hourly Rates			\$ 150.00			\$ 125.00	\$ 70.00	\$ 95.00	\$ 50.00			\$ 25.00	\$ 25.00
Direct Labor			\$ 6,750.00			\$ 47,750.00	\$ 29,820.00	\$ 22,850.00	\$ 41,700.00			\$ 400.00	\$ 149,300.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
<b>TOTAL ESTIMATE</b>		0	\$ 6,750.00	\$ -	\$ -	\$ 47,750.00	\$ 29,820.00	\$ 22,850.00	\$ 41,700.00	\$ -	\$ -	\$ 400.00	\$ 149,300.00



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321	FAX (A/C, No): 512-330-9856	
	PHONE (A/C, No, Ext): 512-330-9836	E-MAIL ADDRESS: austincerts@anco.com	
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Travelers Lloyds Ins. Co.		41262
	INSURER B : Travelers Indemnity Co of Amer		
	INSURER C : The Charter Oak Fire Ins. Co.		25615
	INSURER D : Continental Casualty Co.		20443
	INSURER E :		
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:**      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
C	<input checked="" type="checkbox"/> 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			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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 <input type="checkbox"/> N/A	UB3408T860	02/11/2016	02/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per Claim 1,000,000 Aggregate 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
HIDAED2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, TX 78539	AUTHORIZED REPRESENTATIVE 



HIDALGO COUNTY PCT. 1  
1902 JOE STEPHENS, STE. 101  
WESLACO, TEXAS 78599

PH:956.968.8733  
FAX:956.969.1417

# A.C. CUELLAR JR.

COMMISSIONER PRECINCT 1

---

## NOTICE TO PROCEED

To: James Aranda, President/CEO  
Aranda & Associates, Inc.

From: Raul Lozano, Chief Administrator  
Hidalgo County Precinct 1

Re: NOTICE TO PROCEED-Work Authorization No. 2- Mile 14 1/2  
(Mile 4 – Mile 6)

Date: May 24, 2016

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the scope of services as detailed under Work Authorization No. 1 in connection to Contract #C-16-164-04-26 with Hidalgo Precinct No. 1.

All work must be done in accordance with the work authorization. Any deviations must be approved in writing by the Engineer in conjunction with Precinct No. 1 Commissioner AC Cuellar. Work must commence pursuant upon issuance of this **NOTICE TO PROCEED**.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 968-8733 extension 1022.

Thank You,

Raul Lozano



# Purchase Order

## COUNTY OF HIDALGO

PO# 743894

DATE: 05/20/16

PAGE NO: 1 Of 1

**PO TYPE:**

VENDOR: 420034

REQ: 00297293

CANCELLED: 04-25-17

PHONE: (956)631-0944

Fax: (956)631-0992

EMAIL: ARANDAJ@ARANDAWORLD.COM

SHIP TO: HIDALGO CO. PCT 1

1902 Joe Stephens Ave  
WESLACO TX 78596

ARANDA, JAMES  
D/B/A ARANDA & ASSOCIATES, INC.  
1552 DOVE AVE.  
MCALLEN TX 78504

CONTACT: RLOZANO/DR

(956)968-8733

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-16-164-04-26

**SPECIAL INSTRUCTIONS: RK35**

**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		
		C-16-164-04-26 EXP 12/31/2016		
		APPROVED BY CC4/26/16 AI-54317		
1.00	EACH	CC WORK AUTHORIZATION NO. 2 FOR PROFESSIONAL ENGINEERING SERVICES FOR MILE 14 1/2 FROM MILE 4 TO MILE 6 ROAD RECONSTRUCTION PROJECT.	149,300.00	149,300.00
		<b>TOTAL:</b>		149,300.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only 6-1347-431-00-121-216-0-721	149,300.00	

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.