



2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539
(956) 603-2025

PO # 26203607
1360-52-122-000-0000-507400
Req # 26102658
\$12,428.96

Bill To:
Hidalgo County - Precinct #2
300 W. Hall Acres Rd.
Pharr, Texas 78577

Invoice

Date	Invoice #
8/1/2026	2026-139

Please send remittance with copy of invoice to:

Attn: Mr. Robert Macheska
2805 Fountain Plaza Blvd.
Suite B
Edinburg, Texas 78539

Project Info:
Hidalgo County Pct. #2
Lopezville Park Improvement Project
PSA #: C-20-471-09-01

Billing Period: July 2026

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Supplemental #3 Tasks					
Task 1 - HCID#2 Connection Installation Coord	\$ 4,810.00 ✓	\$ 4,810.00 ✓	\$ -	\$ 4,810.00 ✓	100.0% ✓
<u>Subtotal</u>	<u>4,810.00</u>	<u>4,810.00</u>		<u>4,810.00</u>	
Total For Supplemental #3 This Billing Period:					\$0.00

Supplemental #4 Tasks

Task 1 - Construction Management & Inspection (SUB)	\$ 66,425.32 ✓	\$ 16,606.33 ✓	\$ 6,642.53 ✓	\$ 23,248.86 ✓	35.0% <u>43,176.44</u>
Task 2 - Meetings/Coordination on Proj. Dev. Activities w/Stakeholders (SUB)	\$ 6,542.16 ✓	\$ 1,635.54 ✓	\$ 654.22 ✓	\$ 2,289.76 ✓	35.0% <u>4,252.40</u>
Task 3 - Review of Submittals & RFI's (SUB)	\$ 11,723.40 ✓	\$ 2,930.85 ✓	\$ 1,172.34 ✓	\$ 4,103.19 ✓	35.0% <u>7,620.21</u>
Task 4 - Construction Material Testing (SUB)	\$ 41,053.10 ✓	\$ 10,263.28 ✓	\$ 2,873.72 ✓	\$ 13,136.99 ✓	32.0% <u>27,916.11</u>
Task 5 - Project Management & Oversight	\$ 8,230.00 ✓	\$ 2,057.50 ✓	\$ 740.70 ✓	\$ 2,798.20 ✓	34.0% <u>5,431.80</u>
Line Item Expense 1 - Mileage (SUB)	\$ 4,935.00 ✓	\$ 1,233.75 ✓	\$ 345.45 ✓	\$ 1,579.20 ✓	32.0% <u>3,355.80</u>
<u>Subtotal</u>	<u>138,908.98</u>	<u>34,721.25</u>	<u>12,428.96</u>	<u>47,156.20</u>	<u>91,752.78</u>
Total For Supplemental #4 This Billing Period:					\$12,428.96

INVOICE RECEIVED BY:

Iupita garza ON 08/03/26
GOODS/SERVICES RECEIVED BY:

Eddie Cantu ON 07/01-31/26

Grand Total This Billing Period: \$12,428.96



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8/1/2026	2026-139

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RECEIVED AUG - 3 2026

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Project Info:

Hidalgo County Pct. #2
Lopezville Park Improvement Project
PSA #: C-20-471-09-01

PH# 26203607

Billing Period: July 2026

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete	
Original WA Tasks						
Task 1 - Boundary & Topographic Survey (SUB)	\$ 5,400.00 ✓	\$ 5,400.00 ✓	\$ -	\$ 5,400.00 ✓	100.0%	⊕
Task 2 - Geotechnical Testing & Eng (SUB)	\$ 4,182.50 ✓	\$ 4,182.50 ✓	\$ -	\$ 4,182.50 ✓	100.0%	⊕
Task 3 - Develop Park Site & Grading Plan	\$ 7,989.00 ✓	\$ 7,989.00 ✓	\$ -	\$ 7,989.00 ✓	100.0%	⊕
Task 4 - Design 10' Asphalt Walking Trail	\$ 11,620.00 ✓	\$ 11,620.00 ✓	\$ -	\$ 11,620.00 ✓	100.0%	⊕
Task 5 - Develop Drainage Plan	\$ 10,194.00 ✓	\$ 10,194.00 ✓	\$ -	\$ 10,194.00 ✓	100.0%	⊕
Task 6 - Design Parking Lot & Entrance	\$ 10,691.00 ✓	\$ 10,691.00 ✓	\$ -	\$ 10,691.00 ✓	100.0%	⊕
Task 7 - Design Fishing Pond (SUB)	\$ 2,200.00 ✓	\$ 2,200.00 ✓	\$ -	\$ 2,200.00 ✓	100.0%	⊕
Task 8 - Design Soccer Fields & Tennis Courts (SUB)	\$ 2,450.00 ✓	\$ 2,450.00 ✓	\$ -	\$ 2,450.00 ✓	100.0%	⊕
Task 9 - Design Picnic Areas	\$ 1,900.00 ✓	\$ 1,900.00 ✓	\$ -	\$ 1,900.00 ✓	100.0%	⊕
Task 10 - Design Safety Lighting (SUB)	\$ 8,500.00 ✓	\$ 8,500.00 ✓	\$ -	\$ 8,500.00 ✓	100.0%	⊕
Task 11 - Design Metal Pavilion (SUB)	\$ 2,700.00 ✓	\$ 2,025.00 ✓	\$ -	\$ 2,025.00 ✓	75.0%	675.00
Task 12 - Utility Design & Coordination	\$ 3,150.00 ✓	\$ 3,150.00 ✓	\$ -	\$ 3,150.00 ✓	100.0%	⊕
Task 13 - Develop Construction Estimate, Specifications & General Notes	\$ 3,910.00 ✓	\$ 3,910.00 ✓	\$ -	\$ 3,910.00 ✓	100.0%	⊕

8/1/26



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Lopezville Park Improvement Project
PSA #: C-20-471-09-01

Billing Period: July 2026

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 14 - Construction Management & Inspection (SUB)	\$ 38,833.80 ✓	\$ 38,833.80 ✓	\$ -	\$ 38,833.80 ✓	100.0% ✓
Task 15 - Construction Material Testing (SUB)	\$ 24,000.00 ✓	\$ 24,000.00 ✓	\$ -	\$ 24,000.00 ✓	100.0% ✓
Task 16 - Project Site Visits	\$ 1,510.00 ✓	\$ 1,510.00 ✓	\$ -	\$ 1,510.00 ✓	100.0% ✓
Task 17 - Meetings/Coordination/Management Oversight (SUB)	\$ 3,786.08 ✓	\$ 3,786.08 ✓	\$ -	\$ 3,786.08 ✓	100.0% ✓
Task 18 - Meetings/Coordination/Management Oversight	\$ 2,705.00 ✓	\$ 2,705.00 ✓	\$ -	\$ 2,705.00 ✓	100.0% ✓
Line Item Expense 1 - Mileage (SUB)	\$ 2,900.00 ✓	\$ 2,900.00 ✓	\$ -	\$ 2,900.00 ✓	100.0% ✓
Line Item Expense 2 - Geotechnical Field Drilling Operations & Testing	\$ 8,000.00 ✓	\$ 8,000.00 ✓	\$ -	\$ 8,000.00 ✓	100.0% ✓
	<u>156,621.38</u>				<u>675.00</u>

Total For Original WA This Billing Period: \$0.00



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Hidalgo County Pct. #2
Lopezville Park Improvement Project
PSA #: C-20-471-09-01

Billing Period: July 2026

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete	
Supplemental #1 Tasks						
Task 1 - Grant Application Support	\$ 8,530.00 ✓	\$ 8,530.00 ✓	\$ -	\$ 8,530.00 ✓	100.0%	⊕
Task 2 - NEPA Biological & Phase I ESA	\$ 14,890.00 ✓	\$ 14,890.00 ✓	\$ -	\$ 14,890.00 ✓	100.0%	⊕
Task 3 - Project Site Visits	\$ 1,156.00 ✓	\$ 1,156.00 ✓	\$ -	\$ 1,156.00 ✓	100.0%	⊕
Task 4 - Meetings/Coordination/Management Oversight	\$ 2,948.00 ✓	\$ 2,948.00 ✓	\$ -	\$ 2,948.00 ✓	100.0%	⊕
<i>Subtotal</i>	<u>27,524.00</u>	<u>27,524.00</u>		<u>27,524.00</u>		

Total For Supplemental #1 This Billing Period: \$0.00

Supplemental #2 Tasks

Task 1 - Structural, MEP & Architectural Design (SUB)	\$ 30,000.00 ✓	\$ 30,000.00 ✓	\$ -	\$ 30,000.00 ✓	100.0%	⊕
Task 2 - Landscape Architectural Design (SUB)	\$ 11,000.00 ✓	\$ 11,000.00 ✓	\$ -	\$ 11,000.00 ✓	100.0%	⊕
Task 3 - Review/Coordination/Management	\$ 5,100.00 ✓	\$ 5,100.00 ✓	\$ -	\$ 5,100.00 ✓	100.0%	⊕
	<u>46,100.00</u>	<u>46,100.00</u>		<u>46,100.00</u>		

Total For Supplemental #2 This Billing Period: \$0.00



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Project Info:

Hidalgo County Pct. #2
Lopezville Park Improvement Project
PSA #: C-20-471-09-01

Billing Period: July 2026

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
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Original Work Authorization ~ Summary

<u>WA No.</u>	<u>WA Amount</u>	<u>Previously Inv.</u>	<u>Percent Complete</u>	<u>Remaining Balance</u>
WA #1	\$156,621.38	\$155,946.38	99.6%	\$675.00
ORIGINAL WA #1 COMPLETE AS IS				

Supplemental #1 ~ Summary

<u>WA No.</u>	<u>WA Amount</u>	<u>Previously Inv.</u>	<u>Percent Complete</u>	<u>Remaining Balance</u>
Suppl #1	\$27,524.00	\$27,524.00	100.0%	\$0.00

Supplemental #2 ~ Summary

<u>WA No.</u>	<u>WA Amount</u>	<u>Previously Inv.</u>	<u>Percent Complete</u>	<u>Remaining Balance</u>
Suppl #2	\$46,100.00	\$46,100.00	100.0%	\$0.00

Supplemental #3 ~ Summary

<u>WA No.</u>	<u>WA Amount</u>	<u>Previously Inv.</u>	<u>Percent Complete</u>	<u>Remaining Balance</u>
Suppl #3	\$4,810.00	\$4,810.00	100.0%	\$0.00

Supplemental #4 ~ Summary

<u>WA No.</u>	<u>WA Amount</u>	<u>Previously Inv.</u>	<u>Percent Complete</u>	<u>Remaining Balance</u>
Suppl #4	\$138,908.98	\$34,727.25	33.9%	\$91,752.78

Robert Macheska - Exec. Vice-President/COO

August 1, 2026

Hon. Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, Texas 78577

Ref: Progress Report For Lopezville Park Improvement Project
Professional Services Agreement #: C-20-471-09-01
Invoice #: 2026-139

Dear Commissioner Cantu,

GDJ Engineering is submitting this progress report in support of the corresponding invoice and as a request for payment. The detailed task item updates are described below.

ORIGINAL WA TASKS

Task #1 – Boundary & Topographic Survey (SUB): 100% Complete ✓

The surveyor has finalized all survey collections. This task is complete.

Task #2 – Geotechnical Testing & Engineering (SUB): 100% Complete ✓

The final geotechnical report has been finalized and submitted. This task is complete.

Task #3 – Develop Park Site & Grading Plan: 100% Complete ✓

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #4 – Design 10' Asphalt Walking Trail: 100% Complete ✓

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #5 – Develop Drainage Plan: 100% Complete ✓

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #6 – Design Parking Lot & Entrance: 100% Complete ✓

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #7 – Design Fishing Pond (SUB): 100% Complete ✓

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #8 – Design Soccer Fields & Tennis Courts (SUB): 100% Complete ✓

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #9 – Design Picnic Areas: 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete..

Task #10 – Design Safety Lighting (SUB): 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #11 – Design Metal Pavilion (SUB): 75% Complete

The metal pavilion was removed from the plans. This task will be complete at the current 75% completion percentage.

Task #12 – Utility Design & Coordination: 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #13 – Develop Estimate, Specifications & General Notes: 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #14 – Construction Management & Inspection (SUB): 100% Complete

The contractor completed the rough in plumbing for the restroom pad. The soccer fields subgrade has been finished. The tasks for the original WA are complete.

Task #15 – Construction Material Testing (SUB): 100% Complete

B2Z performed field testing for the subgrade material. This testing completes the tasks on the original work authorization. The CMT services will continue under Supplemental #4. This task is complete.

Task #16 – Project Site Visits: 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #17 – Meetings/Coordination/Management Oversight (SUB): 100% Complete

The tasks for the original WA are complete.

Task #18 – Meetings/Coordination/Management Oversight: 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

Line Item Expense 1 – Mileage (SUB): 100% Complete

The tasks for the original WA are complete.

Line Item Expense 2 – Geotech Field Drilling Operations & Testing (SUB): 100% Complete

All Geotechnical field operations have been completed and the Geotechnical engineering has now commenced. This task is complete.

SUPPLEMENTAL #1 TASKS**Task #1 – Grant Application Support: 100% Complete**

The grant writeup has been completed and the application has been successfully uploaded and submitted. This task is complete.

Task #2 – NEPA Biological & Phase I ESA: 100% Complete

The Biological Study and Phase I Environmental Site Assessment has been completed as recommended by Texas Parks and Wildlife. The Study and Report were uploaded and submitted along with the application. This task is complete.

Task #3 – Project Site Visits: 100% Complete

Our environmental team conducted several site visits to complete their tasks as well as take several project pictures for the application submittal. This task is complete.

Task #4 – Meetings/Coordination/Management Oversight: 100% Complete

The application has been successfully submitted and all coordination efforts are finalized. This task is complete.

SUPPLEMENTAL #2 TASKS**Task #1 – Structural, MEP & Architectural Design (SUB): 100% Complete**

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #2 – Landscape Architectural Design (SUB): 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

Task #3 – Review/Coordination/Management: 100% Complete

GDJ has submitted the final plan set to TPWD. This task is complete.

SUPPLEMENTAL #3 TASKS**Task #1 – HCID#2 Connection Installation Coordination: 100% Complete**

GDJ has fully coordinated the connection installation effort of HCID #2 on the south end of the project. This task is complete.

SUPPLEMENTAL #4 TASKS**Task #1 – Construction Management & Inspection (SUB): 35% Complete**

Inspection on the bentonite installation for the pond, soccer field turf and structural erection of the restroom has been conducted. This task remains ongoing.

Task #2 – Mtgs/Coord on Proj Dev Activities w/Stakeholders (SUB): 35% Complete

Meetings continue to be held biweekly for the project progress.

Task #3 – Review of Submittals (SUB): 35% Complete

All submittals continue to be processed.

Task #4 – Construction Material Testing (SUB): 32% Complete

Casting of concrete cylinders and laboratory testing continue to be performed.

Task #5 – Project Management & Oversight: 34% Complete

This task has not started.

Line Item Expense 1 – Mileage (SUB): 32% Complete

B2Z continues to travel and be on the project site for all material testing operations.

Thank you and should you have any questions or require additional information, please feel free to call me at (956) 603-2025.

Sincerely,



Robert Macheska, P.E., CFM
Executive VP/COO
GDJ Engineering



COUNTY OF HIDALGO

Purchase Order

Fiscal Year 2026

Page 1 of 1

Bill To 122
COMMISSIONER, PRECINCT 2
300 W. HALL ACRES, STE. G
PHARR, TX 78577

Ship To 122
COMMISSIONER, PRECINCT 2
300 W. HALL ACRES, STE. G
PHARR, TX 78577

Purchase Order Number **26203607-004**

Purchase Order Date 03/17/2026

Department PRECINCT 2

Required By 03/02/2026

Vendor 488917
LDG ENTERPRISES LLC
GDJ ENGINEERING
2805 FOUNTAIN PLAZA BLVD
STE. B
EDINBURG, TX 78539

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR
1-866-427-7233

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
(956) 603-2025		488917	26102658	Elizabeth Alvarez	Elizabeth Alvarez	

NOTES

PCT 2 LOPEZVILLE PARK IMPROVEMENT PRJ-ENG SERVICES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

One or more Purchase Orders have failed to print via the automatic Print PO sitting. Please check for TCM errors or other issues.

C-20-471-09-01 - EXPIRES 8/30/2021 PCT 2 LOPEZVILLE PARK PROJECT - DESIGN AND CONSTRUCTION ENGINEERING SERVICES

WORK AUTHORIZATION NO. 1 APPROVED BY CC 9/1/2020 AI#77132

SUPPLEMENTAL AGREEMENT NO 4 TO WORK AUTHORIZATION NO. 1 APPROVED BY CC 3/31/26 AI#102801

ORIGINAL PO#823168

FULL AMOUNT OF ORIGINAL PO \$235,055.38

ORIGINAL PO HAD TO BE CLOSED OUT TO TRANSFER TO THE NEW EERP SYSTEM.

REQUEST IS FOR BALANCE OWED

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WORK AUTHORIZATION NO. 1 FOR ENGINEER TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE PCT 2 LOPEZVILLE PARK IMPROVEMENT PROJECT GL #: 1355-52-122-000-0000-507400- \$70,194.88 Project #: E-1220005400.F1355 .ENGINEER .IMPR OTBLD	1.0000	EACH	\$70,194.8800	\$70,194.88
2	SUPPLEMENTAL AGREEMENT NO. 4 TO WORK AUTHORIZATION NO. 1 GL #: 1360-52-122-000-0000-507400- \$138,908.98 Project #: E-1220005400.F1360 .ENGINEER .IMPR OTBLD	1.0000	EACH	\$138,908.9800	\$138,908.98

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.

Authorized By

Total Ext. Price

\$209,103.86

Purchase Order Total

\$209,103.86

Purchasing Copy

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 acknowledgment 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 acknowledgment 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 acknowledgment 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 acknowledgment 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 instructions, 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 and all 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 void ab initio 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 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 are 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 canceled 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 the 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 further 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 number and total number of containers (e.g., box 1 of 4 boxes); and (d) the number of the 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 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, and 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 payment 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 claims 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 also 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 in 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.