



GUADALUPE-BLANCO RIVER AUTHORITY
PURCHASE ORDER TERMS AND CONDITIONS
Effective May 1, 2026

1. Scope of Work

Contractor agrees to provide the goods and services described in accordance with the specifications, and instructions of the Purchase Order (“PO”). All matters not covered in sufficient detail in the PO shall be performed in a manner consistent with the highest standards prevailing for such type of work and/or craftsmanship (collectively referred to as “the Work”) in the locality where the Work is being performed or the goods are being provided.

Contractor shall provide at its own expense, competent foreman and all bonds, permits, licenses, labor, tools, equipment, fuel, materials, machinery and transportation, together with all other items which may be necessary in the performance and completion of the Work, except such as may be specifically provided by GBRA. Unless otherwise specified, all materials shall be new and of a grade and quality adequate for the required use. If applicable, any steel or iron products used in conjunction with the Work hereunder shall be produced in the United States, as defined in Chapter 2252, Subchapter G, Texas Government Code, unless GBRA specifies herein that an exemption exists.

2. Term and Termination

The PO, shall continue until Contractor completes the Work and such Work is accepted in writing by GBRA, as evidenced by written acceptance. GBRA reserves the right to terminate the PO for convenience upon thirty (30) days’ advance written notice to Contractor. In instances in which the PO is terminated by GBRA for convenience, GBRA shall only pay for services performed and expenses incurred through the effective date of termination.

3. Price and Billing

The total Agreement price is identified on the executed PO. The PO price shall be comprised of materials to be incorporated into the work which billing shall not exceed the actual costs of such materials to the Contractor, or any subcontractor, as applicable (“incorporated material”), non-incorporated material, and other costs and fees.

4. Tax-Exempt Status

GBRA is a tax-exempt governmental entity. The incorporated material shall be exempt from sales and use tax in that the Work is being performed for GBRA.

5. Independent Contractor and Third-Party Beneficiary

In the performance of all Work hereunder, Contractor and all subcontractors and sub-subcontractors are independent contractors and will not be construed to be agents or employees of GBRA. Contractor shall be responsible for the supervision, management, control, and completion of the Work by its subcontractors or sub-subcontractors. GBRA retains the right to inspect the Work to ensure compliance with its internal standards. The Parties acknowledge that the PO is entered into for the express benefit of Contractor and GBRA, and no other person or entity is an intended third-party beneficiary.

6. Insurance and W-9

For services being performed on GBRA property, Contractor shall, at all times during the period in which the PO is effective, provide and maintain insurance and shall require all subcontractors at any tier to provide and maintain

insurance of the type and in limits as set forth below. Such insurance shall name Contractor or sub-contractor as the “Named Insured,” as applicable. True and correct copies of Certificates of Insurance shall be provided to GBRA prior to the commencement of any Work under the PO. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and which have consistently maintained an AM Best rating of at least A- during the two years preceding the PO. Failure to maintain the insurance requirements set forth herein may result in termination of the PO at GBRA’s option. By requiring insurance herein, GBRA does not represent the coverage or limits will be adequate to protect Contractor or subcontractors, and Contractor shall not deem such coverage and limits as a limitation on Contractor’s indemnity obligations.

Contractor shall not cause any insurance policy to be canceled or permit it to lapse, and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the GBRA to the attention of Purchasing at purchasing@gbra.org, thirty (30) days prior to the date when such cancellation or reduction shall be effective.

During the term of the PO, Contractor shall maintain and shall require its subcontractors to maintain the following minimum insurance coverage with carriers approved by GBRA. Lower limits for subcontractors may be approved by GBRA.

(1) Workers Compensation and Employer’s Liability:

Workers Compensation: Statutory Limits

Employer’s Liability:

Bodily Injury by Accident	\$ 1,000,000 Each Accident
Bodily Injury by Disease	\$ 1,000,000 Each Employee
Bodily Injury by Disease	\$ 1,000,000 Policy Limit

Required Endorsements:

Notice of Cancellation – as required by Section 5 below.

Waiver of Subrogation – as required by Section 6 below.

(2) General Liability; Products - Completed Operations Coverage and Contractual Liability:

General Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Per Project Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Products – Comp/Op Aggregate:	\$ 1,000,000

Required Endorsements:

Additional Insured: Additional insured status shall be provided in favor of the GBRA Parties on ISO forms CG 20 10, CG 2026, or an equivalent approved by GBRA.

Primary and Non-Contributing Liability: It is the intent of the Parties to the PO that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to GBRA Parties, with GBRA Parties’ insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.

The General Aggregate Limit shall apply separately to each “Project” of the Named Insured.

Notice of Cancellation – as required by Section 5 below.
Waiver of Subrogation – as required by Section 6 below.

- (3) Umbrella Liability:
Umbrella Each Occurrence: \$ 1,000,000
Umbrella Aggregate: \$ 2,000,000

Required Endorsements:
Notice of Cancellation – as required by Section 5 below.
Waiver of Subrogation – as required by Section 6 below.

- (4) Automobile Liability: Owned, Hired, and Non-Owned Vehicles:
Combined Single Limit: \$ 500,000 Each Accident

Required Endorsements:
Notice of Cancellation – as required by Section 5 below.
Waiver of Subrogation – as required by Section 6 below.

- (5) Notice of Cancellation or Reduction by Endorsement in Coverage:
In the event of cancellation, reduction by endorsement in coverage, or a non-renewal affecting GBRA, thirty (30) days' prior written notice shall be given to the certificate holder.

- (6) Waiver of Subrogation:
Contractor hereby agrees to waive its rights of recovery from GBRA with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of GBRA on all insurance coverage carried by the Contractor, whether required or not (except Contractor's professional liability insurance).

- (7) Evidence of Insurance:
Upon request, Contractor agrees to furnish to GBRA copies of Contractor's policy, including applicable certificates reflecting that the above-required insurance coverages are in full force and effect. Contractor also agrees to furnish certificates of insurance as further information about all coverages and endorsements required in this section. Such certificates of insurance, upon approval by the GBRA, shall be incorporated herein for all purposes.

By signing the PO or providing or causing to be provided a certificate of coverage, Contractor is representing to GBRA that all employees of Contractor who will provide services in relation to the Work will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured entity, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, and/or other civil actions.

Contractor's failure to comply with the aforementioned insurance requirements shall be a material breach by Contractor and GBRA retains the right to declare the Agreement void should Contractor fail to cure the breach within ten (10) days after receipt of notice of from GBRA.

Contractor, shall prior to commencement of work, provide GBRA with a Form W-9, Request for Taxpayer Identification Number and Certification. GBRA retains the right to withhold any and all payment due under the PO until such time as the aforementioned form has been received.

7. Delivery of Goods/Services

Destination Contract. Vendor shall deliver all goods and materials Free on Board (F.O.B.) Destination to GBRA's designated facility, inside delivery, freight prepaid, to the address provided on this Purchase Order. Vendor shall bear the risk of loss until delivery. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at GBRA's facility, unless otherwise noted herein.

8. Risk of Loss

Until written acceptance of the completed Work by GBRA, all risk of loss, injury, or destruction by any cause shall be borne by Contractor. The responsibility of Contractor shall extend to materials and equipment supplied by GBRA for the Work.

9. Assignment

The PO shall not be transferred, assigned, or subcontracted by Contractor. Subcontracting any portion of the Work shall not relieve Contractor of its obligation to comply with the executed PO and any the term and conditions specified herein.

10. Defaults

Time and quality of work shall be of the essence in the PO. If Contractor fails to begin or perform the Work with reasonable diligence, without interruption, and in a good and workmanlike manner, GBRA may, at its option, terminate the Work upon three (3) days' written notice to Contractor. Additionally, GBRA retains the right to take control of the Work for the purpose of completing the same under the terms hereof, either by its own employees, or in accordance with a different agreement.

11. Indemnification

Contractor agrees to indemnify, defend, and hold GBRA and any and all of its Boards, officers, agents, representatives, employees, volunteers, and elected or appointed officials, free and harmless from and against any and all claims, demands, losses, expenses, damages, liabilities and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred by GBRA in defense of such claim) on account of taxes, claims, debts, personal injuries, death or damages to property, arising directly or indirectly out of the Work performed by Contractor.

With respect to settlement of a claim, Contractor may not, without GBRA's written consent: (i) admit fault on the part of GBRA, or (ii) settle any such claim in any manner affecting GBRA's rights or obligating GBRA to act or refrain from acting, including, but not limited to, obligating GBRA to pay money.

Contractor's indemnification obligation extends to claims in which both parties are determined by a court of competent jurisdiction to be at fault. In such circumstances, Contractor shall be liable for the portion of such claims attributable to its own fault. Neither Contractor nor GBRA shall be liable for failure or delay in performance due to events beyond their control, including acts of God, war, terrorism, governmental actions, or natural disasters, provided that the affected party promptly notifies the other and uses commercially reasonable efforts to resume performance. If such event continues for more than 60 days, either party may terminate this Agreement upon 30 days' advance written notice.

12. Compliance with Law

Contractor agrees to comply with all applicable laws, orders, rules and regulations of any governmental body, including without limitation, those pertaining to Social Security, Medicare, safety, health, and unemployment compensation. Before final payment under the PO, Contractor shall satisfy GBRA of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law, or otherwise, out of its performance of the Work. GBRA may withhold funds due to Contractor hereunder or otherwise, without interest, to ensure compliance with the obligations of Contractor in this Section.

13. Safety

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the worksite (“Site”) or who may be affected by the Work; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall conform to safety requirements set forth in federal, state and local codes and regulations applicable to the construction industry, and other appropriate construction and technical bulletins and manuals. Contractor shall train its employees in the safe work procedures for the tasks to be performed, and shall provide and require use of personal protective equipment for persons on or about the project site. Contractor shall be responsible for obtaining all the information needed to inform Contractor’s employees about the hazards that may be encountered while performing the Work.

14. Payment

Payment conditions and conditions for the dispute of payment and remedies in the event of late payment shall be governed by Texas Government Code § 2251.001, *et seq.*, relating to Payment for Goods and Services by state and local governmental entities. Upon completion of the Work in accordance with the terms herein and after final acceptance of the Work by GBRA, its Contractors, or other authorized representative, GBRA agrees to pay Contractor the sum of money stated herein.

15. Choice of Law and Venue

The PO shall be construed and enforced in accordance with the laws of State of Texas without regard to its conflict of law provisions. Venue for any disputes related to the PO shall be in accordance with the laws of the State of Texas.

16. Continuing Obligation

The representations, warranties, and covenants contained in Sections 10, 11, 14, and 15 shall be deemed to be material and continuing, shall not be merged and shall survive the termination of the PO.

17. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

18. Texas Government Code, Chapter 2252, Subchapter F - Prohibition on Contracts with Certain Companies Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

19. Texas Government Code, Chapter 2271 - Anti-Boycott Israel Verification

In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the firm that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this document on behalf of the firm verifies that the firm does not boycott Israel and will not boycott Israel during the term of the contract.

20. Texas Government Code, Chapter 2274 - Prohibition on Contracts With Companies that Discriminate Against Firearm and Ammunition Industries

Contractor verifies that it does not have practice, policy, guidance, or directive against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in Texas Government Code, Chapter 2274.

21. Texas Government Code, Chapter 2275 – Prohibited Contracts with Certain Foreign-Owned Companies in connection with Critical Infrastructure

Contractor asserts and verifies that its company is not owned by or the majority of its stock or other ownership interest is held by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated under Texas Government Code, Chapter 2275; nor is its company or entity owned or directly controlled by the government of China, Iran, North Korea, Russia, or is headquartered in any of the aforementioned four countries or a country designated under such chapter.

22. Human Trafficking

In accordance with Chapter 2155.0061, Texas Government Code, GBRA may not award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking. The signatory executing the PO on behalf of Contractor certifies that the individual or business entity named in the PO is not ineligible to receive the specified contract and acknowledges that the PO may be terminated and payment withheld if this certification is inaccurate. Furthermore, Contractor acknowledges that should GBRA determine that Contractor is or was ineligible to have the Agreement awarded under this section, GBRA may immediately terminate without further obligation to Contractor.

23. Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations

Contractor verifies that it does not have any practice, policy, guidance, or directive against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and described in Chapter 2274, Texas Government Code.

24. No Agreements with Certain Foreign Owned Companies in Connection with Critical Infrastructure

Contractor asserts and verifies that it is not owned by or the majority of its stock or other ownership interest is held by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated under Section 113.002 of the Texas Business and Commerce Code; nor is it owned or directly controlled by the government of China, Iran, North Korea, Russia, or is headquartered in any of the aforementioned four countries or a country designated under Section 113.002 above.

26. Executed PO

The PO, together with the exhibits, specifications and instructions attached herein, constitute the entire agreement between the Parties, and shall supersede any and all prior understandings, agreements, or discussions among the Parties with respect to the subject matter herein. Any modifications or alterations to these terms and conditions, including, but not limited to, change in total PO price or general scope of work, must be memorialized via a duly

executed amendment. The section headings in the PO are for convenience of the parties in identifications of the several provisions and shall not constitute a part of the Agreement not be considered interpretive thereof. If a provision of the PO is rendered or declared illegal, invalid, or unenforceable, the remainder of the PO shall not be affected thereby, but shall be enforced to the greatest extent permitted by law. Failure of GBRA to exercise any option, right or privilege hereunder, or to demand compliance as to any obligation or covenant of Contractor shall not constitute a waiver of any such right, privilege or option, or of the strict performance hereof unless waiver is expressly required in such event, or is evidence by properly executed instrument.