

L&G Consulting Engineers, Inc.

October 3, 2016

Hidalgo County Executive Office
Attn: Monica Salinas Badillo, Court Administrator
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: SH 107/Bus 281 Intersection & Drainage Improvements (Limits: At Courthouse Square & Outfall) PO#750481 - L&G Project#161501

Dear Commissioner Palacios:

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of September 2016.

- L & G's Invoice
- Exhibit C – Work Schedule

Work Authorization #1

		% Complete
FC 11002 ~ CATEGORY III TRAFFIC IMPACT ANALYSIS STUDY		
UPDATED: L&G has coordinated the efforts of the Traffic Impact Analysis Study. We have conducted a kick off meeting and discussed the needed elements of the study with TxDOT.	L&G	10%
FC 11005 ~ DESIGN SCHEMATIC FOR TRAFFIC CIRCULATION AND OUTFALLS		
UPDATED: L&G has prepared preliminary layouts of the drainage work and has identified and mapped the Level 3 Traffic Impact study area. We have begun development of the detailed schematic.	L&G	10%
FC 11006 ~ OFFICE SURVEYS FOR SCHEMATIC (PRELIM. OWNERSHIP ID & PROP. RIGHTS)		
UPDATED: L&G has field verified multiple utilities along the project, uploaded the appraisal district database for property ownership and has begun placing the information on the preliminary schematic	L&G	10%
FC 11008 ~ UPDATE SCHEMATIC BASED ON COMMENTS AS PROVIDED BY TxDOT/FHWA		
NO UPDATE: This task has not started.	L&G	0%
FC 11020 ~ CATEGORY III IMPACT ANALYSIS STUDY / SUB		
UPDATED: All traffic counts and field investigations have been completed. The initial compilation and assessments have just begun.	ETSI	17.4%
FC 12001 ~ EA REPORTS		
UPDATED: The project has been initiated with TxDOT. The scoping document/development tool and corresponding attachments have been prepared.	L&G	10%

RECEIVED


OFFICE OF EXECUTIVE OFFICER
ON: 10/3/16 BY:

FC 12002 – PUBLIC INVOLVEMENT WITH STAKEHOLDERS AND 1 PUBLIC MEETING		
NO UPDATE: This task has not started.	L&G	0%
FC 12003 ~ PUBLIC INVOLVEMENT WITH STAKEHOLDERS AND 1 PUBLIC MEETING		
NO UPDATE: This task has not started.	L&G	0%
FC 12007 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH		
NO UPDATE: This task has not started.	L&G	0%
FC 12008 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC MEETINGS WITH LAYOUTS, ETC.		
UPDATED: L&G has begun developing the required exhibits in preparation for the needed public meeting to be scheduled in the near future.	L&G	10%
FC 12009 ~ ENGINEERING TECHNICAL SUPPORT AT PUBLIC HEARINGS WITH LAYOUTS, ETC.		
NO UPDATE: This task has not started.	L&G	0%
FC 12070 ~ ARCHEOLOGICAL AND HISTORICAL RESEARCH / SUB		
NO UPDATE: This task has not started.	AmaTerra	0%
FC 13007 ~ SUB-SURFACE UTILITY ENG. FOR RDWYS SURROUNDING COURTHOUSE		
NO UPDATE: This task has not started.	L&G	0%
FC 13070 ~ SUB-SURFACE UTILITY ENG. FOR RDWYS SURROUNDING COURTHOUSE / SUB		
NO UPDATE: ROWSS has begun the preliminary utility research and preliminary utility mapping.	ROWSS	10%
FC 15001 ~ FIELD SURVEY FOR DESIGN & EXIST ROW MAPPING		
NO UPDATE: This task has not started.	L&G	0%
FC 15010 ~ FIELD SURVEY FOR DESIGN & EXIST ROW MAPPING / SUB		
NO UPDATE: ROWSS has begun ROW recovery and establishing primary and secondary control. ROWSS has also provided L&G with the drainage structure elevations to determine the validity of the outfall plan of action.	ROWSS	9.8%
FC 16101 ~ HYDROLOGICAL MAP		
UPDATED: L&G has begun developing a preliminary Hydrologic Map. We will continue to develop the Hydrologic Map in preparation for the upcoming public meeting.	L&G	10%

FC 16302 ~ DEVELOP CONCEPTUAL TRAFFIC CONTROL PLAN OF SH 107 DRAINAGE STRUCTURES		
UPDATED: L&G has begun work on the TCP Typical Sections, Layouts and Sequence of Construction.	L&G	10%
FC 16307 ~ PRELIMINARY COMPENSABLE UTILITY IDENTIFICATION OF SCHEMATIC		
UPDATED: L&G has begun identifying the utilities present on the preliminary schematic from our database. We are currently verifying their existence in the field and coordinating with the individual utility companies for their property interest.	L&G	10%
FC 60001 ~ ROW ACQUISITION PROCESS OF BUSINESS 281 @ COURTHOUSE SQUARE CLOSURE		
<ul style="list-style-type: none"> • Project presence has been established at 900 S. Stewart Road in Mission, Texas 78572 @ L&G Engineering-Transportation Consulting Engineers Right of Way Office. The office is open during normal County and State work hours with available personnel to answer questions about the project. • Project files have been created and are maintained in the office. Personnel are available on a daily basis for project meetings as determined by the County. 	L&G	10%
FC 60101 ~ COMPENSABLE UTILITY COORDINATION FOR BUSINESS 281 @ COURTHOUSE SQUARE		
UPDATED: L&G has begun researching the existing deeds and ROW easement documents along Business 281 within the courthouse square and has coordinated correspondence to TxDOT for their concurrence with our plan of action for the adjustment of the utilities along the proposed abandoned ROW.	L&G	10%

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,


Robert Macheska, P.E., CFM
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325935
INVOICE DATE: 09/30/16

BILL TO: 100

Hidalgo County Executive Office
 2818 S. Bus. Hwy 281
 Edinburg, TX 78539

JOB: 161501

SH 107/Bus 281 Intersection &
 Drainage Improv. (@ Courthouse
 Square & Outfall) PO#750481

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2016.						
11002-Traffic Evalu	30,000.00		3,000.00	3,000.00	10.0	27,000.00
11005-Schem Developm	320,000.00		32,000.00	32,000.00	10.0	288,000.00
11006-Prel. ROW Requ	31,500.00		3,150.00	3,150.00	10.0	28,350.00
11008-Schm Rdwy TxDO	31,500.00				0.0	31,500.00
11020-Traffic Eval/SU	130,613.38		22,683.00	22,683.00	17.4	107,930.38
12001-EA Reports	110,822.80		11,082.28	11,082.28	10.0	99,740.52
12002-Pub Invmt (PM)	38,759.68				0.0	38,759.68
12003-Pub Invmt (PH)	38,986.08				0.0	38,986.08
12007-Arch & Hist	8,042.86				0.0	8,042.86
12008-Eng/Pub Mtgs	42,000.00		4,200.00	4,200.00	10.0	37,800.00
12009-Eng/Pub Hearin	26,250.00				0.0	26,250.00
12070-Arch & Hist/SU	17,537.20				0.0	17,537.20
13007-Sub-Surface Ut	25,000.00				0.0	25,000.00
13070-Sub-Surface Ut	75,000.00		7,500.00	7,500.00	10.0	67,500.00
15001-Field Survey	50,479.00				0.0	50,479.00
15010-Field Srvy/Sub	167,521.00		16,364.00	16,364.00	9.8	151,157.00
16101-Hydro Map	75,000.00		7,500.00	7,500.00	10.0	67,500.00
16302-Traf Cntrl Pln	72,000.00		7,200.00	7,200.00	10.0	64,800.00
16307- Prel Comp Uti	63,000.00		6,300.00	6,300.00	10.0	56,700.00
60001-ROW Req Admin	216,000.00		21,600.00	21,600.00	10.0	194,400.00
60101-Compens Utilit	113,400.00		11,340.00	11,340.00	10.0	102,060.00
TOTALS:	1,683,412.00	0.00	153,919.28	153,919.28	9.1	1,529,492.72

INVOICE RECEIVED BY:
 Becky G. on 10/31/16
GOODS / SRVS RECEIVED BY:
 Monica on Sept. 20/16

ORIGINAL CONTRACT SUM \$ 1,683,412.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 1,683,412.00
 TOTAL COMPLETED TO DATE \$ 153,919.28
 LESS PREVIOUS INVOICES \$ 0.00


 PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 153,919.28

6-1350419-40-125-035-0-730
 PO#750481


ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

5300 Hollister Rd., Suite 220

Houston, Texas 77040

Tel. (713) 956-9601

Fax: (713) 956-9667

September 30, 2016

Mr. Jacinto Garza, P.E.,
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

Reference: Invoice no. 2016-15-1 - Category III Traffic Impact Analysis
For the Hidalgo County Courthouse; in Edinburg, Texas

Dear Jacinto:

Attached for your handling is invoice no. 2016-15-1, for services provided in conjunction with the above referenced project. It reflects only the traffic counting efforts.

Also, attached is a progress report for the project.

Please let me know if you need additional information. Thank you for giving us the opportunity to assist you with this project.

Sincerely,



Harry C. Simeonidis, P.E.

Attachments

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.**INVOICE**

5300 Hollister, Suite 220
 Houston, Texas 77040
 Tel. (713) 956-9601
 Fax (713) 956-9667
 TAX ID: 76-0583436

INVOICE NUMBER: 2016-15-1
 INVOICE DATE: 09/30/2016
 FOR SERVICES PROVIDED THROUGH: 9/30/2016

TO:
 Mr. Jacinto Garza, P.E.
 President
 L & G Engineering
 2100 W. Expressway 83
 Mercedes, Texas 78570

PROJECT NAME:
 CATEGORY III TRAFFIC IMPACT ANALYSIS
 HIDALGO COUNTY COURT HOUSE
 EDINBURG, TEXAS

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMOUNT DUE
I	Data collection & Field Investigation	0.00	\$12,182.88	\$0.00
II	Existing and Background Traffic Patterns	0.00	16,443.96	\$0.00
III	Site Specific Generated traffic	0.00	\$8,799.64	\$0.00
IV	Total Traffic Conditions Scenario for Year 2026	0.00	9,026.52	\$0.00
V	Total Traffic Conditions Scenario for Years 2036 and 2046	0.00	\$8,799.74	\$0.00
VI	Traffic Impact during Courthouse Construction	0.00	\$5,995.88	\$0.00
VII	Internal Circulation	0.00	\$9,575.56	\$0.00
VIII	Implementation Plan	0.00	\$6,064.88	\$0.00
IX	Project Coordination	0.00	\$12,318.92	\$0.00
X	Traffic Impact Analysis Report	0.00	\$16,472.40	\$0.00
	EXPENSES			
	Travel	0.00	\$2,250.00	\$0.00
	Traffic Counts	100.00	\$22,683.00	\$22,683.00
	Total	17.37%	\$130,613.38	\$22,683.00
Amount Invoiced Previously				\$0.00
Total Due this Invoice				\$22,683.00

PLEASE MAKE CHECKS PAYABLE TO:
 Ergonomic Transportation Solutions, Inc.
 Attn: Harry Simeonidis
 P.O. Box 926333
 Houston, TX 77292-6333

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU

CATEGORY III TRAFFIC IMPACT ANALYSIS
CAUSED BY THE PROPOSED HIDALGO COUNTY COURT HOUSE AND
THE CITY OF EDINBURG'S DOWNTOWN MASTER PLAN
IN EDINBURG, TEXAS
PROGRESS REPORT AS OF SEPTEMBER 30, 2016

ETSI's work progress this period can be summarized as follows:

TASK I – Data collection & Field Investigation (75% Complete)

- Completed all required traffic counts
- Completed Field Investigations
- Pending Compilation and Assessment of Field and Traffic Data

TASK II – Existing and Background Traffic Patterns (0% Complete)

- No action

TASK III – Site Specific Generated traffic (New Courthouse Generated Traffic Conditions Scenario) (0% Complete)

- Completed

TASK IV – Total Traffic Conditions Scenario for Year 2026 (0% Complete)

- No action

TASK V – Total Traffic Conditions Scenario for Years 2036 and 2046 (0% Complete)

- No action

TASK VI – Traffic Impact during Courthouse Construction (0% Complete)

- No action

TASK VII – Internal Circulation (0% Complete)

- No action

TASK VIII – Implementation Plan (0% Complete)

- No action

TASK IX – Project Coordination (0% Complete)

- No action

TASK X – Traffic Impact Analysis Report (0% Complete)

- No action

PENDING ISSUES:

Project on hold, pending Notice to Proceed

R. O. W. SURVEYING SERVICES, L.L.C.

September 30, 2016

Jacinto Garza, President/CEO
L & G Engineering
Attn: **Robert Mecheska, P.E.**
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Invoice #R16-094
Hidalgo County Courthouse Phase I Project
Work Authorization # _____
Limits: From Courthouse To SH 107 (North Outfall)

Dear Mr. Mecheska:

Attached for your approval is our invoice for services rendered for the month of September, 2016. Additional attachments have a progress report and project Schedule C.

Thank you for your business. Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 451-2670.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Julio Cerda', with a large, stylized flourish extending from the end of the signature.

Julio Cerda, P.E.
President/CEO

R. O. W. SURVEYING SERVICES, L.L.C.

Progress Report as of September 30, 2016:

FC130 ROW Map, Parcel Description, Metes & Bounds Description, and Title Reports

Field crews have begun to recover existing property and right of monuments within project limits. Research has begun to identify current ownership and utility information within project limits.

FC150 Field Surveying (Control Hz & Vt)

PHASE I

o A. Primary Project Control

Primary control to be based on NGS first order horizontal and vertical control. Field crews have begun recovering monuments.

o B. Secondary Project Control

Secondary control points have been set in the field. Elevations established by digital level and will be adjusted once L&G has approved Horizontal and Vertical Control plan.

PHASE II

C. Setting Benchmarks

1. Setting Benchmarks

Preliminary layout for benchmarks to be presented within 30 days of this invoice.

2. Topography & Cross Section Survey

Aerial imaging and preliminary elevations established to existing drainage inlets and manholes.

3. Locate Visible Utilities

Field crews have begun to survey utilities horizontally.

4. Cross Culverts, Driveway Culverts, Inverts

Aerial mapping begun to identify utilities.

5. Right of Entry, ROW Research, Appraisal Dist. Records

Research begun within project limits.

6. Proposed Centerline on Existing Pavement Pre-Construction for Utilities

No activities

7. Profile and Cross Section Intersecting Streets

Preliminary field work begun.

8. Irrigation Crossing

Preliminary Field work begun

9. Existing Storm Drain H & V

Preliminary field work begun.

R. O. W. SURVEYING SERVICES, L.L.C.

10. Tie Existing Underground & Overhead Utilities w/Engineer (No SUE)

Preliminary field work begun.

11. Additional Field Surveying: Irrigation Lines, Outfalls, & Driveways & Turnouts

Preliminary Field work begun.

15. Profiles of Existing Drainage Facilities

Preliminary Field work begun.

17. Obtain Elevations of Manholes & Valves of Utilities

Preliminary field work begun.

18. Provide Temporary Signs, Traffic control, flags, safety equipment, etc.

Signs placed when field crews onsite.

21. Inventory Signs, Mailboxes, & Driveways

Preliminary field work begun.

22. Survey Controlled Data Sheets per TxDOT guidelines

No Activities

23. Recover & Establish Existing CL & ROW

Field crews have begun to recover property corners and right of way monuments.

25. Coordinate with the Engineer for Existing CL Staking

Preliminary work begun.

26. Subsurface Utility Engineering

a. Courthouse Square

Preliminary utility recovery begun.

b. SH107 & North Outfall

Preliminary work begun

R. O. W. SURVEYING SERVICES, L.L.C.

PHASE III

Final Reports & Deliverables

- A. CADD file (2D &3D) for limits of Project
Preliminary files created.
- B. Final Report and Deliverables
Preliminary work begun.

Project Management & Oversight

- A. Meeting & Coordination with Engineers
Preliminary work begun.
- B. QC/QA Survey
Field files and CADD files reviewed daily.

R. O. W. Surveying Services, L.L.C.

900 S. Stewart Road, Suite 13
Mission, TX 78572
TBPLS Reg. # 10193886
956-424-3335

INVOICE

INVOICE NUMBER : R16-094
Date: September 30, 2016
Our Order No.: R16073

BILL TO:

Jacinto Garza, P.E.
L & G Engineering
Attn: Robert Macheska, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Hidalgo County Courthouse-Phase I (Work Authorization No. ____)
Limits: From Courthouse Sqre To: SH 107 (North Outfall)

Task and Description	Contract Amount	Invoice to Date	Paid to Date	Current Amount Due	Contract Balance	AMOUNT
Function Code 130 - Right of Way Map						
A. Existing Right of Way 1/2 Block Perimeter around Courthouse Square	\$5,500.00	\$550.00	\$0.00	\$550.00	\$4,950.00	10.00%
B. Existing Right of Way along SH107	\$5,000.00	\$500.00	\$0.00	\$500.00	\$4,500.00	10.00%
C. Existing Right of Way along North Outfall	\$4,000.00	\$400.00	\$0.00	\$400.00	\$3,600.00	10.00%
Sub-Total (FC 130):	\$14,500.00	\$1,450.00	\$0.00	\$1,450.00	\$13,050.00	10.00%
Function Code 150						
Phase I - Field Surveying (Control Hz & Vt)						
A. Primary Project Control						
1. Establish Primary Control	\$3,675.00	\$368.00	\$0.00	\$368.00	\$3,307.00	10.01%
B. Secondary Project Control						
1. Set Additional Secondary Control Points as Needed	\$4,290.00	\$429.00	\$0.00	\$429.00	\$3,861.00	10.00%
2. Horizontal Values Established with RTK or VRS	\$3,837.00	\$384.00	\$0.00	\$384.00	\$3,453.00	10.01%
3. Vertical Values Established with Digital Level	\$3,673.00	\$368.00	\$0.00	\$368.00	\$3,305.00	10.02%
Phase II - DTM Topography and Cross Sections						
C. Setting Benchmarks						
1. Setting Benchmark	\$3,720.00	\$372.00	\$0.00	\$372.00	\$3,348.00	10.00%
2. Topographic & Cross Sections	\$8,570.00	\$857.00	\$0.00	\$857.00	\$7,713.00	10.00%
3. Locate Visible Utilities						
a. Utilities	\$6,600.00	\$660.00	\$0.00	\$660.00	\$5,940.00	10.00%
4. Cross Culverts, Driveway Culverts, Inverts	\$5,880.00	\$588.00	\$0.00	\$588.00	\$5,292.00	10.00%
5. Right of Entry, ROW Research, Appraisal Dist. Records	\$3,074.00	\$308.00	\$0.00	\$308.00	\$2,766.00	10.02%
6. Proposed Centerline on Existing Pavement Pre-Construction for Utilities	\$4,466.00	\$447.00	\$0.00	\$447.00	\$4,019.00	10.01%
7. Profile and Cross Section Intersecting Streets	\$5,032.00	\$503.00	\$0.00	\$503.00	\$4,529.00	10.00%
8. Irrigation Crossings	\$6,190.00	\$619.00	\$0.00	\$619.00	\$5,571.00	10.00%
9. Existing Storm Drain H&V	\$8,250.00	\$825.00	\$0.00	\$825.00	\$7,425.00	10.00%
10. Tie Existing Underground & Overhead Utilities Coordinate w/Engineer (No. SUE)	\$4,047.00	\$405.00	\$0.00	\$405.00	\$3,642.00	10.01%
11. Additional Field Surveying						
a. Irrigation Lines	\$7,182.00	\$718.00	\$0.00	\$718.00	\$6,464.00	10.00%
b. Outfalls (Location to be determined)	\$7,218.00	\$722.00	\$0.00	\$722.00	\$6,496.00	10.00%
c. Driveways and Turnouts	\$3,792.00	\$380.00	\$0.00	\$380.00	\$3,412.00	10.02%
15. Profiles of Existing Drainage Facilities	\$5,688.00	\$569.00	\$0.00	\$569.00	\$5,119.00	10.00%
17. Obtain Elevations of Manholes & Valves of Utilites	\$4,120.00	\$412.00	\$0.00	\$412.00	\$3,708.00	10.00%
18. Provide tem. signs, traffic control, flags, safety equip., etc.	\$3,720.00	\$372.00	\$0.00	\$372.00	\$3,348.00	10.00%
19. Ties to Existing Bridges or Culvert that may be in conflict w/new const.						
21. Inventory Signs, Mailboxes, & Driveways	\$3,792.00	\$380.00	\$0.00	\$380.00	\$3,412.00	10.02%
22. Survey Control Data Sheetss per TxDot	\$3,932.00	\$0.00	\$0.00	\$0.00	\$3,932.00	0.00%
23. Recover & Establish Existing CL & ROW	\$4,046.00	\$405.00	\$0.00	\$405.00	\$3,641.00	10.01%
25. Coordinae with the Engineer for Existing CL Staking	\$747.00	\$75.00	\$0.00	\$75.00	\$672.00	10.04%
26. Subsurface Utility Engineering (SUE)						
a. Courthouse Square (\$1000/per test hole, approximate test holes 450	\$45,000.00	\$4,500.00	\$0.00	\$4,500.00	\$40,500.00	10.00%
b. SH107 & North Outfall (\$500/per test hole, approximate test holes 65	\$30,000.00	\$3,000.00	\$0.00	\$3,000.00	\$27,000.00	10.00%
Phase III - Final Report & Deliverables						
A. CADD file (2D & 3D) for limits of project	\$7,660.00	\$766.00	\$0.00	\$766.00	\$6,894.00	10.00%
B. Final Report and Deliverables	\$9,160.00	\$916.00	\$0.00	\$916.00	\$8,244.00	10.00%
Project Management and Oversight						
A. Meeting and Coordination w/ Engineers	\$10,750.00	\$1,075.00	\$0.00	\$1,075.00	\$9,675.00	10.00%
B. QC/QA Survey	\$9,910.00	\$991.00	\$0.00	\$991.00	\$8,919.00	10.00%
Sub-Total (FC 150):	\$228,021.00	\$22,414.00	\$0.00	\$22,414.00	\$205,607.00	9.8298%
GRAND TOTAL:	\$242,521.00	\$23,864.00	\$0.00	\$23,864.00	\$218,657.00	9.8400%
			TOTAL DUE:	\$23,864.00		

DIRECT ALL INQUIRIES TO:
JULIO CERDA, P.E.
(956)451-2670
email: julio@southtexasig.com

MAKE ALL CHECKS PAYABLE TO:
R. O. W. Surveying Services, L.L.C.
Attn: JULIO CERDA, P.E.
900 S. Stewart Road, Suite #13, Mission, Texas 78572

THANK YOU FOR YOUR BUSINESS!



Purchase Order COUNTY OF HIDALGO

PO# 750481

DATE: 09/28/16

PAGE NO: 1 Of 1

PO TYPE:

V-280046

VENDOR: 312797

REQ: 00306501

PHONE: (956)565-9813

EMAIL:

SHIP TO: EXECUTIVE OFFICE

2818 S BUSINESS HWY 281
EDINBURG TX 78539

L & G ENGINEERING ~~LABORATORY, LLC~~ *Inc.*
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

CONTACT: Becky Gomez

(956)292-7655

SITE: EXECUTIVE OFFICE

CONTRACT NO: C-16-199-07-19

SPECIAL INSTRUCTIONS: EX- 96

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-16-199-07-19 EXP 7-18-18 Approved through CC 7/19/2016 AI-55469		
1.00	EACH	CC Approval of Work Authorization No. 1 (with an estimated cost of \$1,683,412.00) as submitted by project engineer, L & G Consulting Engineers, to provide "Engineering Services for preparation for the Traffic Impact Analysis, Environmental Assessment, Public Involvement, Schematic Design, Hydrologic Map and Disposition of Bus 281 ROW at Courthouse Square for the Roadway and Drainage Improvement assoc. with the Bus 281/SH 107 Intersection Project," through Contract # C-16-199-07-19	1,683,412.00	1,683,412.00
		TOTAL:		1,683,412.00
		***** For Hidalgo County use only		
		6-1350-419-40-125-035-0-730	1,683,412.00	

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.

