



Millennium Engineers Group, Inc.  
 PO Box 4569, Edinburg, Texas  
 78540-4569

# Invoice

Pct. 1 = 1,678.32  
 C.I.P.  
 6-1345 -431-00-121- 188-0-8411

Date	Invoice #
12/31/2015	519278-0116

Pct. 1 = 2,317.68  
 C.I.P.  
 6-1345 -431-00-121- 188-0-791

INVOICE RECEIVED BY  
 J. H. ... ON 12/06/15  
 GOODS/SERVICES RECEIVED BY:  
 \_\_\_\_\_ ON \_\_\_\_\_

Bill To
Hidalgo Co. Precinct No. 1 Commissioner A.C. Cuellar 1902 Joe Stephens Ave. Suite 101 Weslaco, Texas 78596

Terms	Due Date	MEG Project
Due on receipt	12/31/2015	Airport Dr. - PO# 728860

Description	Qty	Rate	Amount
Report No. 01-15-19278-1-1			
Soils Engineering Technician (hourly)	3	45.00	135.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each test)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
Report No. 01-15-19278-2-1			
Soils Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear Density Test - Soils (each test)	3	22.00	66.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
Report No. 01-15-19278-3-1			
Soils Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear Density Test - Soils (each test)	4	22.00	88.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.  
 Any questions regarding this invoice please contact our Accounts Receivables Department at  
 (956) 383-8522.



# Invoice

Date	Invoice #
12/31/2015	519278-0116

Millennium Engineers Group, Inc.  
 PO Box 4569, Edinburg, Texas  
 78540-4569

Bill To
Hidalgo Co. Precinct No. 1 Commissioner A.C. Cuellar 1902 Joe Stephens Ave. Suite 101 Weslaco, Texas 78596

Terms	Due Date	MEG Project
Due on receipt	12/31/2015	Airport Dr. - PO# 728860

Description	Qty	Rate	Amount
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
Report No. 01-15-19278-4-1			
Soils Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear Density Test - Soils (each test)	3	22.00	66.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
Report No. 01-15-19278-5-1			
Soils Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear Density Test - Soils (each test)	3	22.00	66.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
Report No. 01-15-19278-6-1			
Soils Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear Density Test - Soils (each test)	2	22.00	44.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00

**Total**

**Payments/Credits**

**Balance Due**

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12/31/2015	519278-0116

Millennium Engineers Group, Inc.  
 PO Box 4569, Edinburg, Texas  
 78540-4569

<b>Bill To</b>
Hidalgo Co. Precinct No. 1 Commissioner A.C. Cuellar 1902 Joe Stephens Ave. Suite 101 Weslaco, Texas 78596

<b>Terms</b>	<b>Due Date</b>	<b>MEG Project</b>
Due on receipt	12/31/2015	Airport Dr. - PO# 728860

Description	Qty	Rate	Amount
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
<b>Report No. 01-15-19278-7-1</b>			
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear Density Test - Soils (each test)	2	22.00	44.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
<b>Report No. 01-15-19278-8-1</b>			
Asphalt Engineering Technician (hourly)	4.5	50.00	225.00
Nuclear Density Test - Asphalt (each test)	4	22.00	88.00
Vehicle Trip Charge (per trip)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
<b>Report No. 01-15-19278-9-1</b>			
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test - Asphalt (each test)	3	22.00	66.00
Vehicle Trip Charge (per trip)	1	37.00	37.00

**Total**

**Payments/Credits**

**Balance Due**

<b>Phone #</b>	<b>Fax #</b>
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12/31/2015	519278-0116

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Hidalgo Co. Precinct No. 1 Commissioner A.C. Cuellar 1902 Joe Stephens Ave. Suite 101 Weslaco, Texas 78596

<b>Terms</b>	<b>Due Date</b>	<b>MEG Project</b>
Due on receipt	12/31/2015	Airport Dr. - PO# 728860

Description	Qty	Rate	Amount
Test Report (each)	1	30.00	30.00
Project Engineer (per hour)	0.5	115.00	57.50
Project Management (per hour)	0.25	70.00	17.50
Clerical/Administrative (per hour)	1	50.00	50.00
<b>Total</b>			\$3,996.00

<b>Phone #</b>	<b>Fax #</b>
(956) 383-8522	(956) 383-0295

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$3,996.00

Make all checks payable to Millennium Engineers Group, Inc.  
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 (956) 383-8522.



# FLEXIBLE BASE MATERIAL LABORATORY TESTING REPORT

Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-1-1

Service Date: November 30, 2015

Client: Hidalgo County Precinct No. 1

Reported Date: December 10, 2015

## GENERAL INFORMATION

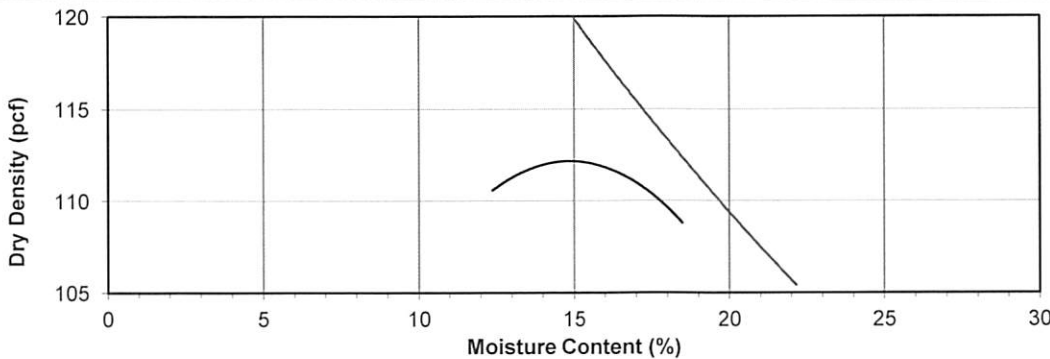
Material Type: Flexible Base

Soil I.D.: 2720

Material Description: Reddish Brown Caliche

Sample Location: On-Site Sample at  
Stockpile on Airport Dr.

## MOISTURE DENSITY RELATIONSHIP (ASTM D698)



Maximum Dry  
Density  
**112.1 pcf**

Optimum  
Moisture  
**14.9 %**

## PARTICLE SIZE ANALYSIS (TEX-110-E)

Sieve Size	Individual Percent Retained, %	Cummulative Percent Retained, %	Spec. Limits	
			Lower	Upper
2"	0.0	0.0	0	
1/2"	33.9	33.9	20	60
No. 4	17.6	51.5	40	75
No.40	24.3	75.8	70	90

## TEXAS WET-BALL MILL (TEX-116-E)

Texas Ball-Mill Value	
<b>42</b>	Spec. Max. 50
% Increase	
<b>18</b>	Spec. Max. 20

## PLASTICITY INDEX (TEX-106-E)

LL:	<b>30</b>	LL Spec.: N/A
PL:	<b>20</b>	PL Spec.: N/A
PI:	<b>10</b>	PI Spec.: Max-15

\*Specification limits on cummulative percent retained.

Comment: Material meets TxDOT Specifications Item 247 Type E, Grade 4.

MILLENNIUM ENGINEERS GROUP, INC.  
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

**NUCLEAR MOISTURE DENSITY  
FIELD REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-2-1

Client: Hidalgo County Precinct No. 1

Service Date: December 3, 2015

Reported Date: December 8, 2015

**GENERAL INFORMATION**

Area Tested: Roadway  
 Material Description: Reddish Brown Caliche  
 Required % of Proctor: 98 Percent  
 Required Moisture Range: -2 to +3  
 Required Depth: 4 Inches

**MOISTURE DENSITY RELATIONSHIP**

Soil I.D.: N/A  
 Material Type: Flexible Base  
 Optimum Dry Density(pcf): 112.1  
 Optimum Moisture(%): 14.9  
 Lift Tested: Final lift

**FIELD DENSITY TEST DATA (ASTM D 2922 / 3017)**

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	5' East of Center Line 131' South of Airport Drive Northeast Corner	16.0 % Pass	113.4 pcf	100+ % Pass	4 (In.)
2	5' West of Center Line 10' West - 10' South of South Corner of 19th St.	16.3 % Pass	110.0 pcf	98.1 % Pass	4 (In.)
3	7' East of 20th Street 5' East of Center Line	15.6 % Pass	110.1 pcf	98.2 % Pass	4 (In.)

Comment: Field testing done in general accordance with ASTM D 2922 and ASTM D3017.

MILLENNIUM ENGINEERS GROUP, INC.  
 TBPE FIRM No. F-3913

  
 Raul Palma, Senior Materials Engineer

**NUCLEAR MOISTURE DENSITY  
FIELD REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-3-1

Client: Hidalgo County Precinct No. 1

Service Date: December 4, 2015

Reported Date: December 8, 2015

GENERAL INFORMATION		MOISTURE DENSITY RELATIONSHIP	
Area Tested:	Roadway	Soil I.D.:	N/A
Material Description:	Reddish Brown Caliche	Material Type:	Flexible Base
Required % of Proctor:	98 Percent	Optimum Dry Density(pcf):	112.1
Required Moisture Range:	-2 to +3	Optimum Moisture(%):	14.9
Required Depth:	4 Inches	Lift Tested:	Final lift

**FIELD DENSITY TEST DATA (ASTM D 2922 / 3017)**

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	305' South of 20th St.	15.7 % Pass	112.1 pcf	100+ % Pass	4 (In.)
2	605' South of 20th St.	15.6 % Pass	110.7 pcf	98.8 % Pass	4 (In.)
3	850' South of 20th St.	14.7 % Pass	117.7 pcf	100+ % Pass	4 (In.)
4	1000' South of 20th St.	14.5 % Pass	116.4 pcf	100+ % Pass	4 (In.)

Comment: Field testing done in general accordance with ASTM D 2922 and ASTM D3017.

**MILLENNIUM ENGINEERS GROUP, INC.**  
T&E FIRM No. F-3913

Raul Palma, Senior Materials Engineer

**NUCLEAR MOISTURE DENSITY  
FIELD REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-4-1

Service Date: December 4, 2015

Client: Hidalgo County Precinct No. 1

Reported Date: December 8, 2015

**GENERAL INFORMATION**

**MOISTURE DENSITY RELATIONSHIP**

Area Tested: Roadway  
 Material Description: Reddish Brown Caliche  
 Required % of Proctor: 98 Percent  
 Required Moisture Range: -2 to +3  
 Required Depth: 4 Inches

Soil I.D.: N/A  
 Material Type: Flexible Base  
 Optimum Dry Density(pcf): 112.1  
 Optimum Moisture(%): 14.9  
 Lift Tested: Final lift

**FIELD DENSITY TEST DATA (ASTM D 2922 / 3017)**

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	280' South of Irrigation Pipe South of 20th St.	15.9 % Pass	111.6 pcf	100+ % Pass	4 (In.)
2	590' South of Irrigation Pipe South of 20th St.	15.2 % Pass	113.6 pcf	100+ % Pass	4 (In.)
3	950' South of Irrigation Pipe South of 20th St.	15.8 % Pass	113.1 pcf	100+ % Pass	4 (In.)

Comment: Field testing done in general accordance with ASTM D 2922 and ASTM D3017.

**MILLENNIUM ENGINEERS GROUP, INC.**  
 TYPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer



# NUCLEAR MOISTURE DENSITY FIELD REPORT

Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-5-1

Service Date: December 8, 2015

Client: Hidalgo County Precinct No. 1

Reported Date: December 11, 2015

## GENERAL INFORMATION

Area Tested: Roadway  
 Material Description: Reddish Brown Caliche  
 Required % of Proctor: 98 Percent  
 Required Moisture Range: -2 to +3  
 Required Depth: 4 Inches

## MOISTURE DENSITY RELATIONSHIP

Soil I.D.: N/A  
 Material Type: Flexible Base  
 Optimum Dry Density(pcf): 112.1  
 Optimum Moisture(%): 14.9

## FIELD DENSITY TEST DATA (ASTM D 2922 / 3017)

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	Mile 5 1/2 Rd. 210' West of Carmen Dr. on Center Line	13.5 % Pass	114.5 pcf	100+ % Pass	4 (In.)
2	Mile 5 1/2 Rd. 350' West of Carmen Dr. 5' South of Center Line	13.3 % Pass	115.3 pcf	100+ % Pass	4 (In.)
3	Mile 5 1/2 Rd. 496' West of Carmen Dr. 3' North of Center Line	12.9 % Pass	117.2 pcf	100+ % Pass	4 (In.)

Comment: Field testing done in general accordance with ASTM D 2922 and ASTM D3017.

MILLENNIUM ENGINEERS GROUP, INC.  
 TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

**NUCLEAR MOISTURE DENSITY  
FIELD REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-6-1

Client: Hidalgo County Precinct No. 1

Service Date: December 9, 2015

Reported Date: December 11, 2015

GENERAL INFORMATION		MOISTURE DENSITY RELATIONSHIP	
Area Tested:	Roadway	Soil I.D.:	N/A
Material Description:	Reddish Brown Caliche	Material Type:	Flexible Base
Required % of Proctor:	98 Percent	Optimum Dry Density(pcf):	112.1
Required Moisture Range:	-2 to +3	Optimum Moisture(%):	14.9
Required Depth:	4 Inches		

**FIELD DENSITY TEST DATA (ASTM D 2922 / 3017)**

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	60' South of Intersection of 22nd St. and Airport Drive 8' East of Center Line	16.1 % Pass	111.1 pcf	99.1 % Pass	4 (In.)
2	310' South of Intersection of 22nd St. and Airport Drive 5' West of Center Line	16.1 % Pass	111.4 pcf	99.4 % Pass	4 (In.)

Comment: Field testing done in general accordance with ASTM D 2922 and ASTM D3017.

**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

**NUCLEAR MOISTURE DENSITY  
FIELD REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-7-1

Client: Hidalgo County Precinct No. 1

Service Date: December 10, 2015

Reported Date: December 11, 2015

**GENERAL INFORMATION**

Area Tested: Roadway  
Material Description: Reddish Brown Caliche  
Required % of Proctor: 98 Percent  
Required Moisture Range: -2 to +3  
Required Depth: 4 Inches

**MOISTURE DENSITY RELATIONSHIP**

Soil I.D.: N/A  
Material Type: Flexible Base  
Optimum Dry Density(pcf): 112.1  
Optimum Moisture(%): 14.9

**FIELD DENSITY TEST DATA (ASTM D 2922 / 3017)**

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	500' South of Intersection of 22nd St. and Airport Drive 5' East of Center Line	15.6 % Pass	113.4 pcf	100+ % Pass	4 (In.)
2	810' South of Intersection of 22nd St. and Airport Drive 5' West of Center Line	14.7 % Pass	112.7 pcf	100+ % Pass	4 (In.)

Comment: Field testing done in general accordance with ASTM D 2922 and ASTM D3017.

**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE FIRM No. F-3913

  
Raul Palma, Senior Materials Engineer

**ASPHALTIC CONCRETE PAVEMENT  
ROLLING PATTERN FIELD TESTING REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-8-1

Service Date: December 14, 2015

Client: Hidalgo County Precinct No. 1

Reported Date: December 15, 2015

**GENERAL INFORMATION**

Rolling Pattern Location:	Roadway	Material Producer:	Frontera Progresso
Target Maximum Density:	155	Material Type:	D

**SUMMARY OF ASPHALT ROLLING PATTERN**

Pattern Number	Test Location	Peak Density Patterns
1	Roadway South Bound - 22nd St. 100' West of Canal South of Carmen Dr.	1 Pass with Vibratory Steel Wheeled Roller
		1 Pass with Vibratory Steel Wheeled Roller
		3 Passes w/ Pneumatic Asphalt Roller
2	Roadway South Bound - 22nd St. 420' West of Canal South of Carmen Dr.	1 Pass with Vibratory Steel Wheeled Roller
		1 Pass with Vibratory Steel Wheeled Roller
		3 Passes w/ Pneumatic Asphalt Roller
3	Roadway South Bound - 22nd St. 760' West of Canal south of Carmen Dr.	1 Pass with Vibratory Steel Wheeled Roller
		1 Pass with Vibratory Steel Wheeled Roller
		3 Passes w/ Pneumatic Asphalt Roller
4	Roadway North Bound - 22nd St. 125' West of Canal South of Carmen Dr.	1 Pass w/ a steel-wheeled break down roller
		1 Pass w/ a steel-wheeled vibratory roller
		3 Passes with Pneumatic Asphalt Roller

Equipment utilized: A steel-wheeled vibratory roller was used for the initial and intermediate compaction of the asphalt mat. Further compaction of the asphalt surface was achieved by the use of pneumatic roller after the initial rolling operation.

Comment: A rolling pattern was established using a Thin Layer Nuclear Density Gauge.

**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPB FIRM No. F-3913

  
Raul Palma, Senior Materials Engineer

# ASPHALTIC CONCRETE PAVEMENT ROLLING PATTERN FIELD TESTING REPORT



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-9-1

Service Date: December 16, 2015

Client: Hidalgo County Precinct No. 1

Reported Date: December 17, 2015

## GENERAL INFORMATION

Rolling Pattern Location:	Roadway	Material Producer:	Frontera Progreso
Target Maximum Density:	155	Material Type:	D

## SUMMARY OF ASPHALT ROLLING PATTERN

Pattern Number	Test Location	Peak Density Patterns
1	Roadway Mile 4 Rd. - 200' South from 22nd St.	2 Passes w/ Vibratory Bomag 8 Passes w/ Non-Vibratory Dynapac
2	Roadway Mile 4 Rd. - 250' South from 22nd St.	2 Passes w/ Vibratory Bomag 8 Passes w/ Non-Vibratory Dynapac
3	Roadway Mile 4 Rd. - 300' South from 22nd St.	2 Passes w/ Vibratory Bomag 8 Passes w/ Non-Vibratory Dynapac

Equipment utilized: A steel-wheeled vibratory roller was used for the initial and intermediate compaction of the asphalt mat. Further compaction of the asphalt surface was achieved by the use of pneumatic roller after the initial rolling operation.

Comment: A rolling pattern was established using a Thin Layer Nuclear Density Gauge.

MILLENNIUM ENGINEERS GROUP, INC.  
TBPE FIRM No. F-3913

  
Raul Palma, Senior Materials Engineer

**ASPHALTIC CONCRETE PAVEMENT CORES  
FIELD TESTING REPORT**



Project Name: Airport Drive - PO# 728860

MEG Report Number: 01-15-19278-10-1

Service Date: January 4, 2016

Client: Hidalgo County Precinct No. 1

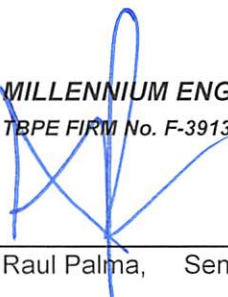
Reported Date: January 8, 2016

**GENERAL INFORMATION**

Asphalt Coring Locations: Roadway Material Producer: Frontera - Progreso  
Material Type: D

**SUMMARY OF ASPHALTIC PAVEMENT CORES**

Core Number	Test Location	Core Thickness	Core Density
1	Roadway 145' South of 18th St. 3' West of Center Line	1 1/4 Inches	N/A Percent
2	Roadway 119' South of 18th St. 4' West of Center Line	1 1/2 Inches	N/A Percent
3	Roadway 2245' South of 18th St. 3' West of Center Line	2 Inches	N/A Percent
4	Roadway 3295' South of 18th St. 4' West of Center Line	2 Inches	N/A Percent
5	Roadway 2770' South of 18th St. 3' East of Center Line	1 Inches	N/A Percent
6	Roadway 1720' South of 18th St. 4' East of Center Line	2 Inches	N/A Percent
7	Roadway 670' South of 18th St. 3' East of Center Line	1 7/8 Inches	N/A Percent

**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE FIRM No. F-3913  
  
Raul Palma, Senior Materials Engineer

**HIDALGO COUNTY**  
**Professional Construction Material Testing Laboratory**  
**Services**  
**Agreement # C-14-309-09-09**

**WORK AUTHORIZATION NO. 4**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "Laboratory".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Laboratory to provide

**Construction Materials Engineering and Testing Services for the 18<sup>th</sup> Street (Airport Drive to FM 1015) Improvements project.**

The scope of services to be provided by the Owner is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the Engineer is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$8,818.00**

This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 3** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **4** shall be funded through funding source:

Account No. 5-1345-431-00-121-188-0-721

Requisition Number 279811 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner, A.C. Cuellar, Jr., as to content and detail of this Work

Authorization No. 64

**HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1:**

BY: A.C. Cuellar Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 7/7/15 as indicated below and effective as of \_\_\_ day of \_\_\_\_\_, 2015.

**THE LABORATORY:  
MILLENNIUM ENGINEERS GROUP, INC.**

**THE OWNER:  
HIDALGO COUNTY**

Raul Palma  
By: Raul Palma, President

Ramon Garcia  
By: Ramon Garcia, County Judge

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

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7/7/15

**LIST OF ATTACHMENTS**

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

## **EXHIBIT A**

### **-Scope of Services to be provided by the County**

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

#### **General:**

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

**EXHIBIT B**

-Scope of Services to be provided by the Laboratory

## **Exhibit "B"**

### **Services to be Provided by Laboratory**

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

#### **A. Preliminary Phase:**

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

#### **B. Design Phase:**

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

#### **C. Construction/Maintenance Phase:**

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

**D. Miscellaneous/Other:**

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by device of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

**NOTE:** Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

## **EXHIBIT C**

### **Work Schedule**

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

# EXHIBIT D

"Proposal"



**Work Schedule**  
**Proposed Construction Materials Engineering & Testing Services**  
**18<sup>th</sup> Street (Airport Drive to FM 1015) Improvements Project**

**SOILS SECTION**

**Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)**

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	629.50
Sub-Total (per task)	2	629.50	1,259.00

**Task: Flexible Base density testing at Roadway (Per Trip, 6 trips estimated)**

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	6	370.50	2,223.00

**SOILS Section Total**

**3,482.00**

**HMAC PAVEMENT SECTION**

**Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 4 trips estimated)**

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	453.00
Sub-Total (per task)	4	453.00	1,812.00

**Task: HMAC Pavement Laboratory Testing (Per Sample, 4 samples estimated)**

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	4	375.00	1,500.00

Construction Materials Testing Services  
 MEG Proposal No.: 01-15-198M  
 June 24, 2015



Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	50.00	700.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	10	60.00	600.00
Asphalt Core Density (each)	10	40.00	400.00
Vehicle trips (each)	2	37.00	74.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	2,024.00
Sub-Total (per task)	1	2,024.00	2,024.00

HMAC Pavement Section Total

5,336.00

Total Estimated Cost

\$8,818.00



# Purchase Order COUNTY OF HIDALGO

PO# 728860

DATE: 07/21/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 284009

REQ: 00279811

CANCELLED: 09-08-15

PHONE: (956) 383-8522

Fax: (956) 383-0295

EMAIL:

SHIP TO: HIDALGO CO. PCT 1

1902 Joe Stephens Ave  
WESLACO TX 78596

MILLENNIUM ENGINEERS GROUP, INC.

P.O. BOX 4569

EDINBURG TX 78540-4569

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-14-309-09-09

SPECIAL INSTRUCTIONS: RK38

### 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-14-309-09-09 EXP. 09/08/15		
1.00	EACH	CC WORK AUTHORIZATION NO.4 FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES FOR THE 18TH STREET (AIRPORT DRIVE TO FM 1015) IMPROVEMENTS PROJECT.	8,818.00	8,818.00
		<b>TOTAL:</b>		8,818.00
		***** For Hidalgo County use only		
		5-1345-431-00-121-188-0-721	8,818.00	

Authorized by: Martha 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 herof, 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 and 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.