

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

**INVOICE #:** 11329592 ✓  
**INVOICE DATE:** 11/30/23 ✓

**BILL TO:** 93

Hidalgo County Pct. #2  
 300 W. Hall Acres, Suite G ✓  
 Pharr, TX 78577

**JOB:** 161503

Bus 281/SH107 Roadway Drainage  
 Improvements WA#3, PO# 862757  
 (From: Bus 281 W to US 281)

RECEIVED DEC 01 2023  
*eg*

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2023. ✓						
Work Authorization No. 3 Engineering Services required for the permitted utility coordination, PS&E Development of the stand-alone TxDOT Change Order (East End of Project), Development of a Corridor Model as per TxDOT AFA						
16004-PS&E Developm	69,108.60 ✓	69,108.60 ✓		69,108.60 ✓	100.0	
16308-Permitted Utili	67,467.20 ✓	62,069.82 ✓	1,349.35 ✓	63,419.17 ✓	94.0	4,048.03 ✓
16312-Coordior Model	104,030.80 ✓	95,708.34 ✓	2,080.61 ✓	97,788.95 ✓	94.0	6,241.85 ✓
32001-Const. Mgmt	168,158.60 ✓				0.0	168,158.60 ✓
TOTALS:	408,765.20 ↑	226,886.76 ↑	3,429.96 ↑	230,316.72 ↑	56.3	178,448.48 ↑

ORIGINAL CONTRACT SUM \$ 408,765.20 ✓  
 CHANGE BY CHANGE ORDER \$ 0.00  
 CONTRACT SUM TO DATE \$ 408,765.20 ✓  
 TOTAL COMPLETED TO DATE \$ 230,316.72 ✓  
 LESS PREVIOUS INVOICES \$ 226,886.76 ✓

*eg*  
 \_\_\_\_\_  
 PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 3,429.96 ✓

PO # 862757  
3 - 1315 - 431-00-122- 150 -0- 841  
 Req # 471909

\$ 3,429.96

INVOICE RECEIVED BY:

Lupita Garza ON 12/01/23

GOODS/SERVICES RECEIVED BY:

Armando Garza ON 11/01-30/23



# L&G Consulting Engineers, Inc.

December 1, 2023

Commissioner Eduardo "Eddie" Cantu  
Attn: Mr. Armando Garza, Chief Administrator  
Hidalgo County Precinct 2  
300 West Hall Acres Rd.  
Pharr, Texas 78589

**RE: SH 107/Bus 281 Intersection & Drainage Improvements (Limits: At Courthouse Square & Outfall) – WA #3 PO#XXXX - L&G Project#161503**

Dear Commissioner Cantu:

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 November 2023.

Attached are the following:

- L&G's Invoice

**Work Authorization #3 – Engineering Services required for the permitted utility coordination, PS&E Development of the stand-alone TxDOT Change Order (East End of Project), Development of a Corridor Model as per TxDOT AFA Requirements, as well as Construction Engineering & Support needed for the Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection project.**

		% Complete
<b>FC 16004 ~ PS&amp;E DEVELOPMENT OF TxDOT CHANGE ORDER ON EAST END OF THE PROJECT</b>		
L&G is completing the Plan & Profile Sheets, Utility & Drainage Sheets and Irrigation Structure Detail Sheets for the Change Order. We have coordinated with TxDOT and the Precinct through bi-weekly meetings and have submitted a 90% plan set to TxDOT for review. The Change Order has been completed and submitted to TxDOT. DGN files associated with the Change Order have been compiled and submitted to TxDOT as they requested. Coordination continues with TxDOT and the County for the change order. <b>This Task is Complete</b>	L&G	100%

<p><b>FC 16308 ~ PERMITTED UTILITY COORDINATION</b></p>		
<p>L&amp;G is coordinating with utility companies. We've received adjustment schedules and updated utility clearance forms from Utility companies and have submitted them to TxDOT for their information. We've also submitted a preliminary Utility Conflict Matrix to TxDOT.</p> <p>L&amp;G continues to coordinate with the utility companies. Plans for the adjustments of the utilities are nearing completion as per comments received from the utility companies. Some utility schedules were updated by the utility companies.</p> <p>Some utility companies have requested permits from TxDOT. TxDOT has requested those permit numbers so that they can push those permits internally. Updated schedules have been provided, to L&amp;G, by the utility companies. Coordination meetings were held with the City of Edinburg to discuss their sanitary sewer and water lines. The City of Edinburg will be including their utility plan set into the roadway PS&amp;E, to be LET at the same time. City of Edinburg plans are to be completed by mid June 2023.</p> <p>Some utility companies have received approved permit numbers. Other utilities are completing their plans and preparing to request permit numbers from TxDOT. The City of Edinburg submitted a 30% set of plans to L&amp;G. L&amp;G Engineering provided the City with the latest electronic files (DGN) again, as per their request. The City of Edinburg's consultant said that they would have 90% set of plans completed by mid July 2023.</p> <p>City of Edinburg submitted their utility plan set to L&amp;G Engineering for review on July 24, 2023. L&amp;G Engineering reviewed their plan set for any conflicts with the proposed drainage system. L&amp;G Engineering provided the City of Edinburg with comments on their plan set, and are waiting for their 100% PS&amp;E package with construction cost estimate for inclusion into the SH 107 plan set. Utility companies have begun their adjustments. Updated utility construction schedules have been provided to TxDOT.</p> <p>Coordination continues with the utility companies. The City of Edinburg continues to complete their utility plans, and will provide us with a construction cost estimate for inclusion into the SH 107 plan set.</p> <p>Utility meetings were held with the City of Edinburg and the other utility companies. Adjustments of AT&amp;T lines have been completed. AEP &amp; TxGAS are preparing to adjust their lines. Work schedules are being finalized.</p> <p>Requests were made to the City of Edinburg for their utility plan set, so that it could be submitted with the 95% PS&amp;E submittal. The City of Edinburg did not provide their Utility Plan set. The 95% PS&amp;E was submitted to TxDOT without those sheets. AEP and TxGAS are nearing the point of construction to adjust their lines.</p>	<p>L&amp;G</p>	<p>94%</p>
<p><b>FC 16312 ~ DEVELOPMENT OF COORDIOR MODEL AS PER TxDOT AFA REQUIREMENTS</b></p>		
<p>L&amp;G has submitted the 90% complete corridor model to TxDOT for their review and comments.</p> <p>No comments were received from TxDOT on the 90% submittal. L&amp;G continues to update and refine the model.</p> <p>L&amp;G updated the model with changes to the profile and curb &amp; gutter additions</p>	<p>L&amp;G</p>	<p>94%</p>

<p>along the project corridor.  L&amp;G Engineering has updated the model around the courthouse square due to changes to the courthouse construction, which is ongoing.  L&amp;G Engineering continues to refine the model.</p>		
<b>FC 32001 ~ CONSTRUCTION ENGINEERING &amp; SUPPORT</b>		
<b>This task has not yet begun.</b>	<b>L&amp;G</b>	<b>0%</b>

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

Sincerely,



Armando J. Sandoval, P.E.  
Project Manager

Project Sponsor: Hidalgo County

**PROJECT DEVELOPMENT SCHEDULE**  
**BUS281/SH107 (CSJ: 0342-01-093)**  
**From BUS281 to I69C (US281)**  
**Length = 1.36 miles**

TASK AND DESCRIPTION	FIRM	2021						2022												2023												2024					
		Q1	Q2	Q3	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4		
<b>AGREEMENTS</b>																																					
ICA w/ City of Edinburg (Pending)(Illumination and Landscaping)	L&G																																				
Donation Agreement w/ TxDOT (Executed)	TxDOT																																				
AFA for Outfall ROW w/ TxDOT (Pending)	TxDOT																																				
<b>GENERAL</b>																																					
Dev Traffic Impact Analysis Report & Recommendations (COMPLETED)	L&G																																				
Closure of Business 281 Activities (COMPLETED)	L&G																																				
TxDOT Accepts TIA and Issues MO (COMPLETED)	TxDOT																																				
Geotechnical Report (Accepted)	L&G																																				
<b>Phase I: Schematic &amp; Environmental</b>																																					
<b>SCHEMATIC</b>																																					
Develop Schematic & TxDOT Approval (COMPLETED)	L&G																																				
Public Meeting (COMPLETED)	L&G																																				
<b>ENVIRONMENTAL</b>																																					
D-13 CE (Completed)	TxDOT																																				
<b>Phase II: PS&amp;E and ROW Acquisition Services</b>																																					
<b>PS&amp;E</b>																																					
Design Survey & SUE	L&G																																				
Outfall Coordination with HCDD #1	L&G																																				
Pavement Design	TxDOT																																				
Change Order Plan Set (COMPLETED)	L&G																																				
30% PS&E Completion	L&G																																				
60% PS&E Completion	L&G																																				
90% PS&E Completion	L&G																																				
95% PS&E Completion	L&G																																				
100% PS&E Completion	L&G																																				
TxDOT Plan Set Approval	TxDOT																																				
<b>UTILITY ADJUSTMENT</b>																																					
Permitted Utility Adjustments	L&G																																				
<b>ROW Map</b>																																					
Prepare ROW Map (Corner Clips & Outfall)	L&G																																				
TxDOT Review & ROWIS Programming	TxDOT																																				
<b>ROW Acquisition (Est. 12 Parcels)</b>																																					
Release of ROW Acquisition	TxDOT																																				
Project Administration	L&G																																				
ROW Acquisition Complete	County																																				
<b>Phase III: Construction</b>																																					
Receive Bids for Construction (TxDOT LET 6-2025)(MPO FY 2024)	TxDOT																																				
Construction Duration	TxDOT																																				



REVISED BY Damien T. 11/22/23



# Purchase Order COUNTY OF HIDALGO

PO# 862757

DATE: 04/13/23

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046

REQ: 00471909

PHONE: (956) 565-9813

Fax: (956) 565-6746

EMAIL:

SHIP TO: HIDALGO CO. PCT 2

300 WEST HALL ACRES, SUITE G  
PHARR TX 78577

L & G CONSULTING ENGINEERS, INC.  
2100 W. EXPRESSWAY 83  
MERCEDDES TX 78570

CONTACT: ARMANDO GARZA

(956) 787-1891

SITE: COMMISSIONER, PRECINCT 2

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

**SPECIAL INSTRUCTIONS:**

**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. Our 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 - BUS 281/SH 107 INTERSECTION PROJECT - ENGINEERING SERVICES		
		WORK AUTHORIZATION NO. 3 APPROVED BY CC 3/7/23 AI#89953		
1.00	LOT	WORK AUTHORIZATION NO 3 FOR ENGINEER TO PROVIDE ENGINEERING SERVICES REQUIRED FOR THE PERMITTED UTILITY COORDINATION, PS&E DEVELOPMENT OF THE STAND ALONE TXDOT CHANGE ORDER (EAST END OF PROJECT), DEVELOPMENT OF CORRIDOR MODEL AS PER TXDOT AFA REQUIREMENTS, AS WELL AS CONSTRUCTION ENGINEERING & SUPPORT NEEDED FOR THE ROADWAY AND DRAINAGE IMPROVEMENTS ASSOCIATED WITH THE BUS 281/SH 107 INTERSECTION PROJECT	408,765.2000	408,765.20
		<b>TOTAL:</b>		408,765.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only		
		3-1315-431-00-122-150-0-841	408,765.20	

Authorized by:

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
**PURCHASING DEPARTMENT**  
**COUNTY OF HIDALGO, TEXAS**

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.
2. **Inspection, warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.
3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.
4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract 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 Buyer will be at Seller's expense.
6. **Price warranty.** The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.
7. **Invoices and Payments.** A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.
  - a. **Invoicing:** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.
  - b. **Payment:** Payment is contingent upon the statutory auditing and approval of invoices and claims by the (Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.
8. **Gratuities:** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such.
10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.
11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container number and total number of containers (e.g., box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing list.
12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
14. **Delivery terms and transportation charges.** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification," hereof. The terms of this agreement are "no arrival, no sale."
16. **Warranty against infringement.** Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.
17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.
18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.
19. **Taxes.** Seller accepts liability for payment of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.
20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.
21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due to or become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.
22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.
23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.
24. **Waiver of liens.** Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.
25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.
26. **Interpretation - Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.
27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.
28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
31. **Prohibition against personal interest in contracts.** No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.
32. **Miscellaneous.**
  - a. The seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.
  - b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.
  - c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.
  - d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.
  - e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.