

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

INVOICE#: 11330437
INVOICE DATE: 5/31/2026

BILL TO: 93

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

RECEIVED JUN 03 2026

JOB: 151103

Cesar Chavez Rd WA#3
 (From: Ridge Rd to Bus 83)
 PO#26000552

Previous PO#795673 **26000552**

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2026.						
Work Authorization #3 - To Provide PS&E, ROW Mapping, Permitted Utilities Coordination, Traffic Signal Warrants and Design and Engineering Consultant Construction Management for Phase II.						
13002-ROW Mapping	9,990.16	8,991.14		8,991.14	90.0	999.02
13020-ROW Mapping / SUB	60,000.00	54,000.00		54,000.00	90.0	6,000.00
15070-Sub-Surface Utilitiy / SUB	4,800.00	4,800.00		4,800.00	100.0	-
16004-PS&E Development	496,790.00	496,790.00		496,790.00	100.0	-
16005-PS&E Update	16,440.88	16,440.88		16,440.88	100.0	-
16205-Signal Design Warrants	6,915.80	6,570.01		6,570.01	95.0	345.79
16250-Signal Design Warrants/SUB	50,508.55	47,986.59		47,986.59	95.0	2,521.96
16308-Permitted Utilities	32,042.20	32,042.20		32,042.20	100.0	-
16403-Project Management	23,356.68	23,123.11		23,123.11	99.0	233.57
32001-Construction Management	67,925.84			0.00	0.0	67,925.84
32004-Let Bid Package	50,397.76	45,357.98	2,519.89	47,877.87	95.0	2,519.89
33001-Geotechnical Testing	31,287.20	31,287.20		31,287.20	100.0	-
Sub Total	850,455.07	767,389.11	2,519.89	769,909.00		80,546.07
Supplemental No. 1 to Work Authorization #3-To update TCP Phasing Sheets to accommodate temporary traffic signals, Construction Phase & Sequencing for design of temporary signals and ROW Acquisition for 7 Easement Parcels.						
16207-Coordination with ETSI	14,181.92		10,636.44	10,636.44	75.0	3,545.48
16270-Traffic Signal Design/SUB	34,388.39		25,791.29	25,791.29	75.0	8,597.10
16302-Update TCP Phasing Sheets	6,668.16		5,001.12	5,001.12	75.0	1,667.04
16305-Update Sequence of Construction Shee	5,532.64		4,149.48	4,149.48	75.0	1,383.16
60001-ROW Acquisition Administration	31,150.00		4,672.50	4,672.50	15.0	26,477.50
60003-Appraisal Services	2,625.00			0.00	0.0	2,625.00
60004-Appraisal Review	2,450.00			0.00	0.0	2,450.00
60005-Parcel Negotiation	35,000.00			0.00	0.0	35,000.00
60030-Appraisal Services/SUB	7,875.00			0.00	0.0	7,875.00
60040-Appraisal Review/SUB	2,800.00			0.00	0.0	2,800.00
Sub Total	142,671.11	0.00	50,250.83	50,250.83		92,420.28
TOTAL:	993,126.18	767,389.11	52,770.72	820,159.83	82.6	172,966.35

PO # 26000552
1315-31-122-000-0000-508410
 Req # 26000718
\$52,770.72

Marisela Garza
 PROJECT MANAGER'S SIGNATURE
 For: *Jacinto Garza P.E.*

ORIGINAL CONTRACT SUM	\$	850,455.07
CHANGE BY CHANGE ORDER	\$	142,671.11
CONTRACT SUM TO DATE	\$	993,126.18
TOTAL COMPLETED TO DATE	\$	820,159.83
LESS PREVIOUS INVOICES	\$	767,389.11
CURRENT PAYMENT DUE	\$	52,770.72

INVOICE RECEIVED BY:
Lupita Garza ON 06/03/25
 GOODS/SERVICES RECEIVED BY:
Eddie Cantu ON 05/01-31/26



June 1, 2026

Hon. Eduardo "Eddie" Cantu
 Hidalgo County Precinct No. 2
Attn: Ms. Erika Zamora, RPIC
 300 West Hall Acres Rd
 Pharr, Texas 78589

RE: Cesar Chavez Road Project - Work Authorization No. 3
Limits: Ridge Road to Business 83
PO#795673 - L&G Project#151103

Dear Mr. Garza,

We are submitting a monthly progress report in sufficient detail to support the progress of the work. Attached for your approval is our invoice for services rendered for the month of May 2026.



The Following is attached:

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

Work Authorization #3 – To provide PS&E, ROW Mapping, Permitted Utilities Coordination, Traffic Signal Warrants and Design and Engineering Consultant Construction Management for Phase II

TASK		% Complete
FC 13002 ~ ROW MAPPING		
No Update/No Invoice: L&G has met with QHA and provided all of the design files for their ROW Mapping effort. L&G has discussed final locations for the SUE potholes needed.	L&G	90%
FC 13020 ~ ROW MAPPING / SUB		
No Update/No Invoice: QH&A has completed 90% of the ROW Parcels & Title Reports.	QH&A	90%
FC 15070 ~ SUB-SURFACE UTILITY ENGINEER (POTHOLES) / SUB		
This task is complete.	QH&A	100%

<p>FC 16004 ~ PS&E DEVELOPMENT ROADWAY</p>		
<p>We have continued the development of the plan set, including: typical sections, project layout, title sheet & P&P's and tcp layouts. Drainage design has been completed. The U&D sheets have been updated with the latest drainage information and utility callouts. The 60% set of plans is being prepared for submittal. The 60% PS&E has been submitted to TxDOT for their review. The TxDOT 60% PS&E checklist was submitted as well. L&G Engineering continues to develop the 90% PS&E. Updates to the Traffic Control sheets is on-going. The Sequence of Construction is being updated to include railroad construction for both the surface construction as well as the drainage pipe construction under the railroad. Quantities are being updated accordingly. Updates to the U&D, P&P, and Irrigation Layouts are on-going. Final updates to the TCP are being finalized. Quantities are being finalized. TxDOT 90% Checklist is being reviewed. L&G Engineering has begun an internal QC/QA review of the plan set. L&G Engineering completed their internal QC/QA review of the plan set. L&G Engineering has updated the plan set based on the internal review. The 90% PS&E is being packaged for submittal to TxDOT for their review and approval. L&G Engineering completed the 90% PS&E. TxDOT's 90% PS&E checklist has been filled out. The 90% PS&E was submitted on February 7, 2025 to the County. The County submitted the 90% PS&E to TxDOT on May 20, 2025. Comments have been received from TxDOT. L&G has begun to review the comments and update the plans set accordingly. L&G continues to work on the 95% submittal. L&G has submitted the 95% submittal to the County for their submittal to TxDOT. The 95% checklist, LGPP checklist, and PS&E documents were prepared and submitted. We continue work on the Bid documents. L&G Engineering received comments from TxDOT on the 95% PS&E submittal. L&G is working on addressing the comments and are updating the plan set accordingly. TxDOT comments have been addressed and the 100% PS&E has been prepared. Work continues on the Bid documents with the County.</p>	<p>L&G</p>	<p>100%</p>
<p>FC 16005 ~ UPDATE PS&E BASED ON COMMENTS AS PROVIDED BY TxDOT (PHARR DISTRICT & AUSTIN DIVISIONS)</p>		
<p>The County received comments from TxDOT on the 95% submittal. L&G has completed the comments and have updated the plan set accordingly.</p>	<p>L&G</p>	<p>100%</p>
<p>FC 16205 ~ TRAFFIC SIGNAL WARRANTS & DESIGN</p>		
<p>No Update/No Invoice: ETSI submitted a preliminary traffic warrant report. L&G Engineering reviewed the report and then submitted it to TxDOT for approval/comments. L&G provided ETSI with DGN files (Alignment, Roadway, Drainage, TCP...etc.....) for their use in their signal design. Coordination meetings were held with ETSI. TxDOT provided the County/L&G Engineering with comments on the Traffic Signal Warrant report. L&G/ETSI is updating the Traffic Signal Warrant report and will resubmit the report. L&G Engineering has been working in coordination with ETSI to update the Traffic Signal Warrant report and resubmit it to TxDOT for their review and approval. ETSI has provided L&G with their 90% plans set, estimate, and specifications for inclusion into the 90% PS&E submittal to TxDOT.</p>	<p>L&G</p>	<p>95%</p>

<p>Traffic Signal warrant report was submitted to TxDOT for their review and concurrence.</p> <p>Traffic signal warrants were approved by TxDOT at Ridge Rd. and Sam Houston Ave. Traffic signal Design is complete at Ridge Rd. and Sam Houston Ave. TxDOT comments have been addressed, and updated sheets have been provided to L&G Engineering for inclusion into the 100% submittal.</p>		
FC 16250 ~ SIGNAL DESIGNS, ADJUSTMENTS & WARRANTS		
<p>No Update/No Invoice: The preliminary traffic warrant report was completed and submitted to L&G Engineering for submittal to TxDOT for comments. Coordination meetings were held with L&G Engineering. L&G provided ETSI with the project's DGN design files for use in our signal design. Work on the condition diagrams has begun. The proposed signal layout sheets have been created and we have begun to populate them with the necessary information. Signal phasing and timing work has begun. Intersection signing, pavement markings, and curb ramps are being developed as part of the traffic signal layouts. 90% plan set have been completed and submitted to L&G Engineering for inclusion into their 90% PS&E submittal to TxDOT. Specifications and cost estimate were provided for L&G's use.</p> <p>ETSI submitted the Traffic Signal warrant report to L&G for submittal to TxDOT.</p> <p>Traffic signal warrants were approved by TxDOT at Ridge Rd. and Sam Houston Ave. Traffic signal Design is complete at Ridge Rd. and Sam Houston Ave. TxDOT comments have been addressed, and updated sheets have been provided to L&G Engineering for inclusion into the 100% submittal.</p>	ETSI	 95%
FC 16308 ~ PERMITTED UTILITIES COORDINATION		
<p>L&G continues to contact the utility companies present within the project limits.</p> <p>The 60% set of plans is being prepared to be submitted to the utility companies, so that coordination can continue. U&D sheets have been updated with the latest drainage information/design.</p> <p>The 60% set of plans has been completed and submitted to TxDOT. The updated U&D sheets have been completed and have been submitted to the utility companies for their review and comment.</p> <p>Coordination is ongoing with the utility companies. Correspondence between the City of Alamo and City of San Juan is ongoing.</p> <p>Utility coordination continues with the utility companies. Coordination meetings were held with the City to coordinate their sanitary sewer and water line extensions. L&G supplied the City with the roadway and right-of-way files for their use.</p> <p>Coordination meetings were held with the City of Alamo and the City of San Juan to discuss their sanitary sewer line placement. Irrigation district comment clarifications were submitted to the irrigation district.</p> <p>Coordination continues with the utility companies. Coordination continues with the irrigation district on their crossings and parallel line.</p> <p>A meeting was held with the irrigation district to finalize their parallel line.</p> <p>Adjustment letters and plan set have been submitted to all utilities. Coordination continues with all utility companies. Utility adjustment schedules continue to be updated and follow up meetings continue.</p>	L&G	 100%

FC 16403 ~ PROJECT MANAGEMENT		
<p>No Update/No Invoice L&G continues all coordination efforts to assure all aspects of project development are adequately performed. Coordination continues with ETSI for all signal work. Meetings were held with TxDOT. Meetings were held with our ROW group. Coordination continues with the ROW group and Surveyor. Coordination continues with ETSI for all signal work and signal warrant design. Coordination meetings were held with Hidalgo County Precinct 2 and the irrigation district. Coordination meetings with our subs were held. Coordination meetings were held with the City of Alamo, the irrigation district, and Benech (UPRR consultant). Coordination meetings with our subs were held. Coordination meetings were held with the Hidalgo County Pct. No. 2 and TxDOT. Coordination meetings were held with the irrigation district. Coordination meetings were held with the Cities of San Juan and Alamo.</p>	L&G	99% ✓
FC 32001 ~ ENGINEERING CONSULTANT CONSTRUCTION MANAGEMENT		
This task has not started.	L&G	0% ✓
FC 32004 ~ DEVELOPE LOCAL LET BID PACKAGE		
<p>No Update/No Invoice: Construction cost estimate continues to be refined and updated. Specification list continues to be refined. Final Items, specifications, and General Notes have been added to the plan set. Construction cost estimate was updated with the latest TxDOT low bid prices. Bid package is being developed with the updated construction cost estimate, specifications, General Notes, and construction schedule. Bid Documents are nearing completion and will be submitted to the County for review.</p>	L&G	95% ✓
FC 33001 ~ GEOTECHNICAL TESTING AND PAVEMENT DESIGN FOR TxDOT		
This task is complete.	L&G	100% ✓

Supplemental No. 1 to Work Authorization No. 3 – To update TCP Phasing Sheets to accommodate temporary traffic signals, Construction Phase & Sequencing for design of temporary signals and ROW Acquisition for 7 Easement Parcels.

FC 16207 ~ COORDINATE WITH ETSI ON CONSTRUCTION PHASING AND SEQUENCING FOR DESIGN OF TEMPORARY TRAFFIC SIGNALS		
L&G has coordinated with ETSI to develop the traffic control plan and it's corresponding temporary traffic signals. ETSI provided the Temporary traffic signal layouts for our 100% PS&E submittal to TxDOT.	L&G	75% ✓

FC 16270 ~ INTERIM TRAFFIC SIGNAL DESIGN & TEMPORARY SIGNAL DESIGN		
ETSI has coordinated with L&G to develop the temporary traffic signals for the various traffic control plan phasing. Temporary traffic signal sheets were developed and submitted to L&G for their submittal to TxDOT in the 100% PS&E submittal.	ETSI	75% ✓
FC 16302 ~ UPDATE TCP PHASING SHEETS TO ACCOMMODATE THE TEMPORARY TRAFFIC SIGNALS		
L&G has updated the TCP phasing sheets in coordination with ETSI and their temporary traffic signals. The updated TCP sheets have been prepared for submittal to TxDOT. Quantities have been adjusted and added to the EQ sheets and estimate.	L&G	75% ✓
FC 16305 ~ UPDATE SEQUENCE OF CONSTRUCTION SHEETS		
L&G has updated the traffic control plan sequence of construction to accommodate the temporary traffic signals and the proposed signal at BUS 83.	L&G	75% ✓
FC 60001 - RIGHT-of-WAY ADMINISTRATION ACQUISITION		
L&G has begun the acquisition process for the release of easements. L&G has contacted the subs so they can begin the work process. L&G is also preparing the offer packages.	L&G	15% ✓
FC 60003 ~ APPRAISAL SERVICES		
This Task Has Not Begun	L&G	0% ✓
FC 60004 ~ APPRAISAL REVIEW		
This Task Has Not Begun	L&G	0% ✓
FC 60005 ~ PARCEL NEGOTIATIONS		
This Task Has Not Begun	L&G	0% ✓
FC 60030 ~ APPRAISAL SERVICES		
This Task Has Not Begun	LEONEL	0% ✓
FC 60040 ~ APPRAISAL REVIEW		
This Task Has Not Begun	HLH	0% ✓

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



COUNTY OF HIDALGO

Purchase Order

Fiscal Year 2026

Page 1 of 1

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

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

Purchase Order Number **26000552**

Purchase Order Date 01/21/2026

Department PRECINCT 2

Required By 01/08/2026

Vendor 280046
L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES, TX 78570

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

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
(956) 565-9813		280046	26000778	Elizabeth Alvarez	Elizabeth Alvarez	

NOTES

CESAR CHAVEZ ROAD PROJECT WA#3

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

WORK AUTH NO. 3 APPROVED BY CC 3/12/19 AI#69322

C-15-300-09-01 EXPIRES 12/31/2020 - TXDOT-PCT 2 CESAR CHAVEZ RD (BUS83-RIDGE RD) PROJECT - ENGINEERING SERVICES

ORIGINAL PO#795673

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

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WORK AUTHORIZATION NO. 3 FOR ENGINEER TO PROVIDE PS&E, ROW MAPPING, PERMITTED UTILITIES COORDINATION, TRAFFIC SIGNAL WARRANTS AND DESIGN AND ENGINEERING CONSULTANT CONST. MANAGEMENT FOR THE PCT 2 CESAR CHAVEZ ROAD (BUS 83-RIDGE ROAD)PROJECT GL #: 1315-31-122-000-0000-508410- \$93,307.27 Project #: E-1220015600-INELG REIM-ENGINEER -AID TO GOV	1.0000	EACH	\$93,307.2700	\$93,307.27

VENDOR NOTES

- Do not add to, or alter this Purchase Order. This Order is not renewable.
- TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
- This Order is also placed F O B. Destination. Vendor must repay all shipping costs.
- 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.
- Payment will be made only for bona fide and full completed orders, unless otherwise attached.

Authorized By

Total Ext. Price \$93,307.27

Purchase Order Total \$93,307.27

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

PURCHASING DEPARTMENT COUNTY OF HIDALGO, TEXAS

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.
2. **Inspection, warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.
3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.
4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract void able at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
5. **Safety warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense.
6. **Price warranty.** The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.
7. **Invoices and Payments.** A new Seller must provide a completed Bidder/Vendor Application and Completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.
 - a. **invoicing.** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.
 - b. **Payment.** Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.
8. **Gratuities.** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such.
10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.
11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container number and total number of containers (e.g., box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing list.
12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
14. **Delivery terms and transportation charges.** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs. Provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."
16. **Warranty against infringement.** Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.
17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.
18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.
19. **Taxes.** Seller accepts liability for payment of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.
20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.
21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.
22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.
23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.
24. **Waiver of liens.** Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.
25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.
26. **Interpretation Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.
27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.
28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
31. **Prohibition against personal interest in contracts.** No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.
32. **Miscellaneous.**
 - a. The seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.
 - b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.
 - c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.
 - d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.
 - e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.