

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

**INVOICE #:** 11330443 ✓  
**INVOICE DATE:** 05/31/26

PO # 26000566  
1315-31-122-000-0000-508410  
 Req # 26001085

**BILL TO:** 93  
 Hidalgo County Pct. #2 ✓  
 300 W. Hall Acres, Suite G  
 Pharr, TX 78577

**JOB:** 151104 ✓  
 Cesar Chavez Rd. WA#4,  
 (From: Bus 83 to Nolana Rd)  
 PO#853336, C-15-300-09-01

\$962.00

RECEIVED JUN 01 2026

26000566

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2026. ✓						
Work Authorization No. 4 - Engineering services for the ROW Acquisition Services, along with Railroad and Compensable Utilities Coordination, and H&H Modeling and Reporting for Phase III.						
15006-Field Surveys	4,034.72 ✓	4,034.72 ✓		4,034.72 ✓	100.0	
15060-Field Srvy/SUB	12,500.00 ✓	12,500.00 ✓		12,500.00 ✓	100.0	
16108-H&H Modeling	60,400.00 ✓	48,320.00 ✓		48,320.00 ✓	80.0	12,080.00 ✓
16309-Mngmnt/Cord RR	83,140.60 ✓	69,006.70 ✓		69,006.70 ✓	83.0	14,133.90 ✓
16311-Coord RR Jack	44,937.60 ✓	32,804.45 ✓		32,804.45 ✓	73.0	12,133.15 ✓
16312-Update RR Exhi	25,488.80 ✓	15,548.17 ✓		15,548.17 ✓	61.0	9,940.63 ✓
16313-Meetings Coord	24,280.80 ✓	23,309.57 ✓		23,309.57 ✓	96.0	971.23 ✓
16403-Prjct Mngmnt	47,383.80 ✓	45,014.61 ✓		45,014.61 ✓	95.0	2,369.19 ✓
60001-Row Acq. Admin	+ 348,500.00 * ✓	346,757.50 ✓		346,757.50 ✓	99.5	1,742.50 ✓
60002-Title Services	+ 172,200.00 ✓	172,200.00 ✓		172,200.00 ✓	100.0	
60003-Appraisal Srv	+ 82,000.00 ✓	74,000.00 ✓		74,000.00 ✓	90.2	8,000.00 ✓
60004-Appraisal Rvw	+ 20,500.00 # ✓	18,000.00 ✓		18,000.00 ✓	87.8	2,500.00 ✓
60005-Parcel Negotia	+ 328,000.00 ! ✓	280,800.00 ✓	1,000.00 ✓	281,800.00 ✓	85.9	46,200.00 ✓
60006-Closing Servic	+ 24,600.00 @ ✓	8,100.00 ✓	300.00 ✓	8,400.00 ✓	34.1	16,200.00 ✓
60030-Aprsl Srv/SUB	+ 184,500.00 ✓	166,500.00 ✓		166,500.00 ✓	90.2	18,000.00 ✓
60040-Aprsl Rvw/SUB	+ 53,300.00 # ✓	46,800.00 ✓		46,800.00 ✓	87.8	6,500.00 ✓
60101-Comp Utlty Mgt	228,000.00 ✓	225,720.00 ✓		225,720.00 ✓	99.0	2,280.00 ✓
60102-Comp Utlty Co	112,102.40 + ✓	110,981.38 ✓		110,981.38 ✓	99.0	1,121.02 ✓
TOTALS:	1,855,868.72 ✓	1,700,397.10 ✓	1,300.00 ✓	1,701,697.10 ✓	91.7	154,171.62 ✓

INVOICE RECEIVED BY:

Lupita Garza ON 06/01/26  
 GOODS/SERVICES RECEIVED BY:

Eddie Cantu ON 05/31/26

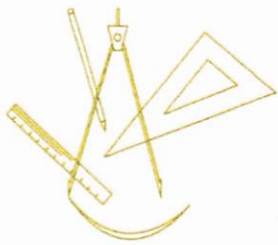
PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM \$ 1,855,868.72 ✓  
 CHANGE BY CHANGE ORDER \$ 0.00 ✓  
 CONTRACT SUM TO DATE \$ 1,855,868.72 ✓  
 TOTAL COMPLETED TO DATE \$ 1,701,697.10 ✓  
 LESS PREVIOUS INVOICES \$ 1,700,397.10 ✓

CURRENT PAYMENT DUE \$ 1,300.00 ✓

PO # 26000566  
1315-31-122-000-0000-507100  
 Req # 26001085 \$338.00

\$1,300.00 x 26% = \$338.00 (507100)  
 \$1,300.00 x 74% = \$962.00 (508410)



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. 4**  
**Limits: Business 83 to Nolana Ave. C-15-300-09-01**  
**PO#853336 - L&G Project#151104**

Dear Mr. Garza,

We are submitting a monthly progress report in sufficient detail to support the progress of the work. L&G Engineering will be invoicing on this Work Authorization for the month of May 2026.

The Following is attached:

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

**Work Authorization #4 – To provide the ROW Acquisition Services, along with Railroad and Compensable Utilities Coordination, and H&H Modeling and Reporting**

TASK		% Complete
<b>FC 15006 ~ COORDINATION AND MANAGEMENT OF SUBCONSULTANT FOR FIELD &amp; DESIGN SURVEY</b>		
<b>This task is complete.</b>	<b>L&amp;G</b>	<b>100%</b> ✓
<b>FC 15060 ~ FIELD SURVEYS FOR DESIGN &amp; CONSTRUCTION - ROADWAY</b>		
<b>This task is complete.</b>	<b>QH&amp;A</b>	<b>100%</b> ✓
<b>FC 16108 ~ HYDROLOGIC MODEL &amp; REPORT (ENTIRE PROJECT LIMITS ~ NOLANA LOOP – RIDGE RD.)</b>		
<b>No Invoice/No Update:</b> Additional survey information of the existing ditch was needed to complete the hydrologic model. The survey information was gathered further downstream along the existing/proposed outfall ditch. The model is nearly complete. We have begun to work on compiling the report. The model is complete. Work on the report is nearing completion.	<b>L&amp;G</b>	<b>80%</b> ✓

<p><b>FC 16309 ~ MANAGEMENT &amp; COORDINATION OF RAILROAD AGREEMENT</b></p>		
<p><b>No Invoice/No Update:</b> The on-site field meeting was held on March 5, 2025. L&amp;G, TxDOT, Benesch, and RVSC were in attendance. L&amp;G Engineering prepared meeting minutes and provided the County with them to disseminate to all attendees.</p> <p>An updated crossing layout has been completed and have been submitted to Benesch for their review. Comments on the meeting minutes, from the on-site meeting, were received from Benesch. The meeting minutes have been updated.</p> <p>Benesch has provided comments on the Exhibit A. L&amp;G has begun to update the layout. Coordination continues with the railroad.</p> <p>Coordination meetings held with the City of San Juan and the City of Alamo to discuss the closure on one of their crossing as part of an agreement with the railroad to be able to widen the existing crossing.</p>	<p>L&amp;G</p>	<p>83% ✓</p>
<p><b>FC 16311 ~ COORDINATION w/RAILROAD FOR JACK AND BORE PERMIT (inc. PLANS SHOWING STEEL CASING AND STORM PIPE WITH RR ROW)</b></p>		
<p><b>No Invoice/No Update:</b> A preliminary layout has been developed for the drainage pipe crossing under the railroad. We continue to develop the layout as per Union Pacific Railroad's requirements.</p> <p>Forms have been developed based on the preliminary layout. The preliminary layout has been reviewed internally and updated. L&amp;G Engineering is preparing to submit the layout and UPRR forms for review by UPRR.</p> <p>The preliminary layout has been submitted to Benesch for review. The preliminary forms have also been submitted to Benesch for their review. Comments have been received from Benesch on the preliminary layout. The comments have been addressed and the layout has been submitted to Benesch for further processing.</p> <p>Coordination continues with Benesch.</p>	<p>L&amp;G</p>	<p>73% ✓</p>
<p><b>FC 16312 ~ UPDATE RAILROAD EXHIBIT A, RAILROAD SIGNAL DESIGN AND RAILROAD MAST ARM DESIGN (NEW REQUIREMENTS)</b></p>		
<p><b>No Invoice/No Update:</b></p> <p>Coordination meetings were held with Benesch. Preliminary Exhibit A layouts were submitted to Benesch for review. Comments were received from Benesch and modifications to the Exhibit A have been done. The Preliminary Exhibit A layouts were submitted to Benesch for review. Coordination continues with Benesch. An updated crossing layout (Exhibit A) has been completed and has been submitted to Benesch for their review.</p> <p>Comments have been received from Benesch. Railroad timing/pre-emption sheets have been completed.</p>	<p>L&amp;G</p>	<p>61% ✓</p>

<b>FC 16313 ~ INTERNAL MEETINGS &amp; COORDINATION WITH HIDALGO COUNTY</b>		
Overall project management is being completed as a function of the coordination efforts with the RR, ROW acquisition needs and oversight of compensable utilities coordination.	<b>L&amp;G</b>	<b>96%</b> ✓
<b>FC 16403 ~ PROJECT MANAGEMENT</b>		
Overall project management is being completed as a function of the coordination efforts with the RR, ROW acquisition needs and oversight of compensable utilities coordination.	<b>L&amp;G</b>	<b>95%</b> ✓
<b>FC 60001 ~ ROW ACQUISITION ADMINISTRATION</b>		
<ul style="list-style-type: none"> <li>• Project presence has been established at 900 S. Stewart Rd. in Mission, Texas 78572 @ L&amp;G Engineering-Transportation Consulting Engineers Right of Way Office. The office is open during normal County and State work hours with available personnel to answer questions about the project.</li> <li>• Project files have been created and are maintained in the office. Personnel are available on a daily basis for project meetings and determined by the County. Initial property owner list has been developed.</li> <li>• Subs have been contracted for appraisal, review and acquisition.</li> <li>• The title company has been contacted for the upcoming project and their required services. Field notes and plat maps have been forwarded.</li> <li>• Info letters along with property owner rights have been mailed CRR to the property owners.</li> <li>• Title commitments have been ordered. Appraisals have been ordered.</li> <li>• L &amp; G is fielding calls from PO's &amp; meeting with PO's.</li> <li>• Appraisals being submitted. Offer packages being sent out. Closings beginning. All parcels are in negotiations phase.</li> </ul>	<b>L&amp;G</b>	<b>99.5%</b> ✓
<b>FC 60002 ~ TITLE SERVICES</b>		
<ul style="list-style-type: none"> <li>• <b>Task is complete.</b></li> </ul>	<b>L&amp;G</b>	<b>100%</b> ✓
<b>FC 60003 ~ APPRAISAL SERVICES</b>		
<ul style="list-style-type: none"> <li>• Previously appraisals for parcels 20, 28, 71, 72, 78, 82, 85, 27, 31, 32, 33, 46, 47, 58, 60, 61, 62, 93, 97, 98, 99, 100, 101, 88, 89, 90, 91, 92, 25, 29, 35, 36, 37, 41, 42, 44, 45, 49, 50, 56, 59, 65, 66, 67, 68, 69, 70, 74, 75, 76, 80, 81, 84, 38, 39, 40, 43, 48, 95.</li> </ul>	<b>L&amp;G</b>	<b>90.2%</b> ✓
<b>FC 60004 ~ APPRAISAL REVIEW</b>		
<ul style="list-style-type: none"> <li>• None this month.</li> </ul>	<b>L&amp;G</b>	<b>87.8%</b> ✓
<b>FC 60005 ~ PARCEL NEGOTIATIONS</b>		
<ul style="list-style-type: none"> <li>• Parcels in possession 21, 22, 23, 25, 26, 37, 40, 41, 43, 44, 46, 47, 65, 67, 68, 70, 71, 72, 74, 76, 77, 78, 81, 82, 85, 97, 98, 99. All parcels are in negotiation/condemnation/closing phase.</li> </ul>	<b>L&amp;G</b>	<b>85.9%</b> ✓

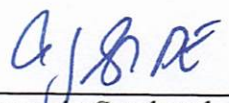
<b>FC 60006 ~ CLOSING SERVICES</b>		
<ul style="list-style-type: none"> <li>• 28 parcels in possession, 1 this month.</li> </ul>	<b>L&amp;G</b>	<b>34.1%</b> ✓
<b>FC 60030 ~ APPRAISAL SERVICES / SUB</b>		
<ul style="list-style-type: none"> <li>• Previously appraisals 20, 24, 28, 71, 72, 78, 82, 85, 27, 31, 32, 33, 46, 47, 58, 60, 61, 62, 93, 94, 97, 98, 99, 100, 101, 88, 89, 90, 91, 92, 25, 29, 35, 36, 37, 41, 42, 44, 45, 49, 50, 56, 59, 65, 66, 67, 68, 69, 70, 74, 75, 76, 80, 81, 84, 38, 39, 40, 43, 48, 95. 2 parcels (24, 94) this month.</li> </ul>	<b>LEONEL</b>	<b>90.2%</b> ✓
<b>FC 60040 ~ APPRAISAL REVIEW / SUB</b>		
<ul style="list-style-type: none"> <li>• Reviews sent in previous month parcels 20, 28, 71, 72, 78, 82, 85, 91, 92, 93, 97, 98, 99, 100, 101, 25, 35, 36, 37, 41, 42, 44, 45, 49, 50, 56, 59, 65, 66, 67, 68, 69, 70, 74, 75, 76, 80, 81, 84, 88, 89, 90, 34, 38, 39, 40, 43, 48.</li> </ul>	<b>RGV APPRAISAL</b>	<b>87.8%</b> ✓
<b>FC 60101 ~ COMPENSABLE UTILITY MANAGEMENT</b>		
<p><b>No Update/No Invoice:</b> List of Compensable Utilities: HCID#2, STEC, MVEC, NAWSC. AT&amp;T, City of Alamo, City of San Juan for this section.</p> <ul style="list-style-type: none"> <li>• Updating UCM &amp; list of Compensable Utilities to finalize agreements.</li> <li>• L&amp;G continues to coordinate with utilities that are following the compensable utility process.</li> </ul>	<b>L&amp;G</b>	<b>99%</b> ✓
<b>FC 60102 ~ COORDINATION w/COMPENSABLE UTILITIES FOR ADJUSTMENT and/or JUA (HCID#2, AT&amp;T, NAWSC, STEC, MVEC, ETC.)</b>		
<p><b>No Update/No Invoice:</b> List of Compensable Utilities: HCID#2, STEC, MVEC, NAWSC. AT&amp;T, City of Alamo, City of San Juan for this section.</p> <ul style="list-style-type: none"> <li>• Updating UCM &amp; list of Compensable Utilities to finalize agreements.</li> <li>• L&amp;G continues to coordinate with utilities that are following the compensable utility process.</li> </ul>	<b>L&amp;G</b>	<b>99%</b> ✓

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

Sincerely,

  
 \_\_\_\_\_  
 Fernando Herrera Jr.,  
 ROW Administrator

Sincerely,

  
 \_\_\_\_\_  
 Armando 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 **26000566**  
Purchase Order Date 01/21/2026  
Department PRECINCT 2  
Required By 01/12/2026

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	26001085	Elizabeth Alvarez	Elizabeth Alvarez	

### NOTES

CESAR CHAVEZ RD PRJ. WA#4  
 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  
 C-15-300-09-01 - TXDOT-PCT 2 CESAR CHAVEZ ROAD (BUS 83-NOLANA) PROJECT - PROFESSIONAL ENGINEERING SERVICES  
 WORK AUTHORIZATION NO. 4 APPROVED BY CC 8/9/22 AI#86912  
 ORIGINAL PO#853336  
 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. 4 FOR ENGINEER TO PROVIDE ROW ACQUISITION SERVICES, ALONG WITH RAILROAD AND COMPENSABLE UTILITIES COORDINATION, AND H&H MODELING AND REPORTING FOR THE PCT 2 CESAR CHAVEZ ROAD PROJECT FROM BUS 83 TO NOLANA LOOP	1.0000	EACH	\$178,285.5100	\$178,285.51
	GL #: 1315-31-122-000-0000-508410- Project #: E-1220011700-INELG REIM-ENGINEER -AID TO GOV			\$131,931.27	
	GL #: 1315-31-122-000-0000-507210- Project #: E-1220011700-INELG REIM-ENGINEER -ROADS			\$15,559.19	
	GL #: 1315-31-122-000-0000-507100- Project #: E-1220011700-INELG REIM-ROW -LAND			\$30,795.05	

#### 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.

*Ignacio Alvarez*  
Authorized By

Total Ext. Price \$178,285.51

**Purchase Order Total \$178,285.51**

# 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 charge 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.