

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

INVOICE#: 11330458 ✓
INVOICE DATE: 6/30/2026

PO # 26200374
1315-31 -122-000-0000-50840
 Req # 26001449 **\$29,971.37**

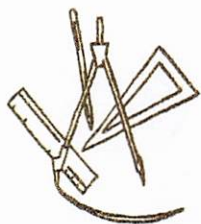
BILL TO: 93 ✓
 Hidalgo County Pct. #2
 300 W. Hall Acres, Suite G
 Pharr, TX 78577
INVOICE RECEIVED BY:
Lupita Garza ON 07/01/26
GOODS/SERVICES RECEIVED BY:
Eddie Cantu ON 06/01-30/26
RECEIVED JUL - 1 2026

JOB: 161502
 Bus 281/SH 107 Roadway Drainage
 Improvements Project
 From: Bus 281-W to US 281
 PO#26200374
 Previous PO#788634

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2026. ✓						
Work Authorization #2 - PS&E, Signal Design, Geotechnical Testing, Field Surveys and ROW Mapping for Phase II.						
13002-ROW Mapping	20,413.40 ✓	20,413.40 ✓		20,413.40 ✓	100.0	-
13020-ROW Map/SUB	38,500.00 ✓	38,500.00 ✓		38,500.00 ✓	100.0	-
15006-Field Surveys	52,491.60 ✓	52,491.60 ✓		52,491.60 ✓	100.0	-
15060-Field Surveys/SUB	99,783.00 ✓	99,783.00 ✓		99,783.00 ✓	100.0	-
16004-PS&E Development	1,474,666.00 ✓	1,474,666.00 ✓		1,474,666.00 ✓	100.0	-
16006-Plans to TxDOT	66,000.00 ✓	66,000.00 ✓		66,000.00 ✓	100.0	-
16202-Pavement Markings	16,847.45 ✓	16,847.45 ✓		16,847.45 ✓	100.0	-
16203-Signal/Illumination	30,288.30 ✓	30,288.30 ✓		30,288.30 ✓	100.0	-
16205-Signal Design	56,121.16 ✓	56,121.16 ✓		56,121.16 ✓	100.0	-
16220-Pavement Markings/SUB	55,152.54 ✓	55,152.54 ✓		55,152.54 ✓	100.0	-
16230-Signal Illuminatio/SUB	81,711.70 ✓	81,711.70 ✓		81,711.70 ✓	100.0	-
16250-Signal Design/SUB	170,878.85 ✓	170,878.85 ✓		170,878.85 ✓	100.0	-
33001-Geotech Testing	95,000.00 ✓	95,000.00 ✓		95,000.00 ✓	100.0	-
Sub Total	2,257,854.00 ✓	2,257,854.00 ✓	0.00	2,257,854.00 ✓		-
Supplemental #1 to Work Authorization #2 - To add Project Management to the Scope of Services						
15006-Field Surveys	-47,904.26 ✓	-47,904.26 ✓		-47,904.26 ✓	100.0	-
16403-Project Management	47,904.26 ✓	47,904.26 ✓		47,904.26 ✓	100.0	-
Sub Total	0.00 ✓	0.00 ✓	0.00	0.00 ✓		-
Supplemental #2 to Work Authorization #2 - To Reallocate funds from Illumination Design to Temporary Traffic Signal Design						
16203-Signal/Illumination	-16,658.56 ✓	-16,658.56 ✓		-16,658.56 ✓	100.0	-
16230-Signal Illuminatio/SUB	-72,602.49 ✓	-72,602.49 ✓		-72,602.49 ✓	100.0	-
16206-Temporary Signal Design	16,658.56 ✓	16,658.56 ✓		16,658.56 ✓	100.0	-
16260-Temporary Signal Desig/SUB	72,602.49 ✓	72,602.49 ✓		72,602.49 ✓	100.0	-
Sub Total	0.00 ✓	0.00 ✓	0.00	0.00 ✓		-
Supplemental #3 to Work Authorization #2 - To update PS&E related to the Traffic Signal and Pavement Markings at Intersection of SH 107 (University Drive) and 10th Ave.						
16007-Update Estimate & Quantity Sheets	8,676.78 ✓	4,338.39 ✓	2,169.20 ✓	6,507.59 ✓	75.0	2,169.19 ✓
16008-Update Traffic Control Sheets	20,630.70 ✓	10,315.35 ✓	5,157.68 ✓	15,473.03 ✓	75.0	5,157.67 ✓
16009-Update Plan & Profile Sheets	9,050.34 ✓	4,525.17 ✓	2,262.59 ✓	6,787.76 ✓	75.0	2,262.58 ✓
16010-Update Intersection Layout	7,861.74 ✓	3,930.87 ✓	1,965.44 ✓	5,896.31 ✓	75.0	1,965.43 ✓
16011-Update Signing Sheets	3,271.48 ✓	1,635.74 ✓	817.87 ✓	2,453.61 ✓	75.0	817.87 ✓
16012-Coordinate with HDR and ETSI	19,045.90 ✓	9,522.95 ✓	4,761.48 ✓	14,284.43 ✓	75.0	4,761.47 ✓
16013-Coordinate with City of Edinburg	9,854.06 ✓	4,927.03 ✓	2,463.52 ✓	7,390.55 ✓	75.0	2,463.51 ✓
160140-Update PS&E/SUB	36,585.99 ✓	18,293.00 ✓	7,317.19 ✓	25,610.19 ✓	70.0	10,975.80 ✓
16403-Project Management	12,225.60 ✓	6,112.80 ✓	3,056.40 ✓	9,169.20 ✓	75.0	3,056.40 ✓
Sub Total	127,202.59 ✓	63,601.30 ✓	29,971.37 ✓	93,572.67 ✓		33,629.92 ✓
TOTAL:	2,385,056.59 ✓	2,321,455.30 ✓	29,971.37 ✓	2,351,426.67 ✓	98.6	33,629.92 ✓

ORIGINAL CONTRACT SUM \$ 2,257,854.00 ✓
 CHANGE BY CHANGE ORDER \$ 0.00 ✓
 CONTRACT SUM TO DATE \$ 2,257,854.00 ✓
 TOTAL COMPLETED TO DATE \$ 2,351,426.67 ✓
 LESS PREVIOUS INVOICES \$ 2,321,455.30 ✓
CURRENT PAYMENT DUE \$ 29,971.37 ✓

PROJECT MANAGER'S SIGNATURE



L&G Consulting Engineers, Inc.

July 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: SH 107/Bus 281 Intersection & Drainage Improvements (Limits: At Courthouse Square & Outfall) – WA #2 PO#26200374 – (Previous PO#788634)
L&G Project#161502**

Dear Commissioner Cantu:

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 June 2026.

The attached is the following:

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

Work Authorization #2 – PS&E, Signal Design, Geotechnical Testing, Field Surveys and ROW Mapping for Phase II

		% Complete
FC 13002 ~ ROW MAP		
This task is complete.	L&G	100% ✓
FC 13020 ~ ROW MAP / SUB		
This task is complete.	ROWSS	100% ✓
FC 15006 ~ FIELD SURVEYS		
This task is complete.	L&G	100% ✓
FC 15060 ~ FIELD SURVEYS / SUB		
This task is complete	ROWSS	100% ✓
FC 16004 ~ PS&E DEVELOPMENT		
This task is complete.	L&G	100% ✓

FC 16006 ~ PLANS SUBMITTED TO TxDOT		
This task is complete.	L&G	100% ✓
FC 16202 ~ PAVEMENT MARKINGS		
This task is complete.	L&G	100% ✓
FC 16203 ~ SIGNAL / ILLUMINATION		
This task is complete.	L&G	100% ✓
FC 16205 ~ SIGNAL DESIGN		
This task is complete.	L&G	100% ✓
FC 16220 ~ PAVEMENT MARKINGS / SUB		
This task is complete.	ETSI	100% ✓
FC 16230 ~ SIGNAL / ILLUMINATION / SUB		
This task is complete.	ETSI	100% ✓
FC 16250 ~ SIGNAL DESIGN		
This task is complete.	ETSI	100% ✓
FC 33001 ~ GEOTECHNICAL TESTING		
This task is complete.	L&G	100% ✓

Supplemental #1 to Work Authorization #2 – To add Project Management to the Scope of Services

FC 15006 ~ FIELD SURVEYS		
This task is complete.	L&G	100% ✓
FC 16403 ~ PROJECT MANAGEMENT		
This task is complete.	L&G	100% ✓

Supplemental #2 to Work Authorization #2 – To Reallocate funds from Illumination Design to Temporary Traffic Signal Design.

FC 16203 ~ SIGNAL / ILLUMINATION		
This task has been reduced by Supplemental No. 2 to Work Authorization No. 2 which reallocates funds from Illumination to Temporary Signal Design. This task is complete.	L&G	100% ✓
FC 16230 ~ SIGNAL / ILLUMINATION / SUB		
This task has been reduced by Supplemental No. 2 to Work Authorization No. 2 which reallocates funds from Illumination to Temporary Signal Design. This task is complete.	ETSI	100% ✓

FC 16206 ~ TEMPORARY SIGNAL DESIGN		
L&G received ETSI's 100% Temporary traffic signal submittal. The 100% PS&E was submitted to TxDOT for their review. This task is complete.	L&G	100% ✓
FC 16260 ~ TEMPORARY SIGNAL DESIGN / SUB		
Temporary Signal Design layouts have been generated and have been submitted to L&G Engineering for inclusion into the 100% plan set submittal. This task is complete.	ETSI	100% ✓

Supplemental #3 to Work Authorization #2 – To update PS&E related to the Traffic Signal and Pavement Markings at Intersection of SH 107 (University Drive) and 10th Ave.

FC 16007 ~ UPDATE ESTIMATE & QUANTITY SHEETS		
Quantities have been updated based on the updates that have occurred due to the intersection modifications.	L&G	75% ✓
FC 16008 ~ UPDATE TRAFFIC CONTROL SHEETS		
Traffic control quantities have been finalized.	L&G	75% ✓
FC 16009 ~ UPDATE PLAN & PROFILE SHEETS		
Quantities have been calculated for the additional plan & profile sheets that were created.	L&G	75% ✓
FC 16010 ~ UPDATE INTERSECTION LAYOUT		
The intersection layouts were updated with new/updated spot elevations along the top of curb/face of curb throughout the intersections.	L&G	75% ✓
FC 16011 ~ UPDATE SIGNING SHEETS		
Additional signing layout sheets have been created. Existing signing layout sheets have been updated as well.	L&G	75% ✓
FC 16012 ~ COORDINATE WITH HDR AND ETSI		
Meetings were held between ETSI and L&G to discuss the interim traffic signal design. Worked with the County's consultant to ensure that the interim traffic signal will work within the future roadway footprint.	L&G	75% ✓
FC 16013 ~ COORDINATE WITH CITY OF EDINBURG		
Meetings were held between the City, County, and TxDOT to discuss the interim traffic signal design and the proposed final traffic signal position.	L&G	75% ✓
FC 160140 ~ UPDATE PLANS, SPECIFICATIONS AND COST ESTIMATES / SUB		
ETSI has been coordinating with the County, HDR, and L&G Engineering for the interim traffic signal design so that it will not conflict with the proposed SH 107 roadway, and the traffic signal poles will be at their final location for the SH 107 project. The permanent traffic signal and temporary traffic signal layouts have been updated with the County's interim traffic signal design as an existing signal once SH 107 construction begins. Pavement markings around the intersection have been updated to conform to the new traffic movements at this intersection. Comments from TxDOT are being integrated into the final design.	ETSI	70% ✓

FC 16403 ~ PROJECT MANAGEMENT		
L&G is coordinating with the County, City, HDR, and ETSI to complete the updates to the intersection and side streets.	L&G	75% ✓

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

Sincerely,



for Armando J. Sandoval, P.E.
Project Manager

ETSI GROUP LLC

5300 Hollister, Suite 220

Houston, Texas 77040

Tel. (713) 956-9601

Fax (713) 956-9667

TAX ID: 76-0583436

INVOICE

INVOICE NUMBER: G2018-11C-8

INVOICE DATE: 6/30/2026

FOR SERVICES PROVIDED FROM: 6/1/2026

TO: 6/30/2026

PROJECT NAME:

TO:

Mr. Jacinto Garza, P.E.

President

L & G Engineering

2100 W. Expressway 83

Mercedes, Texas 78570

BUS 281/SH107 RDWY & DRAINAGE
SIGNAL & MARKINGS DESIGN UPDATE
SH 107 AT 10TH AVENUE
EDINBURG, HIDALGO COUNTY, TX

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMOUNT EARNED
A	General Notes	70.00	\$10,026.88	\$7,018.82
B	Basis of Estimate	70.00	\$16,830.62	\$11,781.43
C	Condition Diagram	70.00	\$1,909.85	\$1,336.90
D	Proposed Signal Plan Layout	70.00	\$7,818.64	\$5,473.05
Total		70.00%	\$36,585.99	\$25,610.19
Amount Invoiced Previously				\$18,293.00
Total Due this Invoice				\$7,317.19

PLEASE MAKE CHECKS PAYABLE TO:

ETSI GROUP LLC

Attn: Harry Simeonidis

P.O. Box 550344

Houston, TX 77255-0344

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU

**PROGRESS REPORT AS OF 6-30-2026
SIGNALS AND MARKINGS DESIGN UPDATE
INTERSECTION AT SH 107 AND 10TH AVENUE
IN THE VICINITY OF THE PROPOSED
HIDALGO COUNTY COURT HOUSE IN EDINBURG, TEXAS**

SIGNAL DESIGN LIMITS

- SH 107 (University Drive) @ 10th Avenue: Permanent and Temporary Signal Design Update; Pavement Markings Design Update

-

TASK A – Pavement Markings Update (70% Complete)

- In progress

TASK B – Permanent and Temporary Signals Update (70% Complete)

- In progress

TASK C – Coordination and Meetings (70% Complete)

- In progress

TASK D – Submittals (70% Complete)

- In progress

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	2025												2026											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
AGREEMENTS																													
Utility AFA City of Edinburg & TxDOT (Executed)	TxDOT																												
Donation Agreement w/ TxDOT (Excecuted)	TxDOT																												
AFA for Outfall ROW w/ TxDOT	TxDOT																												
GENERAL																													
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																												
Phase I: Schematic & Environemntal																													
SCHEMATIC																													
Develop Schematic & TxDOT Approval (COMPLETED)	L&G																												
Public Meeting (COMPLETED)	L&G																												
ENVIRONMENTAL																													
D-13 CE (Completed)	TxDOT																												
Phase II: PS&E and ROW Acquisition Services																													
PS&E																													
Design Survey & SUE	L&G																												
Outfall Coordination with HCDD #1	L&G																												
Pavement Design	TxDOT																												
Change Order Plan Set (Submitted 3-2021)	L&G																												
30% PS&E Completion (Submitted 3-02-2021)	L&G																												
60% PS&E Completion (Submitted 6-15-2022)	L&G																												
90% PS&E Completion (Submitted 01-19-2023)	L&G																												
95% PS&E Completion (Submitted 11-25-2023 & 12-20-2024)	L&G																												
100% PS&E Completion (Submitted)	L&G																												
TxDOT Plan Set Approval	TxDOT																												
UTILITY ADJUSTMENT																													
Permitted Utility Adjustments	L&G																												
ROW Map																													
Prepare ROW Map (Corner Clips & Outfall)	L&G																												
TXDOT Review & ROWIS Programming	TxDOT																												
ROW Acquisition (Est. 12 Parcels)																													
Release of ROW Acquisition	TxDOT																												
Project Administration	L&G																												
ROW Acquisition (Complete)	County																												
Phase III: Construction																													
Receive Bids for Construction MPO FY 2027	TxDOT																												
Construction Duration (Est. 20-24 Months)	TxDOT																												



TxDOT & City executed the Utility AFA. (March 2025)



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 **26200374**

Purchase Order Date 02/02/2026

Department PRECINCT 2

Required By 01/14/2026

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	26001449	Elizabeth Alvarez	Elizabeth Alvarez	

NOTES

BUS 281/SH107 RD & DRAIN IMPROV PRJ-ENGINEERING SE

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

One or more Purchase Orders have failed to print via the automatic Print PO sitting. Please check for TCM errors or other issues.

WORK AUTHORIZATION NO. 2 APPROVED BY CC 8/21/18 AI#66211

C-16-199-07-19 EXPIRES

BUS 281/SH107 ROAD AND DRAINAGE IMPROVEMENT PROJECT

ORIGINAL PO#788634

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

SAM.GOV: CHMUBEM7YX48

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WORK AUTHORIZATION NO 2 TO PROVIDE ENGINEERING SERVICES REQUIRED FOR THE PREPARATION OF THE PS&E, FIELD SURVEYS, AND ROW MAP ASSOCIATED WITH THE BUS 281/ SH 107 ROADWAY AND DRAINAGE IMPROVEMENT PROJECT GL #: 1315-31-122-000-0000-508410- \$19,263.07 Project # : E-1220015000-INELG REIM-ENGINEER -AID TO GOV	1.0000	EACH	\$19,263.0700	\$19,263.07

VENDOR NOTES:

1. Do not add to, or alter this Purchase Order. This Order is not renewable.

2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.

3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.

4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.

5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.


Authorized By

Total Ext. Price

\$19,263.07

Purchase Order Total**\$19,263.07**

Purchasing Copy

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, stoning, 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 ab initio 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.