

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** to be performed by County. Engineer agrees to provide to County the work described in Exhibit "B", to be performed by the Engineer (the "Services").

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request the Services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement if County exercises its right to obtain the Services from any entity other than the Engineer.

3. Term. This Agreement is for a period of **one (1) year**, effective **July 12, 2016**, and will expire **July 12, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County by a "Work Authorization" the form of which is attached hereto as Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each Work Authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and

records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including but not limited to:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the

County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer

fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the

attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services**
Attn: Daniel Campos, P.E.- Vice President
207 E. Magnolia Ave.
La Feria, Texas 78559

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

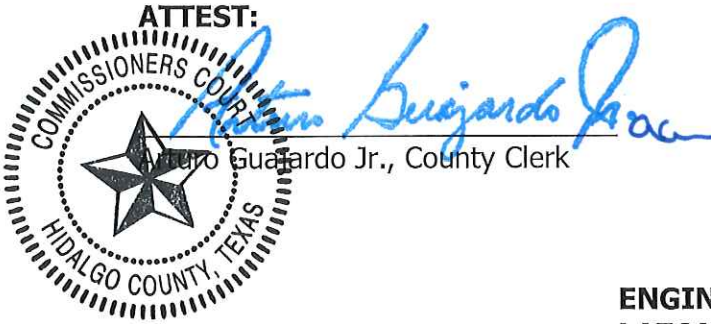
30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge



APPROVED BY
COMMISSIONERS' COURT
ON: 7/6/16

ENGINEER:
LAZCAMREA, LLC d/b/a:
Fulcrum Consulting Services

By: Dan Campos, P.E.
Printed Name Dan Campos,
Title: P.E., Vice President

Approved by Commissioners' Court on: July 6, 2016.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain
Stephen L. Crain, Attorney

- ATTACHMENTS:**
- EXHIBIT A** -Scope of Services to be provided by the County
 - EXHIBIT B** -Scope of Services to be provided by the Engineer
 - EXHIBIT C** -Engineer's Rates
 - EXHIBIT D** -Work Authorization Form
 - EXHIBIT E** -Supplemental Agreement Form
 - EXHIBIT F** -Certificates of Insurance

EXHIBIT A

Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

EXHIBIT B

-Scope of Services to be provided by the Engineer



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CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Edcouch
2015 Park Recreational Facility Improvement Project
Scope of Services

The scope involves replacement of deteriorated park equipment caused by weathering and aging and improvements to Bell City Park located along Industrial Street between Crenshaw Street and Adkins Avenue. Bell City Park improvements consist of adding restroom facilities, parking lot expansion and overlay of the existing parking as well parking lot stripping. Approximately 500 ft. of 5 ft. wide concrete sidewalk and approximately 1,142 ft. of 6 ft. wide walking asphalt trail is being planned including sand volley ball court and rehabilitation of the existing basketball court.

Fulcrum Consulting Services scope of work will include the following engineering, planning and design work:

- Design of the restroom facilities
- Engineer the extension of water and sewer service to the restroom facility
- Design of the parking lot expansion and overlay of existing parking lot which will include geotechnical services needed for subgrade prep work
- Design of the sidewalk walking path, volley ball court and asphalt walking trail
- Planning for the rehabilitation of the existing basketball court.

In addition to design phase services, Fulcrum Consulting Services scope of work will also include material testing during construction. Our office proposes to convey these improvements to Bell City Park into a set of contract documents, construction plans and specifications.



EXHIBIT C
-Engineer Contract Rates



FULCRUM

CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Edcouch
Professional Engineering, Geotechnical and Construction Material Testing
Fee-breakdown
2015 Park Recreational Facility Improvement Project
Prepared by:

SCOPE OF SERVICES

Preliminary design	\$ 2,385.00
Design	\$ 9,540.00
Construction Administration	\$ 3,975.00
Geotechnical Engineering	\$ 2,400.00
Construction Material Testing	\$ 3,500.00
Total:	\$21,800.00

Should you have any questions or need additional information please feel free to contact our office at 956-797-3411.

Thank you,

George E. Lazaro, P.E.
Fulcrum Consulting Services



CITY OF EDCOUCH

Project Name: 2015 Park Recreational Facility Improvement Project

Planning & Engineering							
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.
101 - Project Administration	10	3	4	1	2	0	2
101 - Field Work & Design Criteria	5	9	9	9	11	13	5
101 - Final Design	10	9	10	10	10	13	5
101 - Construction	0	6	0	4	0	4	10
TOTAL HOURS	25	27	23	24	23	30	22
BILLING RATE	\$150.00	\$140.00	\$110.00	\$65.00	\$60.00	\$60.00	\$50.00
SUBTOTAL - LABOR COST	\$3,750.00	\$3,780.00	\$2,530.00	\$1,560.00	\$1,380.00	\$1,800.00	\$1,100.00
TOTAL ENGINEERING							\$15,900.00

Geotechnical Engineering (Design Phase)						
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.	
101 - Project Administration	0	0	0	0	2	
101 - Field Work & Design Criteria	0	4	0	22	0	
101 - Final Design	2	0	8	0	0	
101 - Construction	0	0	0	0	0	
TOTAL HOURS	2	4	8	22	2	
BILLING RATE	\$135.00	\$110.00	\$95.00	\$40.00	\$25.00	
SUBTOTAL - LABOR COST	\$270.00	\$440.00	\$760.00	\$880.00	\$50.00	
TOTAL ENGINEERING						\$2,400.00

Construction Phase Material Testing						
	Principal	Project Engineer	Technician	Admin. Assist.		
101 - Project Administration	0	0	0	3		
101 - Field Work & Design Criteria	6	6	0	0		
101 - Final Design	0	0	0	0		
101 - Construction	3	6	26	0		
TOTAL HOURS	9	12	26	3		
BILLING RATE	\$135.00	\$95.00	\$40.00	\$35.00		
SUBTOTAL - LABOR COST	\$1,215.00	\$1,140.00	\$1,040.00	\$105.00		
TOTAL ENGINEERING						\$3,500.00

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY Professional Construction Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, LAZCAMREA, LLC d/b/a: Fulcrum Consulting Services professional engineers of La Feria, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Engineering Services**.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (cc approval date) _____ as indicated below and effective as of _____ day of _____, 201__.

**THE OWNER:
HIDALGO COUNTY**

ATTEST:

By: Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

THE ENGINEER:

**Fulcrum Consulting Services
LAZCAMREA, LLC d/b/a:**

By: Dan Campos, P.E. - Vice President

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE OWNER:
HIDALGO COUNTY**

ATTEST:

By: Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

THE ENGINEER:

**Fulcrum Consulting Services
LAZCAMREA, LLC d/b/a:**

By: Dan Campos, P.E. - Vice President

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance