

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 25th day of July, 2017 by and between HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program (“County”) and LAZCAMREA, LLC dba Fulcrum Consulting Services of La Feria, a Texas Corporation (“Engineer”).

WITNESSETH:

WHEREAS, the County is responsible for procuring “Engineering Services” for projects with HIDALGO COUNTY URBAN COUNTY PROGRAM (the “Services”);

WHEREAS, the County has determined that the services of professional engineers is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications (SOQ’s) from professional engineers to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the “Engineer” from the “Pool” of pre-qualified engineering firms from response to the Request for Qualifications (RFQ) to provide the Services for the **City of La Villa – Water/Sewer Improvements Project**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit “A”** attached hereto and entitled “Services to be performed by County.” Engineer agrees to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

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

3. Term. This Agreement is for a period of **one (1) year**, effective **July 25, 2017**, and will expire **July 25, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in 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," "Engineer's 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:

- 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 dba Fulcrum Consulting Services**
Attn: Dan Campos P.E.,
207 E. Magnolia Ave.
La Feria, Texas 78599

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. Execution 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 heirs, executors, administrators, legal representatives, 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, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 25, 2017

ENGINEER:
LAZCAMREA, LLC dba Fulcrum Consulting Services

By: _____

Printed Name Dan Campos

Title: P.E. – Vice President

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

By: Stephen L. Crain, Attorney
On this: _____

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

-Scope of 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

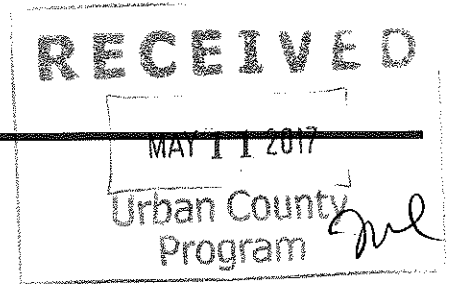
-Scope of Services to be provided by the Engineer



FULCRUM

CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS



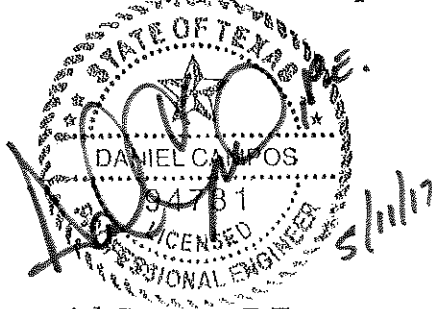
City of La Villa 200,000 Gallon Elevated Storage Tank Scope of Services

The scope of work for the project involves the construction of a new all steel pedestal elevated water storage tank. The 200,000 gallon elevated tank is needed to ensure reliable water pressure to the residents of La Villa.

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

- Design of the elevated tank and meter house.
- Engineer the extension of water facilities to the elevated tank.

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



Daniel Campos, P.E.
Fulcrum Consulting Services
F-12369

EXHIBIT C
-Engineer Contract Rates

Planning & Engineering	
Classification	Billing Rate
Principal	\$150.00
Project Engineer	\$140.00
Design Engineer	\$110.00
Engineering Technician	\$65.00
CAD Tech.	\$60.00
Admin.	\$50.00
Geotechnical Engineering	
	Billing Rate
Principal	\$135.00
Drilling Sub.	\$110.00
Project Engineer	\$95.00
Technician	\$40.00
Admin. Assist.	\$25.00
Construction Phase Material Testing	
	Billing Rate
Technician	\$40.00
Principal	\$135.00
Project Engineer	\$95.00
Admin. Assist.	\$35.00

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

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, _____
_____ professional engineers of _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Professional 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. 1 shall be funded through funding source:

Account No. _____

Purchase Order 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. 1** .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____.

ATTEST:

Arturo Guajardo Jr., County Clerk

**THE OWNER:
HIDALGO COUNTY**

By: Ramon Garcia, County Judge

THE ENGINEER:

By: Dan Campos, P.E – Vice President

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 ENGINEER:
LAZCAMREA, LLC dba Fulcrum Consulting Services

THE OWNER:
HIDALGO COUNTY

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

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ANGEL G ALEMAN 101 S MAIN ST LA FERIA, TX 78559	CONTACT NAME: ANGEL ALEMAN/ CYNTHIA SALINAS PHONE (A/C, No, Ex): 956-797-2881 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED LAZ CAMREA, LLC DBA FULCRUM CONSULTING SERVICES 207 EAST MAGNOLIA AVE LA FERIA, TX 78559	INSURER A: State Farm Lloyds Insurance Company	
	INSURER B: State Farm Mutual Insurance Company	
	INSURER C: Texas Mutual Insurance Company	
	INSURER D: State Farm Fire and Casualty Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-B4-W575-5	08/12/2016	08/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			200 3651-F27-53B	06/27/2017	12/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	SBP-001240295-20130713	08/13/2016	08/13/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHITECTS AND ENGINEERS PROFESSIONAL LIA INS POLICY			PS0000004408901	08/30/2016	08/30/2017	LIMIT OF LIA PER 1,000,000 TOTAL LIMIT OF LIA 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER URBAN COUNTY PROGRAM 427 E DURANTE STE 107 ALAMO, TX 78516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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List of Vehicles

Vehicle	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
1	2015 CHEVROLET SILVERADO	1GCRCPEH6FZ323365	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Pickup, Vehicle Use: Other Business Use, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 50 miles, Annual Distance Driven: 10000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>
2	2015 CHEVROLET SILVERADO	1GC1KVEG7FF550304	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Pickup, Vehicle Use: Business Use - Sales calls, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 100 miles, Annual Distance Driven: 15000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>

Vehicle	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
3	2008 FORD E150	1FTNE14W08DB52831	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Sport/Passenger Van, Vehicle Use: Service/Contractors, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 25 miles, Annual Distance Driven: 6000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>
4	2016 CHEVROLET 1500	3GCUKREC1FG186462	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Pickup, Vehicle Use: Other Business Use, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 50 miles, Annual Distance Driven: 30000 miles, Gross Vehicle Weight, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>

Vehicle	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
3	2012 CHEVROLET SUBURBAN	1GN5CJE05CR241185	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Sport Wagon, Vehicle Use: Service/Contractors, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 200 miles, Annual Distance Driven: 5000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>
4	2015 CHEVROLET TAHOE	1GN5CBKC7FR705666	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Sport Wagon, Vehicle Use: Service/Contractors, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 100 miles, Annual Distance Driven: 8000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2016 JEEP WRANGLER	1C4BJWEG8GL250867	<i>For this commercial vehicle, contact your agent for a full review of drivers.</i>	<i>Vehicle Body Type: Sport Wagon, Vehicle Use: Business Use - Sales calls, Business Description: Office Professional - Accounting, Consulting, Legal, Engineering, Radius of Operation: 50 miles, Annual Distance Driven: 20000 miles, Manufacturer's Suggested Retail Price, Year Business established: 2012</i>

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

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 dba 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 **Professional 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 **\$ 76,040.00**. 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 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 5013/14-45-0310-5000-4500

Purchase Order 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. 1 .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 11, 2017 as indicated below and effective as of July 25, 2017 .

ATTEST:

**THE OWNER:
HIDALGO COUNTY**

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia, County Judge

THE ENGINEER:

By: Dan Campos, P.E – Vice President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: _____
Stephen L. Crain, Attorney
On this: _____

CITY OF LA VILLA

Project Name: Water Improvements (200,000 Gal. Elevated Storage Tank Project)

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	37	27	27	26	31	0	25			
101 - Field Work & Design Criteria	28	29	34	30	30	35	29			
101 - Final Design	32	27	39	36	32	37	31			
101 - Construction	0	27	0	22	28	25	27			
TOTAL HOURS	97	110	100	114	121	97	112			
BILLING RATE	\$150.00	\$140.00	\$110.00	\$65.00	\$60.00	\$60.00	\$50.00			
SUBTOTAL - LABOR COST	\$14,550.00	\$15,400.00	\$11,000.00	\$7,410.00	\$7,260.00	\$5,820.00	\$5,600.00			
TOTAL ENGINEERING										\$67,040.00

Geotechnical Engineering (Design Phase)						
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.	
101 - Project Administration	0	0	0	0	20	
101 - Field Work & Design Criteria	0	12	0	24	0	
101 - Final Design	11	0	13	0	0	
101 - Construction	0	0	0	0	0	
TOTAL HOURS	11	12	13	24	20	
BILLING RATE	\$135.00	\$110.00	\$95.00	\$40.00	\$25.00	
SUBTOTAL - LABOR COST	\$1,485.00	\$1,320.00	\$1,235.00	\$960.00	\$500.00	
TOTAL ENGINEERING						\$5,500.00

Construction Phase Material Testing						
	Technician	Principal	Project Engineer	Admin. Assist.		
101 - Project Administration	0	0	0	7		
101 - Field Work & Design Criteria	0	3	9	0		
101 - Final Design	0	0	0	0		
101 - Construction	14	5	8	0		
TOTAL HOURS	14	8	17	7		
BILLING RATE	\$40.00	\$135.00	\$95.00	\$35.00		
SUBTOTAL - LABOR COST	\$560.00	\$1,080.00	\$1,615.00	\$245.00		
TOTAL ENGINEERING						\$3,500.00



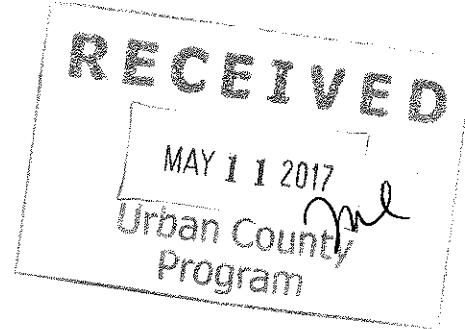
FULCRUM

CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

May 1, 2017

Mrs. Monica Leal
UCP Project Coordinator
City of Edcouch
427 E. Duranta, Suite 107
Alamo, TX 78516



Re: City of La Villa – 200,000 Gal. Elevated Storage Tank Project
UCP - Best & Final Offer

Mrs. Leal,

Our best and final offer for Engineering Services for this project is \$76,040.00. Our scope of services for this project includes basic engineering, design geotechnical services and construction materials testing. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,
Fulcrum Consulting Services

Daniel Campos, P.E.

XC: Mr. Arnie Amaro – City Administrator, City of La Villa, Tx.
Fulcrum Consulting Services – Office File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2017-155066

Date Filed:
 01/17/2017

Date Acknowledged:
 05/12/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAZCAMREA, LLC DBA Fulcrum Consulting Services
 Harlingen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5014-45-0310-5000-4500
 Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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 Urban County Program

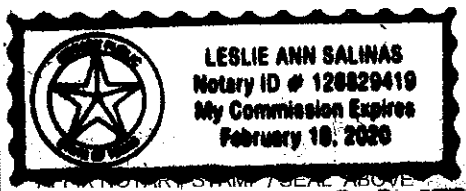
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 5014-45-0310-5000-4500
 Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Leslie Ann Salinas
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Daniel Campos, this the 17th day of January, 2017, to certify which, witness my hand and seal of office.

[Signature] Daniel Campos Senior Project Manager
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Mail Address Book Calendar Tasks Briefcase Preferences Search RE: Professiona

Close Reply Reply to All Forward Delete Spam Actions

RE: Professional Services Agreement

From: [Steve Crain](#)

To: [Monica Leal](#)

The agreement is OK however some of the insurance policies will soon expire.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]

Sent: Wednesday, July 05, 2017 12:02 PM

To: Steve Crain <scrain@atlashall.com>

Subject: Re: Professional Services Agreement

I'm sorry. Please see attachment.

Monica Leal

From: "Steve Crain" <scrain@atlashall.com>

To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>

Sent: Wednesday, July 5, 2017 11:59:48 AM

Subject: RE: Professional Services Agreement

Your attachment is not the agreement.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]

Sent: Wednesday, July 05, 2017 11:14 AM

To: Steve Crain <scrain@atlashall.com>

Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio@co.hidalgo.tx.us>

Subject: Re: Professional Services Agreement

Good morning Mr. Crain,

Attached is the agreement with the list of scheduled autos also included.

Thank you,

Monica Leal

From: "Steve Crain" <scrain@atlashall.com>

To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>

Sent: Monday, July 3, 2017 4:13:55 PM