

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made effective the 29th of January, 2019 by and between **HIDALGO COUNTY, TEXAS**, acting by and through its **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 “Service”);

**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 Service;

**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 Progreso – Street Improvements**

**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”, the “Servicer”.

**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 **January 29, 2019**, and will expire **January 28, 2020** 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.  
PO Box 530540  
Harlingen, TX 78553

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: January 29, 2019

**ENGINEER:**  
**LAZCAMREA, LLC dba Fulcrum Consulting Services**

By: \_\_\_\_\_

Printed Name Dan Campos

Title: P.E.

**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

See attachment



"Exhibit B"  
**FULCRUM**  
CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

City of Progreso  
Street Improvement Project  
Project No. 5018-65-0311-5000-6500-UCP-ML  
Scope of Services

The scope involves restoration of deteriorated asphalt pavement caused by weathering and aging and structural failure caused by traffic loading. The following restoration measures are being proposed for the treatment of these City streets: milling and removal of deterioration and complete street reconstruction. Included in the scope of services, is geotechnical analysis required during the design phase for surfaces requiring reconstruction and construction materials testing required during the construction phase.

A comprehensive evaluation using data collected and an assessment completed based on road characteristics such as; roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Using the assessment, a cost effective strategy for street restoration was developed.

Our office proposes to convey these strategies into a set of contract documents for street improvements to Malone Street. The limits of the street improvement project will be from the intersection of Malone Street and FM1015 to the intersection of Malone Street and Mills Street.

Total project cost of the above described improvements is estimated to be \$288,690.00. Our office estimates that the improvements will require approximately 120 days to complete the above described work.

By: Daniel Campos, P.E.  
Fulcrum Consulting Services  
Firm No. 12369



**EXHIBIT C**  
**-Engineer Contract Rates**

**HOURLY RATES**

**Planning and Engineering**

Principal	\$150.00
Project Engineer	\$140.00
Design Engineer	\$110.00
Engineering Technician	\$ 65.00
CAD Tech.	\$ 60.00
Administrative Assistant	\$ 50.00

**Geotechnical Engineering (Design Phase)**

Principal	\$135.00
Drilling Sub.	\$110.00
Project Engineer	\$ 95.00
Technician	\$ 40.00
Administrative Assistant	\$ 25.00

**Construction Phase Material Testing**

Technician	\$ 40.00
Principal	\$135.00
Project Engineer	\$ 95.00
Administrative Assistant	\$ 35.00

**CITY OF PROGRESO**  
 Project Name: Street Improvement Project (Malone Street)

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	12	9	11	7	0	11	7	0		7
101 - Field Work & Design Criteria	10	11	15	11	16	10	9	16		9
101 - Final Design	14	10	20	15	18	13	13	18		13
101 - Construction	0	11	0	3	8	9	8	8		8
<b>TOTAL HOURS</b>	<b>36</b>	<b>41</b>	<b>46</b>	<b>36</b>	<b>42</b>	<b>43</b>	<b>37</b>	<b>42</b>		<b>37</b>
<b>BILLING RATE</b>	<b>\$150.00</b>	<b>\$140.00</b>	<b>\$110.00</b>	<b>\$65.00</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$50.00</b>	<b>\$60.00</b>		<b>\$50.00</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$5,400.00</b>	<b>\$5,740.00</b>	<b>\$5,060.00</b>	<b>\$2,340.00</b>	<b>\$2,520.00</b>	<b>\$2,580.00</b>	<b>\$1,850.00</b>	<b>\$2,520.00</b>		<b>\$1,850.00</b>
<b>TOTAL ENGINEERING</b>										<b>\$25,490.00</b>

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
<b>TOTAL HOURS</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>24</b>	<b>20</b>
<b>BILLING RATE</b>	<b>\$135.00</b>	<b>\$110.00</b>	<b>\$95.00</b>	<b>\$40.00</b>	<b>\$25.00</b>
<b>SUBTOTAL - LABOR COST</b>	<b>\$1,485.00</b>	<b>\$1,320.00</b>	<b>\$1,235.00</b>	<b>\$960.00</b>	<b>\$500.00</b>
<b>TOTAL ENGINEERING</b>					<b>\$5,500.00</b>

Construction Phase Material Testing					
	Technician	Principal	Project Engineer	Admin. Assist.	
101 - Project Administration	0	0	0	9	
101 - Field Work & Design Criteria	0	2	7	0	
101 - Final Design	0	0	0	0	
101 - Construction	12	3	7	0	
<b>TOTAL HOURS</b>	<b>12</b>	<b>5</b>	<b>14</b>	<b>9</b>	
<b>BILLING RATE</b>	<b>\$40.00</b>	<b>\$135.00</b>	<b>\$95.00</b>	<b>\$35.00</b>	
<b>SUBTOTAL - LABOR COST</b>	<b>\$480.00</b>	<b>\$675.00</b>	<b>\$1,330.00</b>	<b>\$315.00</b>	
<b>TOTAL ENGINEERING</b>					<b>\$2,800.00</b>

**EXHIBIT D**  
-Work Authorization Form

**HIDALGO COUNTY**  
**Professional Engineering 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, \_\_\_\_\_  
\_\_\_\_\_ 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. \_\_\_\_.

**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:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

\_\_\_\_\_  
By: Richard Cortez, County Judge

**THE ENGINEER:**

\_\_\_\_\_  
By: Dan Campos, P.E



**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 ENGINEER:**  
**LAZCAMREA, LLC dba Fulcrum Consulting Services**

**THE OWNER:**  
**HIDALGO COUNTY**

\_\_\_\_\_  
By: Dan Campos, P.E

\_\_\_\_\_  
By: Richard Cortez, 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)  
01/15/2019

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).

<b>PRODUCER</b> State Farm STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	<b>CONTACT NAME</b> OMAR RIVERA
	<b>PHONE (AC, Nr, Ext)</b> 956-683-9800
<b>INSURED</b> LAZCAMPEA LLC DBA: FULCRUM CONSULTING SERVICE	<b>FAX (AC, NR)</b> 956-683-9810
	<b>E-MAIL ADDRESS</b> OMAR.RIVERA.KOTN@STATEFARM.COM
<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: TEXAS MUTUAL	
INSURER B: INSURER C: INSURER D: 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	ADDITIONAL COVER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	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"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (RR VERSION) \$ MED EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/CP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS-MOW	Y/N	N/A	0001274829	08/21/2018 - 08/21/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  URBAN COUNTY	<b>CANCELLATION</b> 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 

# CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
11/06/2018

**PRODUCER AND THE NAMED INSURED**  
Prime Insurance Company

8722 S. Harrison St.  
Sandy, UT 84070  
(801) 304-5500

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

**INSURED**

Lazcamrea LLC

DBA: Fulcrum Consulting Services  
207 E Magnolia Ave  
La Feria, TX 78559

INSURER A: Prime Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"

### COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy 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. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> <b>Professional Liability</b> <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Exclude Products <input checked="" type="checkbox"/> Exclude Completed Operations	CC18110296	11/5/2018	11/5/2019	\$1,000,000 Policy Aggregate \$500,000 Per Act
<input type="checkbox"/> <b>Commercial Auto Liability</b> Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Drive Away				
<input type="checkbox"/> <b>Commercial Garage Liability</b> G.K.L.L. O.T.R.P.D. D.O.C. Cargo On Hook Employee Dishonesty Wrongful Repossession Claims Made Exclude Products Exclude Completed Operations				
<input type="checkbox"/> <b>Excess Liability</b> <input type="checkbox"/> Claims Made				

**OTHER**

**DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Coverage is limited to only insured activities or operations identified in the Policy. Engineers Firms: Per Person, Engineers - Consulting Engineers - Professional Liability.

**CERTIFICATE HOLDER**    
  **ADDITIONAL INSURED**    
  **LOSS PAYEE**

FOR PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Handwritten Signature*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2018

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 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).

<b>PRODUCER</b> Texas Security General Insurance Agency, LLC 18545 Sigma Rd Suite 101  San Antonio TX 78258		<b>CONTACT NAME:</b> Sallnas Insurance Agency <b>PHONE (A/C, No, Ext):</b> (956) 351-5819 <b>FAX (A/C, No):</b> (956) 351-5902 <b>E-MAIL ADDRESS:</b> rsallnas.insurance@yahoo.com	
<b>INSURED</b> Lazcamrea, LLC dba Fulcrum Consulting Services P.O. Box 530540  Harlingen TX 78553		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 12537

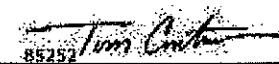
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:		USA4239055	11/02/2018	11/02/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

Lazcamrea, LLC dba Fulcrum Consulting Services P.O. Box 530540  Harlingen TX 78553	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  85252
---	--

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**GENERAL CHANGE ENDORSEMENT NO. 1**

EFFECTIVE DATE: 11/2/2018 ---12:01 AM

NAMED INSURED : Lazcamrea, LLC DBA Fulcrum Consulting Services  
POLICY NO : USA4239055

INSURER : RM0087--United Specialty Insurance Company

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY UNDERSTOOD AND  
AGREED THAT THE FOLLOWING CHANGES ARE MADE:

Correcting the Named Insured to read: Lazcamrea, LLC DBA Fulcrum Consulting Services

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

DATE OF ISSUE: 1/17/2019 1:55:28 PM/ TYLERH

Texas Security General Insurance Agency, LLC  
18545 Sigma Rd Suite 101  
San Antonio, TX 78258

BY: \_\_\_\_\_  


**Endorsement Key: 881099**



**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 **\$33,790.00**. 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. 5017-65-0311-5000-6500

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:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

\_\_\_\_\_  
By: Richard Cortez, County Judge

**THE ENGINEER:  
LAZCAMREA, LLC dba Fulcrum Consulting  
Services**

\_\_\_\_\_  
By: Dan Campos, P.E,

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



# FULCRUM

## CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

January 8, 2019

Mrs. Diana R. Serna  
Program Director  
Hidalgo County - Urban County Program  
427 E. Duranta Ave., Suite 107  
Alamo, TX 78516

Re: City of Progreso – Street Improvement Project (Malone Street)  
Project No. 5018-65-0311-5000-6500-UCP-ML  
Best & Final Offer

Mrs. Serna,

Our best and final offer for Engineering Services for this project is \$33,790.00. 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. Alfredo Espinosa – City Administrator, City of Progreso  
Fulcrum Consulting Services – Office File



"Exhibit B"  
**FULCRUM**  
CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

City of Progreso  
Street Improvement Project  
Project No. 5018-65-0311-5000-6500-UCP-ML  
Scope of Services

The scope involves restoration of deteriorated asphalt pavement caused by weathering and aging and structural failure caused by traffic loading. The following restoration measures are being proposed for the treatment of these City streets: milling and removal of deterioration and complete street reconstruction. Included in the scope of services, is geotechnical analysis required during the design phase for surfaces requiring reconstruction and construction materials testing required during the construction phase.

A comprehensive evaluation using data collected and an assessment completed based on road characteristics such as; roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Using the assessment, a cost effective strategy for street restoration was developed.

Our office proposes to convey these strategies into a set of contract documents for street improvements to Malone Street. The limits of the street improvement project will be from the intersection of Malone Street and FM1015 to the intersection of Malone Street and Mills Street.

Total project cost of the above described improvements is estimated to be \$288,690.00. Our office estimates that the improvements will require approximately 120 days to complete the above described work.

By: Daniel Campos, P.E.  
Fulcrum Consulting Services  
Firm No. 12369



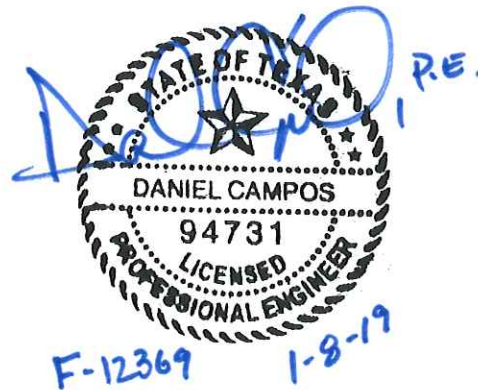
**City of Progreso**  
**Street Improvements - Project Number: 5018-65-0311-5000-6500**  
**Malone St. from Mills St. to FM1015**  
**Hidalgo County, Texas**

CONSTRUCTION ESTIMATE						
Street Name	Item	Description	Unit	Unit Price	Quantity	Total
	1	Mobilization/Demobilization	Each	\$12,000.00	1	\$12,000.00
	2	Traffic Control	Each	\$10,000.00	1	\$10,000.00
Malone	3	Prime Coat (MC-30) (0.2 GAL/S.Y.)	GAL.	\$10.00	1860	\$18,600.00
Malone	4	2" HMAC Pavement, Type D	S.Y.	\$13.00	9,300	\$120,900.00
Malone	5	6" Base Scarify and Compaction w/lime	S.Y.	\$7.00	9,300	\$65,100.00
Malone	6	Steet Stripping	L.F.	\$2.50	4,000	\$10,000.00
Malone	7	Manhole Adjustment & 3' x 3'x 6" Concrete Collar	Each	\$1,400.00	8	\$11,200.00
Malone	8	3' Wide Valley Gutter @ Int. of Mills and Palm Ave.	L.F.	\$65.00	60	\$3,900.00
Malone	9	Reinforced Concrete Aprons	S.Y.	\$320.00	10	\$3,200.00
					<b>Subtotal:</b>	<b>\$254,900.00</b>
ENGINEERING						
	10	Basic Engineering (10%)				\$25,490.00
	11	Geotechnical Engineering ( Design)				\$5,500.00
	12	Materials Testing				\$2,800.00
					<b>Subtotal:</b>	<b>\$33,790.00</b>

Total Project Cost: \$288,690.00

**Notes:**

Mills Street : Reconstruction limits from the intersection of Mills Street and Malone Street east approximately 1,985 L.F. along Malone Street to the intersection of Malone and FM1015.



# 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

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

Fulcrum Consulting Services  
Harlingen, TX United States

Certificate Number:  
2019-437524

Date Filed:  
01/03/2019

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

Hidalgo County - Urban County Program

Date Acknowledged:  
01/14/2019

**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.**

5018-65-0311-5000-6500  
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 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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:  
 2019-437524

Date Filed:  
 01/03/2019

Date Acknowledged:

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

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.**

Hidalgo County - 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.**

5018-65-0311-5000-6500  
 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.**

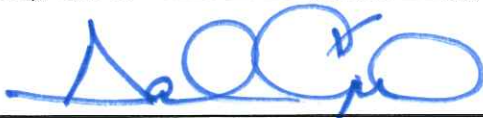
**6 UNSWORN DECLARATION**

My name is Daniel Campos, and my date of birth is 8/7/1969.

My address is 2114 E. 11th Street, Weslaco, Texas 78596, U.S.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 3rd day of January, 2019.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



- ⚠ **ALERT - June 11, 2018:** Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ **ALERT -** There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.

### Entity Dashboard

LAZCAMREA, LLC  
 DUNS: 069929571 CAGE Code: 888R0  
 Status: Active  
 Expiration Date: 01/07/2020  
 Purpose of Registration: All Awards

207 E MAGNOLIA AVE  
 LA FERIA, TX, 78559-5147,  
 UNITED STATES

▶ [Entity Overview](#)

▶ [Entity Registration](#)

▶ [Core Data](#)

▶ [Assertions](#)

▶ [Reps & Certs](#)

▶ [POCs](#)

▶ [Exclusions](#)

▶ [Active Exclusions](#)

▶ [Inactive Exclusions](#)

▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

#### Entity Overview

##### Entity Registration Summary

**Name:** LAZCAMREA, LLC  
**Doing Business As:** Fulcrum Consulting Services  
**Business Type:** Business or Organization  
**Last Updated By:** Leslie Salinas  
**Registration Status:** Active  
**Activation Date:** 01/11/2019  
**Expiration Date:** 01/07/2020

##### Exclusion Summary

**Active Exclusion Records?** No



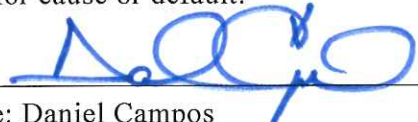
IBM-P-20181206-1708  
WWW7

- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

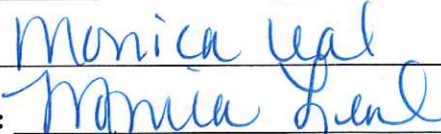
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Daniel Campos  
Title: Senior Project Manager  
DUNS No. : 069929571  
Telephone Number: 956-797-3411  
Date: 1/3/18

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

\*\*\*\*\*UCP STAFF ONLY\*\*\*\*\*

**VERIFICATION**

DATE VERIFIED ON SAM: 1/14/18  
HAS ACTIVE EXCLUSIONS? YES  NO  
UCP COORDINATOR NAME: Monica Leal  
UCP COORDINATOR SIGNATURE: 

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>LAZCAMREA, LLC.</b></p> <p>2 Business name/disregarded entity name, if different from above <b>Fulcrum Consulting Services</b></p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b></p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 530540</b></p> <p>6 City, state, and ZIP code <b>Harlingen, Texas 78553</b></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	5		5	1	0	5	9	2	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ <b>1-4-19</b></p>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CITIES/PRECINCTS OUTSTANDING BALANCES  
AS OF DECEMBER 31, 2018**

<b>CITY OF PROGRESO</b>	<b>ACCOUNT</b>	<b>ENCUMBERED BALANCE</b>	<b>BUDGET BALANCE</b>	<b>GRAND TOTAL</b>
CDBG 2017	STREET IMPROVEMENTS	0.00	70,192.86	
CDBG 2017	FIRE STATION/EQUIPMENT	0.00	15,038.49	
CDBG 2018	STREET IMPROVEMENTS	0.00	223,834.00	
CDBG 2018	FIRE STATION/EQUIPMENT	0.00	42,606.00	
<b>CURRENT RATIO</b>	<b>1.32 TOTAL</b>	<b>0.00</b>	<b>351,671.35</b>	<b>351,671.35</b>

**PER HUD REGULATIONS:**

**HUD RECOMMENDS EXPENDITURE RATIO OF 1.75 BY JANUARY 31, 2019.**

**1.5 RATIO REQUIRED BY APRIL 30, 2019: \$ 399,660.00.**

**EXPENDITURES SHORT BY: \$ 0.00**

Zimbra

monica.leal@co.hidalgo.tx.us

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**Re: Professional Service Agreement - City of Progreso - Street Improvements Project**

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**From :** monica leal <monica.leal@co.hidalgo.tx.us>

Wed, Jan 23, 2019 01:56 PM

**Subject :** Re: Professional Service Agreement - City of Progreso - Street Improvements Project**To :** scrain <scrain@atlashall.com>

Mr. Crain,

Per our telephone conversation and your approval, I will be submitting the agreement for Fulcrum Consulting Services. Thank you for taking my call. Enjoy the rest of your week!

Monica

----- Original Message -----

From: "monica leal" &lt;monica.leal@co.hidalgo.tx.us&gt;

To: "scrain" &lt;scrain@atlashall.com&gt;

Sent: Wednesday, January 23, 2019 1:19:54 PM

Subject: Re: Professional Service Agreement - City of Progreso - Street Improvements Project

Mr. Crain,

Can we proceed with submitting this agreement to Commissioners Court?

Monica

----- Original Message -----

From: "scrain" &lt;scrain@atlashall.com&gt;

To: "monica leal" &lt;monica.leal@co.hidalgo.tx.us&gt;

Sent: Tuesday, January 22, 2019 3:47:52 PM

Subject: RE: Professional Service Agreement - City of Progreso - Street Improvements Project

OK

-----Original Message-----

From: monica leal &lt;monica.leal@co.hidalgo.tx.us&gt;

Sent: Tuesday, January 22, 2019 2:58 PM

To: scrain &lt;scrain@atlashall.com&gt;

Subject: Re: Professional Service Agreement - City of Progreso - Street Improvements Project

Mr. Crain,

I Notice that the insurance is on page 29.

----- Original Message -----

From: "scrain" &lt;scrain@atlashall.com&gt;

To: "monica leal" &lt;monica.leal@co.hidalgo.tx.us&gt;

Sent: Tuesday, January 22, 2019 9:55:46 AM

Subject: RE: Professional Service Agreement - City of Progreso - Street Improvements Project

Page 34 is general liability. If this company is providing engineering services (which I presume they are as you are using a Professional Services Contract) then the company should be providing professional liability insurance.

-----Original Message-----

From: monica leal &lt;monica.leal@co.hidalgo.tx.us&gt;

Sent: Tuesday, January 22, 2019 9:46 AM

To: scrain &lt;scrain@atlashall.com&gt;

Subject: Re: Professional Service Agreement - City of Progreso - Street Improvements Project