

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

3:00 FILED AT 00 O'CLOCK P M  
NOV 16 2016  
ARTURO GUAJARDO, JR., COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY NAC DEPUTY

RECEIVED  
NOV - 3 2016  
Urban County Program

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made effective the 1<sup>st</sup> day of November, 2016 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 vested with the responsibility of providing “Engineering Services” for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the “Services”);

**WHEREAS**, the County has determined that the services of a professional engineering company 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 a professional engineering to assist the County by providing the Services;

**WHEREAS**, Urban County Program has selected the “Engineer” from the “Pool” of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Progreso- Street 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 November 1, 2016, and will expire November 1, 2017 or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County 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. Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**26. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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  
Ramon Garcia, County Judge

ATTEST:  
  
Benjamin J. Guajardo Jr.  
Benjamin J. Guajardo Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/1/16

Approved by Commissioners' Court on: November 1, 2016

ENGINEER:  
LAZCAMREA, LLC dba Fulcrum Consulting Services

By: Dan Campos, P.E.  
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: July 12, 2016.

- 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

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PLANNERS \* ENGINEERS \* ARCHITECTS

City of Progreso  
2016 Street Improvement Project  
Project No: 5016-65-0311-5000-6500-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: thin non-structural overlay (less than 2"), structural overlay (2" or more), milling and removal of deterioration and complete 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.

With the assistance of City personnel, an inventory of all City streets has been compiled in order to evaluate the condition of existing City street pavements. A priority list has been developed based on the severity of the asphalt pavement deterioration.

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 the following streets and intersections:

1. Mills St. - from the intersection of Malone Street and Mills Street south approximately 1,009 L.F. south along Mills Street to the intersection of Mills and Watts Street.
2. Colonia Jesus Maria Street: Reconstruction limits from the intersection of Colonia Jesus Maria and Catarina Road west along Colonia Jesus Maria Street. Approximately 1,300 L.F.

**EXHIBIT C**  
-Engineer Contract Rates

**CITY OF PROGRESO**  
 Project Name: City of Progreso 2016 Street Improvement Project

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	11	3	5	5	8	0	4			
101 - Field Work & Design Criteria	8	7	13	11	21	16	5			
101 - Final Design	8	7	18	16	20	17	9			
101 - Construction	0	5	0	5.5	6	6	8			
<b>TOTAL HOURS</b>	<b>27</b>	<b>22</b>	<b>36</b>	<b>37.5</b>	<b>55</b>	<b>39</b>	<b>26</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>SUBTOTAL - LABOR COST</b>	<b>\$4,050.00</b>	<b>\$3,080.00</b>	<b>\$3,960.00</b>	<b>\$2,437.50</b>	<b>\$3,300.00</b>	<b>\$2,340.00</b>	<b>\$1,300.00</b>			
<b>TOTAL ENGINEERING</b>										<b>\$20,466.00</b>

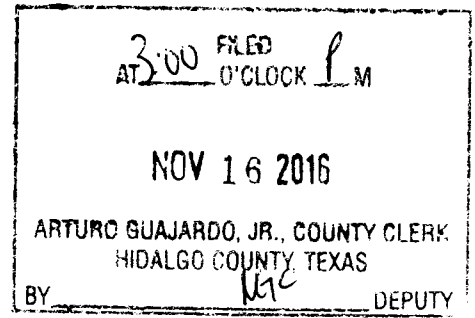
Geotechnical Engineering (Design Phase)					
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.
101 - Project Administration	0	0	0	0	6
101 - Field Work & Design Criteria	0	4	0	15	0
101 - Final Design	4	0	6	0	0
101 - Construction	0	0	0	0	0
<b>TOTAL HOURS</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>15</b>	<b>6</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>\$540.00</b>	<b>\$440.00</b>	<b>\$570.00</b>	<b>\$600.00</b>	<b>\$150.00</b>
<b>TOTAL ENGINEERING</b>					

Construction Phase Material Testing					
	Technician	Principal	Project Engineer	Admin. Assist.	
101 - Project Administration	0	0	0	2	
101 - Field Work & Design Criteria	0	1	4	0	
101 - Final Design	0	0	0	0	
101 - Construction	9	2	3	0	
<b>TOTAL HOURS</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>2</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>\$360.00</b>	<b>\$405.00</b>	<b>\$665.00</b>	<b>\$70.00</b>	
<b>TOTAL ENGINEERING</b>					<b>\$1,500.00</b>

**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 **\$24,266.00**. 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 **3** of the Agreement.

**PART 4. FUNDING**

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

Account No. 5016-65-0311-5000-6500-UCP-ML

Purchase Order Number 9999 (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*  
Diana R. Serna, Director

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on November 1, 2016 as indicated below and effective as of 1<sup>st</sup> day of November 2016.

ATTEST:

*Arturo Guajardo Jr.*  
Arturo Guajardo Jr., County Clerk



**THE OWNER:  
HIDALGO COUNTY**

*Ramon Garcia*  
By: Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/1/16

**THE ENGINEER:**

*Dan Campos, P.E.*  
By: Dan Campos, P.E – Vice President

# **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).

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- 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

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PLANNERS \* ENGINEERS \* ARCHITECTS

City of Progreso  
2016 Street Improvement Project  
Project No: 5016-65-0311-5000-6500-UCP-ML  
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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.

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**EXHIBIT C**  
-Engineer Contract Rates

**CITY OF PROGRESO**  
 Project Name: City of Progreso 2016 Street Improvement Project

Planning & Engineering										
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101- Field Work & Design Criteria	8	7	13	11	21	16	5			
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101. - Construction	0	5	0	5.5	6	6	8			
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<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>			
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<b>TOTAL ENGINEERING</b>							<b>\$20,466.00</b>			

Geotechnical Engineering (Design Phase)						
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.	
101 - Project Administration	0	0	0	0	6	
101- Field Work & Design Criteria	0	4	0	15	0	
101 - Final Design	4	0	6	0	0	
101 - Construction	0	0	0	0	0	
<b>TOTAL HOURS</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>15</b>	<b>6</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>\$540.00</b>	<b>\$440.00</b>	<b>\$570.00</b>	<b>\$600.00</b>	<b>\$150.00</b>	
<b>TOTAL ENGINEERING</b>					<b>\$2,300.00</b>	

Construction Phase Material Testing						
	Technician	Principal	Project Engineer	Admin. Assist.		
101 - Project Administration	0	0	0	2		
101- Field Work & Design Criteria	0	1	4	0		
101 - Final Design	0	0	0	0		
101 - Construction	9	2	3	0		
<b>TOTAL HOURS</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>2</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>\$360.00</b>	<b>\$405.00</b>	<b>\$665.00</b>	<b>\$70.00</b>		
<b>TOTAL ENGINEERING</b>				<b>\$1,500.00</b>		

**City of Progreso**  
**Mills & Colonia Jesus Maria Street Improvements - Cost Estimate**  
**Project No. 5016-65-0311-5000-6500-UCP-ML**  
**Hidalgo County, Texas**

CONSTRUCTION ESTIMATE						
Street Name	Item	Description	Unit	Unit Price	Quantity	Total
	1	Mobilization/Demobilization	Each	\$10,000.00	1	\$10,000.00
	2	Traffic Control	Each	\$8,000.00	1	\$8,000.00
Mills Street	3	Prime Coat (MC-30) (0.2 GAL/S.Y.)	GAL.	\$8.00	420	\$3,360.00
Mills Street	4	2" HMAC Pavement, Type D	S.Y.	\$12.00	2,100	\$25,200.00
Mills Street	5	8" Compacted Caliche Base - Type D, Grade 6	S.Y.	\$9.00	2,340	\$21,060.00
Mills Street	6	6" Subgrade Prep, Lime Stabilized	S.Y.	\$8.00	2,675	\$21,400.00
Col. Jesus Maria	7	Prime Coat (MC-30) (0.2 GAL/S.Y.)	GAL.	\$8.00	695	\$5,560.00
Col. Jesus Maria	8	2" HMAC Pavement, Type D	S.Y.	\$12.00	3,467	\$41,604.00
Col. Jesus Maria	9	8" Compacted Caliche Base - Type D, Grade 6	S.Y.	\$9.00	3,756	\$33,804.00
Col. Jesus Maria	10	6" Subgrade Prep, Lime Stabilized	S.Y.	\$8.00	4,334	\$34,672.00
					<b>Subtotal:</b>	<b>\$204,660.00</b>
ENGINEERING						
	11	Basic Engineering (10%)				\$20,466.00
	12	Geotechnical Engineering ( Design)				\$2,300.00
	13	Geotechnical Consultant ( Design Phase Only)				\$1,500.00
					<b>Subtotal:</b>	<b>\$24,266.00</b>

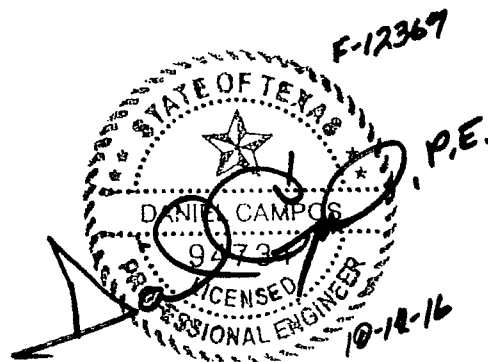
**Total Project Cost: \$228,926.00**

**Notes:**

Mills Street : Reconstruction limits from the intersection of Malone Street and Mills Street south approximately 1,009 L.F. south along Mills Street to the intersection of Mills and Watts Street.

Colonia Jesus Maria Street: Reconstruction limits from the intersection of Colonia Jesus Maria and Catarina Road west along

Prepared By:



**EXHIBIT E**  
-Supplemental Agreement Form

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting 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 the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_ **2016** concerning Engineering for **Professional Engineering Services** hereinafter referred to as the (“**Project**”); and,

**WHEREAS**, Paragraph \_\_\_ of the **Agreement**, (paragraph title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the Agreement to \_\_\_\_\_

**A.    AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I.     Paragraph \_\_\_ of the **Agreement**, (paragraph title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. -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)  
10/07/2016

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**  
**State Farm**  
JOHN FTACEK  
101 S MAIN ST  
LA FERIA, TX 78559

**CONTACT NAME:** JOHN FTACEK/ IDA SALINAS  
**PHONE (A/C, No, Ext):** 956-797-2881  
**FAX (A/C, No):** 956-797-1803  
**E-MAIL ADDRESS:** ida.i.salinas.lvaz@statefarm.com

INSURER(S) AFFORDING COVERAGE		NAIC #
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:		

**INSURED**  
LAZCAMREA, LLC DBA; FULCRUM  
CONSULTING SERVICES  
207 EAST MAGNOLIA AVE  
LA FERIA, TX 78559

**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			90-B4-W575-5	08/02/2016	08/02/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
B	<b>AUTOMOBILE LIABILITY</b>			200 3651-F27-53B	12/27/2015	12/27/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO			200-3655-F27-53E	09/04/2016	03/04/2017	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY			216-8523-C04-53A	09/04/2016	03/04/2017	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			SBPP0001240295 20120713	08/21/2016	08/21/2017	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<b>ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INS CO</b>			PS0000004408901	08/30/206	08/30/2017	1,000,000 - LIMIT OF LIAB EACH CLAIM	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, TEXAS 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  
*John Ftacek*



# 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.**

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

Certificate Number:  
 2016-118136

Date Filed:  
 09/29/2016

**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

Date Acknowledged:  
 10/12/2016

**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.**

5016-65-0311-5000-6500  
 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 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

# Search Results

**Current Search Terms: fulcrum\* consulting\* services\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

## Glossary

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[Entity](#)

[Exclusion](#)

[Search](#)

[Filters](#)

[By Record  
Status](#)

[By Record  
Type](#)

SAM | System for Award Management 1.0

IBM v1.P.51.20161010-0615

WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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>		
	2 Business name/disregarded entity name, if different from above <b>Fulcrum Consulting Services</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>LLC</b>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>207 E. Magnolia Ave</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>La Feria, Texas 78599</b>		
	7 List account number(s) here (optional)		

**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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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-INT (interest earned or paid)
- 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?* on page 2.

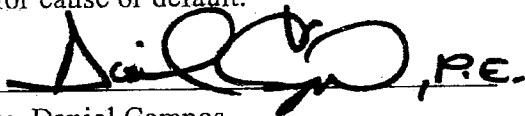
By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**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:

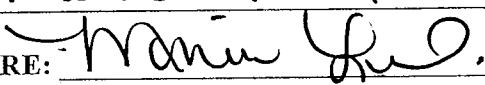
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had 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: , P.E.  
Print Name: Daniel Campos  
Title: Senior Project Manager  
DUNS No. : 096629571  
Telephone Number: 956-797-3411  
Date: 9/28/16

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: 10/4/16  
HAS ACTIVE EXCLUSIONS?        YES   ✓   NO  
UCP COORDINATOR NAME: Monica heal  
UCP COORDINATOR SIGNATURE: 



\*VG-120-2016-2753912\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2753912

Billable Pages: 1

Recorded On: October 11, 2016 11:50 AM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2753912  
Receipt No: 20161011000272  
Recorded On: October 11, 2016 11:50 AM  
Deputy Clerk: Joey Eufrazio  
Station: CH-1-CC-K14

**Record and Return To:**

Fulcrum Consulting Services  
133 E Magnolia Ave  
Original Returned to Customer  
La Feria TX 78559



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

LAZCAMREA, LLC. DBA Fulcrum Consulting Services

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity  
Daniel Campos, P.E.

10/11/16  
Date



# FULCRUM

CONSULTING SERVICES

---

PLANNERS \* ENGINEERS \* ARCHITECTS

October 12, 2016

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

Re: City of Progreso 2016 Street Improvement Project  
Project No: 5016-65-0311-5000-6500-UCP-ML  
Best & Final Offer

Mrs. Leal,

Our best and final offer for Engineering Services for this project is \$24,266.00. Our scope of services for this project includes basic engineering, design geotechnical services and construction material 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. Fred Espinosa – City Manager, City of Progreso  
Fulcrum Consulting Services – Office File