

**Part I - Professional Services Agreement**

This Agreement, entered into this 1st day of March, 2011 by and between Hidalgo County – City of Palmview, (hereinafter called the "PARTY") and SAMES, Inc., duly authorized ENGINEERING, herein acting by Saul D. Maldonado, (hereinafter called the "ENGINEER").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the PARTY'S obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the PARTY is interested in obtaining Engineering Services; and

WHEREAS, the ENGINEER, duly licensed and registered to practice Engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the ENGINEER to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the ENGINEER to furnish and provide the Engineering services as stated in EXHIBIT A and upon receipt of such satisfactory services, the Party agrees to pay the ENGINEER as stated in the sections to follow.

**SECTION II  
BASIC SERVICES OF THE ENGINEER**

The ENGINEER shall perform the following Basic Services in connection with the proposed Planning Project Account(s) # 5010-55-2000-5000-5500. (See Exhibit A)

**2.1 Preliminary Phase**

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

- b. As may be required, comply and receive the Party and the funding agencies approval on all work.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed contract documents and drawings (reproducible tracings).
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- i. Preparation of property or easement descriptions.
- j. Furnish to the Party of Hidalgo County - City of Palmview six (6) sets of reports.

### **SECTION III REIMBURSABLE EXPENSES**

- 3.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 3.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 3.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineer's actual cost.

### **SECTION IV THE PARTY'S RESPONSIBILITIES**

#### **The Party will:**

- 4.1 Provide full information as to requirements for the Project.
- 4.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 4.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.
- 4.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 4.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## **SECTION V PAYMENTS TO THE ENGINEER**

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 5.1 The Engineer shall be paid a total fixed amount of **\$75,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party.
- 5.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## **SECTION VI OWNERSHIP OF DOCUMENTS**

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## **SECTION VII TERMINATION**

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

### **SECTION VIII COUNTY AND CITY OFFICIALS**

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

### **SECTION VIII SUCCESSORS AND ASSIGNS**

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

### **SECTION X TIME OF PERFORMANCE**

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates within **60 (sixty) days** and will proceed upon authorization with final drawings, specifications and contract documents and complete same within **180 (one-hundred eighty) days** from such notice to proceed.

### **SECTION XI VENUE**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

### **SECTION XII CHANGES**

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

### **SECTION XIII COMPLIANCE WITH LOCAL LAWS**

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

### **SECTION XIII ASSIGNABILITY**

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

### **SECTION XV GENERAL**

- 15.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 15.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
  - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
  - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
  - d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
  - e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee

or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

- 15.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 15.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## **SECTION XVI INSURANCE**

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 16.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 16.2 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVII WARRANTY**

- 17.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.



*SAM* Engineering and Surveying, Inc.



Reg. # F-10602

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200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

February 17, 2011

Mayor Jorge G. Garcia  
City of Palmview  
400 West Veterans Blvd.  
Palmview, Texas 78572

Re: City of Palmview Master Plan Improvements

Mayor Garcia,

SAMES INC. will work with CITY staff to prepare a work plan that will focus on long-term improvements to municipal facilities and systems and on economic development projects that will return resources to maintain and expand future community benefits. The focal point consists of a work plan with projects and alternative improvement scenarios that will give the CITY the most advantageous and cost effective projects.

A focus of the plan will also be to look for availability of alternate funding sources from agencies such as the Texas Department of Transportation, Texas Water Development Board, Economic Development Administration, Texas Parks & Wildlife, etc.

Enclosed please find the following exhibits:

- Exhibit A: Scope of Services
- Exhibit B: Maps

At your request, we will begin working on the planning phase of this project. Project coordination meetings with your staff will be established to ensure that the city's needs are met throughout the life of the project. We propose to provide these services for a lump sum fee in the amount of \$75,000.00, which represents SAMES Inc.'s best and final offer. It is anticipated that this project will be completed in 180 days. SAMES Inc. will provide the City of Palmview with a highly valuable tool for planning the continued growth and development of this Western Hidalgo County gem. The creation and implementation of this project will show the commitment of this community to its residents and will place it on par with the larger cities in Hidalgo County and the Rio Grande Valley.

*SAM* Engineering and Surveying, Inc.



Reg. # F-10602

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200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

We sincerely thank you for this opportunity and anticipate working with the City of Palmview on this important endeavor. Please feel free to call me at (956) 702-8880 if you have any questions, or would like to discuss this proposal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Saul D. Maldonado".

Saul D. Maldonado, P.E.

Principal

# **SAM** Engineering and Surveying, Inc.



Reg. # F-10602

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## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. ANNEXATION**

##### **A. General Requirements**

SAMES Inc. proposes manpower and resources to evaluate the existing City Limits for the City of Palmview, and prepare a recommendation for the proposed annexation of property within the Extraterritorial Jurisdiction;

##### **B. Research and Preparation**

- a. SAMES Inc. will perform limited research and request from the City of Palmview (or Appraisal District) an existing City Limits Map, identifying the current limits of territory within the City.
- b. SAMES Inc. staff will meet with City staff, City Council, or its consultants to identify and prioritize areas for potential annexation.
- c. Development of an Annexation Plan to Identify existing, proposed and future annexation and Extra-Territorial Jurisdiction

##### **C. Mapping Phase**

- a. SAMES Inc. will prepare a legal description (Map with Metes and Bounds Description) identifying the proposed property to be annexed.
- b. If necessary, SAMES Inc. will provide limited revisions to the finalized legal description to accommodate any changes to the area.

##### **D. Additional Services**

If during the process of this project, there is a need for additional work to be done by SAMES Inc., we would be available to assist in the following areas;

- a. Areas of potential Voluntary Annexation may be identified as part of this project, and a legal description may be produced as a separate document.
- b. SAMES staff may participate in Public meetings (with maps, presentation, etc) as needed.

# **SAM** Engineering and Surveying, Inc.



Reg. # F-10602

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## **II. INFRASTRUCUTRE**

### **A. Streets and Thoroughfares**

SAMES INC. will provide a cursory review and inventory of the existing streets within the City. The purpose is to assess the condition of the streets and to determine which existing streets need improvements, and where new streets would promote growth to the area.

- a. Overlays - where we determine that streets are in good condition, but have minor surface defects, we will propose to overlay or surface treat them in order to extend the service life.
- b. Rehabilitation - where we determine that streets have potholes or pavement defects, but the area makes up less than 50% of the street, we will propose to rehabilitate the areas in question with full cross-section repairs. The remaining area will then receive an overlay.
- c. Reconstruction - where more than 50% of the street area is in an unacceptable condition, we will propose to remove and reconstruct with a new street cross-section.
- d. New Thoroughfares/Widening - We will consider new streets and/or major expansion to existing streets along cross-city corridors where we are experiencing or expecting high traffic flows.

A list of recommended improvements will be provided in the report. The City, in consideration of this report, will determine which projects provide the most value and should be done accordingly.

### **B. Drainage**

SAMES INC. will provide a cursory review of any existing major drainage structures for city-wide runoff release. The purpose of this review will be to assess the City's capability in providing an adequate storm sewer collection system to protect its citizens.

- a. Drainage Ditch - We will identify where the city's storm runoff goes to, and will determine if the capacity is adequate, or if improvements and/or alternate outfalls are required.
- b. Street Drainage - where areas are currently experiencing flooding or ponding problems, we will propose to relieve them by improving underground storm drainage systems and/or with the use of Regional Detention Facilities (RDF).

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Secondly, we will assess valley gutters, and curb & gutter conditions to determine if improvements will be needed.

- c. Hidalgo County Drainage District #1 – We will coordinate with HCDD#1 for any proposed outfalls and/or Master Plan within the area. All proposed improvements to the drainage facilities will be coordinated to complement any such HCDD #1 drainage outfalls constructed or to be constructed by the district.
- d. A review of areas with local drainage problems, as identified by City staff, will also be conducted.

A list of recommended improvements will be provided in the report. The City, in consideration of this report, will determine which projects provide the most value and should be done accordingly.

## **C. Water/Waste Water**

The City of Palmview does not currently hold a Certificate of Convenience and Necessity (CCN) for water and waste water. The City of Palmview is within the CCN of Agua Special Utility District (SUD) for both water and waste water.

SAMES INC. will provide a cursory review of the existing water distribution system, and proposed waste water collection & treatment system. The purpose of which will be to provide the City with an analysis of Agua SUD's ability to meet the capacity needs of this growing city. SAMES Inc. will work closely with Agua SUD to mitigate any identified limitations that may adversely affect the City of Palmview's ability to grow.

## **III. PUBLIC FACILITIES**

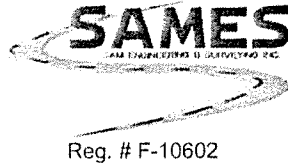
### **A. Parks/ Pools/Athletic Fields**

SAMES INC. will identify City, County and School District (and neighboring cities) parks and recreation facilities and will locate them graphically. We will assess the condition of the facilities in order to determine if maintenance, improvements, or expansions are required to meet the use demands. New parks or recreation facilities may also be proposed as needed to meet current or future demands.

### **B. Library/Technology**

SAMES INC. will provide a cursory review to determine the availability (locally) of resources such as reading materials, computers, research etc. for residents and students of the City. New library or "technology trailers" may be proposed in conjunction with state or other local resources.

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Reg. # F-10602

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## **C. Administrative**

SAMES INC. will review with City staff the current condition and capacity of municipal buildings (as listed below) and will determine if the expansion of facilities or the construction of new facilities is recommended.

- a. City Hall
- b. Public Safety building
- c. Fire Department Stations

A list of proposed improvements will be provided in a report, along with statements of probable cost. The City, in consideration of this report, will determine which projects provide the most value and should be done accordingly.

## **IV. ECONOMIC DEVELOPMENT**

SAMES INC. will provide a synopsis of major businesses in the area and will locate them graphically. We will also, in conjunction with the above, identify where areas of growth or new corridors are expected. Areas where the city is making infrastructure improvements will provide the best source of expansion potential for developers and thus encourage their investment.

A map identifying areas with potential for future development shall be provided. The map shall be coded to include residential, commercial, and industrial areas.

## **V. CAPITAL IMPROVEMENTS PLAN**

A key requirement for the completion of the public improvements projects is engineering design and construction. SAMES Inc. will submit with the final report a Capital Improvements Plan (C.I.P.) which will propose a timeline and projected cost for the implementation of the recommended improvements, based on prioritization. SAMES Inc. will coordinate with City Staff to prepare a plan for meeting the financial requirements for the implementation of the C.I.P.

## **VI. REPORT**

SAMES INC. will provide a final report encompassing the services outlined in the proceeding proposal. The report will consist of the deliverables identified in each section and will also include schematic layouts, exhibits, cost estimates for development, administrative costs, and proposals for assistance in the management of these projects.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

Filed for Record in #  
Hidalgo County  
by Arturo Guajardo Jr.,  
County Clerk

On: Jan 27, 2011 at 08:08A

As a Recordings

Document Number: 2173745  
Total Fees: \$6.00

Receipt Number - 1173334

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

SAMES, INC. (Sam Engineering and Surveying, Inc.)

**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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

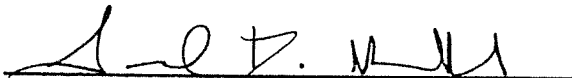
Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

  
Signature of person doing business with the governmental entity

01/05/2011

Date

Saul D. Maldonado

**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

Name (as shown on your income tax return) SAMES, Inc.	
Business name, if different from above SAMES, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 200 S. Cage Blvd.	Requester's name and address (optional)
City, state, and ZIP code Pharr, TX. 78577	
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 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.

Social security number
or
Employer identification number
2   6   2   9   4   1   2   8   8

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

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

**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 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 01/05/2011
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**Certification  
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: 

Print Name: Saul D. Maldonado, P.E.

Title: Principal

Telephone Number: (956) 702-8880

Date: 1/26/2011

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