

STATE OF TEXAS  
COUNTY OF HIDALGO

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§  
§

5010-60-0300-5000-6000-UCP-CJA

**Professional Services Agreement**

This Agreement, entered into this 29<sup>th</sup> day of December 2011 by and between Hidalgo County, a political subdivision of the State of Texas, joined by Hidalgo County Urban County Program on behalf of the City of Penitas (hereinafter called the "Party") and Rike-Ogden Figueroa Architects, duly authorized Architect, herein acting by Luis A. Figueroa, (hereinafter called the "Architect").

**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 Architectural Services; and

WHEREAS, the Architect, duly licensed and registered to practice Architectural in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and Architectural 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 Architect to render certain services in connection therewith;

NOW, THEREFORE, the Public Facility Improvements, (Penitas Public Library), hereinafter called the "PROJECT", the participants do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF THE ARCHITECT**

The Party agrees to employ the Architect to furnish and provide the plural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the "Architect" as stated in the sections to follow.

**SECTION II  
BASIC SERVICES OF THE ARCHITECT**

The Architect shall perform the following Basic Services in connection with the proposed Public Facility Improvement Project (Penitas Public Library) Account(s) 5010-60-0300-5000-6000-UCP-CJA (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.
- c. Prepare preliminary Architectural plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.
- 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 plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the Architectural data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

## **2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional practice on projects of this nature, to observe and provide brief and concise written reports to the Party, the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, the Architect shall render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of lien documents from the contractor and their subcontractors.
- k. Provide the Party with one (1) set of 22" x 34" mylar sepia copies of as-built drawings of the constructed improvements, when requested.
- l. The Architect will be responsible for interim and final inspection.

- m. Furnish to the Party of Urban County Program Four (4) sets of 22" x 34" Construction Drawings and four (4) sets of specifications and contract documents for signatures and distribution to each entity.

**SECTION III  
ADDITIONAL SERVICES OF THE ARCHITECT**

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

**SECTION IV  
REIMBURSABLE EXPENSES**

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

**SECTION V  
THE PARTY'S RESPONSIBILITIES**

**The Party will:**

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Architect 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 Architect may rely upon in performing his services under this agreement.

- 5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 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.
- 5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## **SECTION VI PAYMENTS TO THE ARCHITECT**

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

- 6.1 The Architect shall be paid a total fixed amount of **\$13,000.00** (thirteen thousand dollars and no cents) for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.
- 6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

**SECTION VII  
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 VIII  
TERMINATION**

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect 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 Architect 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 Architect a sum of money equal to the reasonable value of the service rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect 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 Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

**SECTION IX  
COUNTY AND CITY OFFICIALS**

Architect 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 Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

**SECTION X  
SUCCESSORS AND ASSIGNS**

Party and Architect 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 Architect shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

**SECTION XI  
TIME OF PERFORMANCE**

The Architect 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 by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

**SECTION XII  
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 XIII  
CHANGES**

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

**SECTION XIV  
COMPLIANCE WITH LOCAL LAWS**

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

**SECTION XV  
ASSIGNABILITY**

The Architect 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 Architect 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 XVI  
GENERAL**

16.1 Audit: The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect 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 Architects 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 Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect 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 Architect 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 Architect 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.

16.3 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.

- 16.4 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 Architect shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## **SECTION XVII INSURANCE**

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

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architect commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVIII WARRANTY**

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

**SECTION XIX  
EFFECTIVE DATE**

The effective date of this Contract shall be 29<sup>th</sup> day of December, 2011, such date being the date the County Commissioners' Court approved entering into contract with Architect.

\_\_\_\_\_  
**Architect Signature**

Firm Name: Rike-Ogden Figueroa Architects

Address: 1007 Walnut Avenue

City/State/Zip: McAllen, Texas 78501

FED ID#/ISS#: 74-2653745

**STATE OF TEXAS  
COUNTY OF HIDALGO**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ of and on behalf of \_\_\_\_\_  
(title) (corporation) (a partnership) (a sole proprietorship)

\_\_\_\_\_  
My commission Expires

\_\_\_\_\_  
Notary Public State of Texas

**Urban County Program**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Diana R. Serna, UCP Director



rike  
ogden  
figueroa  
alex

December 13, 2011

Exhibit A: Scope of Service

Ms. Candace J. Armenta  
Program Coordinator I  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

Re: Project Peñitas Public Facilities (Memorial Library)  
Best and Final Offer /Exhibit A: Scope of Service

Dear Ms. Armenta:

I appreciate your patience in awaiting our proposal for Renovations of the Penitas Public Library.

The requested relocation of the south wall of the library has required a review by a structural engineer and will require the reconstruction of structural supports as the wall currently is a load bearing wall. The cost of this structural work is approximately \$7,500.00. To offset some of this additional cost we are proposing limited work related to flooring and ceiling materials. Following is our description of the project scope base on our visit with Mrs. Yenni Espinoza and Mrs. Adalia De Luna.

**PHASE I - DEMOLITION**

- LOBBY: Remove ceiling grid/tile and remove floor tile 2' along perimeter of W. wall.

**RECEPTION:**

- Remove NE, E and SE wall to approximately 42" above floor.

**SOUTH STAFF TOILET:**

- Remove S and E walls including wall with door to storage room, base, floor tile, ceiling grid/tile, plumbing fixtures and electrical.

**TOILETS:**

- Remove E, W and N walls of toilet entrance vestibules, base, floor tile, cap floor drain at janitor, ceiling grid and tile and electrical.

**MEETING ROOM:**

- Remove North wall, built-in cabinet, countertop and ceiling grid/tile 12' along perimeter of North wall, base and floor tile and electrical.

**LIBRARY:**

- Remove W, S and E walls, built-in cabinets, countertop, accordion partition, VCT floor tile 2' along perimeter of walls to be removed, ceiling grid/tile 6' along perimeter of walls to be removed and electrical.

**KITCHEN:**

- Remove built-in cabinets, flooring, base, ceiling grid/tile 6' along perimeter of west wall and electrical.

**CORRIDORS:**

- Remove flooring, base, ceiling grid/tile and electrical.

## **PHASE 2 - RENOVATION**

### **LOBBY:**

- Replace ceiling grid/tile

### **OFFICE: Convert to store**

- Convert to store, construct built-in storage cabinets at west wall
- Electrical

### **RECEPTION:**

- New countertop shelf at NE, E and SE walls
- New base cabinet for ADA
- New window at west wall
- Reconstruct walls at ceiling w/ suspension framing
- Repair floor tile
- Electrical

### **SOUTH STAFF TOILET: Convert to workroom**

- New floor tile
- Patch walls and floor
- New ceiling grid/tile
- Minor electrical
- Construct new walls, tape, float, textone and paint
- Construct new ADA compliant wall and base cabinet
- Electrical

### **TOILETS:**

- Relocate existing door in new North wall
- Extend 6' high privacy wall and provide for back wall of new lavatory countertop
- Provide new countertop, reuse existing lavatories
- Minor electrical
- Plumbing
- New walls tape, float, textone and paint
- New adult height toilets

### **MEETING ROOM:**

- New North wall with window, tape, float, textone and paint
- Provisions for relocated accordion door section including structural and access door/wall
- New IDF room

### **LIBRARY:**

- Replace ceiling grid/tile 6' along perimeter of walls to be demolished
- Replace floor tile 2' along perimeter of walls to be demolished
- Relocate mural wall panels

### **KITCHEN:**

- New flooring 25% of room
- Repaint
- Construct new walls w/ glazing for study area

- Minor electrical
- Minor plumbing

**CORRIDOR:** Approx. 12' wide x length of corridor

- New floor and base
- New ceiling

We estimate a probable construction cost of \$88,488.00 to include material and labor, demolition, structural and general conditions.

Additional reimbursable cost will consist of reproduction cost estimated at \$2,500.00 and TDLR-Texas Accessibility Standards plan review and inspection cost of \$1,175.00.

Mr. Armenta, we propose a fee of \$13,000 for A/E services for your renovation project. Please know we are available to meet with you, Mrs. Espinoza and Mrs. De Luna at your earliest convenience to establish final scope of work.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.



Luis A. Figueroa, AIA  
Principal

LF/dt



rike  
ogden  
figueroa  
allex

Cost Breakdown/Total Project Cost).

December 13, 2011

Ms. Candace J. Armenta  
Program Coordinator I  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

Re: Project Peñitas Public Facilities (Memorial Library)  
Exhibit B: Cost Breakdown /Total Project Cost

I	Demolition	\$18,909.00
II.	Renovation Material/Labor	\$49,121.00
III.	General Conditions	\$12,958.00
IV.	Structural	\$7,500.00
V.	A/E Fee	\$13,000.00
VI.	Reimbursables Reproduction TDLR (Texas Accessibility Plan Review)	<u>\$3,675.00</u>
	Estimate of Probable Cost:	\$105,163.00

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA  
Principal

LF/dt

## 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) <b>Rike Ogden Figueroa Alex Architects Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>1007 Walnut Avenue</b>		Requester's name and address (optional)
City, state, and ZIP code <b>McAllen, Texas 78501</b>		<b>Urban County Program 1916 Tesoro Blvd. Pharr, Texas 78577</b>
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 the "Name" line 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**

				-			-			
--	--	--	--	---	--	--	---	--	--	--

**Employer identification number**

7	4	-	2	6	5	3	7	4	5
---	---	---	---	---	---	---	---	---	---

**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:

- 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).

**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.

**Sign Here**    Signature of U.S. person ▶ *Rike Ogden Figueroa*    Date ▶ \_\_\_\_\_

**General Instructions**

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

**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.

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:

- 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.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**URBAN COUNTY PROGRAM**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

I, Luis A. Figueroa certify to the best of my knowledge and belief that:

- (A) I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (B) Have not within a three-year period preceding this proposal been convicted of or had civil judgement 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 or 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 (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

Rike Ogden Figueroa Alex Architects Inc.

\_\_\_\_\_  
Typed Name of Company

Luis A. Figueroa - Principal

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

10/3/11

Date Signed

Check here:

If unable to certify the above statement and attach your explanation.

**DO NOT WRITE BELOW THIS LINE (FOR U.C.P. STAFF ONLY)**

**THE DEBARRED CONTRACTOR'S LIST WAS CHECKED ON THE ABOVE CONTRACTOR:**

Check here:

9 Contractor **did** appear on the debarment list.

9 Contractor **did not** appear on the debarment list.

\_\_\_\_\_  
URBAN COUNTY COORDINATOR

\_\_\_\_\_  
DATE