



CITY OF PALMVIEW
TEXAS

MAYOR
Gerardo Flores

MAYOR PRO-TEM
Francis Villarreal

COUNCILMEN
Jose Luis Hernandez
Armando Hernandez
Isabel Garcia Jr.

COUNCIL WOMAN
Cecilia S. Flores

CITY MANAGER
Ramon Segovia

DIR. OF CITY SERVICES
David Hernandez

Diana R. Serna, UCP Director
427 E. Duranta Avenue, Ste. 107
Alamo, Texas 78516

RE: APPROVAL OF ENGINEERING CONTRACT

Mrs. Serna:

Please accept this letter as request to submit agenda requesting contract approval for SAM Engineering and Surveying for the professional engineering service contract for the 2014 & 2015 Parks, Recreational Facility Improvements located at 215 Showers Road.

Should you have any questions please feel free to contact us at your convenience.

Respectfully,

Ramon Segovia, City Manager
City of Palmview



SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

April 12, 2016

Antonio Barco
Deputy Director
Urban County Program
427 E. Duranta Ave. Suite 107
Alamo, TX 78516

Re: **Best & Final Offer to Perform Engineering Services**
 City of Palmview – Urban County Program
 Proposed Municipal Park Project

Mr. Barco,

We are pleased to provide this proposal, to the Urban County Program, for providing Professional Engineering Services in relation to the above referenced project. As per our understanding of this project, this project consists of designing a New Municipal Park to include: parking area, playground areas, equipment, trails, sidewalks, technology building.

We have visited the project site and have generated a complete probable cost package for the proposed construction. Enclosed please find the following exhibits;

- Exhibit B: Scope of Services
- Exhibit C: Project Schedule
- Exhibit D: Engineering Fee Table

At your request, we will begin working on the plan design phase for this project. Project coordination meetings with your staff will be established prior to commencement and throughout the life of the project. SAMES, Inc.'s highly skilled staff will work diligently with

Page 2 of 2
04/12/2016
Palmview Park

SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

your staff to provide all the necessary documentation and submittals required to successfully execute this project.

The attached fee proposal of **\$58,320.00** which consists of engineering design and surveying fees (\$46,496.16) and geotechnical/construction material testing fees (\$11,823.84) **constitutes our best and final offer to complete this project.** The geotechnical report and construction material testing services will be performed by MEG. All reports and testing results will be provided to the Urban County Program upon request.

Thank you for the great opportunity to allow us to provide our services. We will commence with this project upon receipt of a written notice to proceed and are available at your earliest convenience to discuss this project.

Respectfully Submitted,

Saul D. Maldonado, P.E., SIT
Principal – SAMES, Inc.

Cc: Diana R. Serna, Director – Urban County Program
Lupita Garcia, Project Coordinator – Urban County Program
Ramon Segovia, City Manager – City of Palmview

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 10th day of May, 2016 by and between Urban County Program, (hereinafter called the "Party") and SAM Engineering and Surveying, duly authorized Engineer, herein acting by Saul Maldonado, Principal Engineer (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 engineer 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 (as hereinafter defined) 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 the following sections 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 Palmview Park, Recreational Facility Improvements Account(s) 5014/15-55-0306-5000-5500-UCP-GVG (the "Project") as more particularly described in Exhibit A attached hereto.

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 from the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering 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 written 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 Engineer, 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, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering 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 Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer

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 Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.
- e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractor(s) 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 Contractor(s).
- i. Engineer 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, 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 liens documents from subcontractors.
- k. Provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.
- l. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

**SECTION III
ADDITIONAL SERVICES OF THE ENGINEER**

If authorized in writing by the Party, the Engineer 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 2.3 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 Engineer and authorized by the Party to points other than within Hidalgo 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 Engineer on the basis of 1.1 times the Engineers 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 Engineer 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 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.
- 5.4 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.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

- 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 purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

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

- 6.1 The Engineer shall be paid a total fixed amount of **\$ 58,320.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 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 Engineer's reports.
- 6.5 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 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 without cause 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 professional engineer services 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 Agreement. 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 IX 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 X 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 or transfer any interest in this Agreement without the written consent of the other.

SECTION XI 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 by **sixty (60) 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
AMENDMENT**

This Agreement may be amended only by a written document executed by the parties hereto.

**SECTION XIV
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 negligence of the engineer in performing any of the work embraced by this Contract.

**SECTION XV
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 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 Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to comply 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.

- 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 or 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 documents in the paragraph in this Section.

**SECTION XVII
INSURANCE**

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

- 17.1 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 Three Hundred Thousand Dollars (\$300,000.00) for bodily injury and One Hundred Thousand Dollars (\$100,000.00) 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, unless the engineer 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 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.

“EXHIBIT A”

SCOPE OF SERVICE BY OWNER:

2014 PALMVIEW PARKS, RECREATIONAL FACILITY IMPROVEMENTS...

Project includes the complete development of a neighborhood park including a recreational area for kids, purchase and installation of slides, swings, jungle gym set and related recreational equipment. It will also include walking trail/running tract, small basketball pavilion, bathroom facility, sidewalks, small BBQ pit areas with covered tables, benches, bleachers, parking lot, lighting, irrigation system, landscaping, and all other related appurtenances as they pertain to the complete development of the neighborhood park.

New location is 215 Showers Road.

2015 PALMVIEW PARKS, RECREATIONAL FACILITY IMPROVEMENTS

Project consists of the complete development of a new neighborhood park to include but not limited to the purchase and installation of park playground equipment, slides, swings and related recreational equipment. It will also include a walking/running trail, small basketball pavilion, bathroom facilities, sidewalks, small BBQ pit areas with covered benches and tables combos, parking lot area, lighting, irrigation system, landscaping, professional engineering/architectural services, advertisements, material testing services and all related appurtenances as they pertain to project completion.

Location: 215 Showers Road

Exhibit B

Scope of Services

City of Palmview – Urban County Program CITY OF PALMVIEW PARK PROJECT

This project shall consist of the design of a new municipal park for the City of Palmview. The proposed park shall include: 1. Design of parking areas: 2” thick hot-mixed asphaltic concrete, 8” thick flex-base (caliche), 6” thick sub-grade; 2. Design of sidewalk trails: 4” thick concrete with 6” thick sand bedding; 3. Grading design of playing fields; 4. Play Scape and Splash Area: design of grading, bedding, water connections.

The basic services proposed include project planning, geotechnical engineering, civil engineering design, preparation of bidding documents, bidding and award phase services.

The list below details the major components required for the project, but is not intended to be an all-inclusive list of all the services provided/required to see that the project is completed;

- a. Meet with staff to define the project limits and basic project requirements;
- b. Perform preliminary engineering design plans;
- c. Perform final engineering design plans;
- d. Prepare Bidding Documents;
- e. Coordinate with vendors for bidding;
- f. Coordinate the advertising and bidding phase;
- g. Assist the City/UCP with Pre-Bid Meeting and Bid Opening;
- h. Provide Bid Tabulation, and recommendation to award;
- i. Complete adherence to Urban County Program Protocol and requirements for project;

SAMES, Inc.

200 S. 10th Street., Suite 1607, McAllen, Texas 78501 Reg F#-10602/F#101416-00

Exhibit D

Fee Proposal

City of Palmview – Urban County Program CITY OF PALMVIEW PARK PROJECT

We propose to provide the services described in Exhibit A for a lump sum amount of \$58,320.00, which represents an estimate of hourly services to be provided by our staff at SAMES, Inc. and the staff at the geotechnical consultant. It should be noted that the above stated line item includes several related services that are required to complete the proposed improvements and are listed as follows:

Task 1: Surveying Phase Services	\$9,299.23
Task 2: Geotechnical Report and Construction Material Testing Services	\$11,823.84
Task 3: Engineering Design Plans & Specification	\$46,496.16

SAMES, Inc.

200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Reg F#-10602/F#101416-00

Exhibit D

HIDALGO COUNTY URBAN COUNTY PROGRAM
CITY OF PALMVIEW
PROJECT NUMBER: ENG 16.015
MUNICIPAL PARK

ESTIMATE SUMMARY OF MAN-HOURS

FEE INCREASE JUSTIFICATION (CHECK BOX)

- Project Limits Changed - Original limits are from A to B and New limits are from A to C
- New Location Added -xyz is added as a new improvement location
- Improvement Type Changed: Resurfacing has changed to Reconstruction
- Acquisition Services Added:

	ORIGINAL	PROPOSED	INCREASE
Length (ft)			
# sites			
Eng Fee (\$)			

TASK DESCRIPTIONS	Scale	No. of Sheets	PERSONNEL										Totals				
			Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	GADD Manager	CAADD/GIS Tech	Survey Manager	Survey Crew	Project Admin					
PROJECT CONTROLS																	
Develop Project Scope			1				6			2	1	1					13
Internal Review (Subconsultant Mtg)			1				6					2					9
Utility Coordination			1				12			4	4	1.5	2				18.5
Public Agency Coordination/Permitting (Including County, City, TxDOT, TCEQ, HCD, I)			1				6			3	2						13
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			1				2									18.965	21.965
Monthly Invoicing			1														
QUALITY CONTROL																	
Select Review of Plans and Technical Specifications																	10
QA/QC Review 30% Submittal			2				8										10
QA/QC Review 60% Submittal			2				8										10
QA/QC Review 100% Submittal			2				8										0
Milestones Review Meetings with FHG (30%, 60%, Final)																	
SURVEY																	
Prepare Survey Request							2					1					3
Notations to Public and Private Agencies							2					1.5					3.5
Outa Collection / Field Survey							4					1.75		38			43.75
Process Field Data							4		1		1		7				10
Develop Tools							8		2		14	2	3				29
GEOTECHNICAL																	0
Develop Geotechnical Report and Recommendations																	0
ASBESTOS AND LEAD BASED PAINT																	0
Develop Report and Recommendations																	0
FLOOD PLAIN MANAGEMENT AND WELAND PROTECTION																	0
Develop Report and Recommendations																	0
HISTORICAL PROPERTIES																	0
Develop Report and Recommendations																	0
PLAN SHEETS																	
Cover Sheet			1				2				2.5						6.5
Index and Legend			1				2			1	2.5						6.5
Construction Notes, General Notes and Private Utility Company Notes			1				4			1	2.5						6.5
Typical Sections			1				3				12						19
Overall Layout Sheets			1				4			1	6						12
Existing & Proposed Drainage Conditions Area Map (Localized Areas)			1				1				9						12
Hydraulic Calculations			1				7			1.5	4.5						14
Develop Plans, Profiles & Site Layout Sheets			1				8			1	32						40
SIGNING AND PAVEMENT MARKING PLANS																	
Layouts and Details			0.5				1			1	3						5.5
TRAFFIC CONTROL PLANS																	
Overall Construction Sequencing Layout			0.5				2			1	4						7.5
Construction Sequencing Layout Sheets per Phase			0.5				2			1	4						7.5
TRAFFIC SIGNALIZATION PLANS																	
Existing, Proposed and Temporary Signal Layouts																	0
STREET LIGHTING LAYOUT PLANS																	
Lighting Layouts and Details																	0
STORMWATER POLLUTION PREVENTION PLANS																	
SWPPP Layouts and Details			1				3			0.5	3						7.5
FORMOT Form Preparation			1				2			0.5	2						5.5
TREE AND PLANT PROTECTION SHEETS																	
Tree Treatment Schedule																	0
Tree Details																	0
DETAIL SHEETS																	
Standard Details (Manhole, paving, Drainage, WWW, Electrical, Bridge, Signal etc.)			1				8			2	24						33
Miscellaneous Details			1				5			2	18						24
EARTHWORK SECTIONS																	
Cross Sections			1				5.5			2	15						24.5
Grading Layouts (Intersection etc.)			1				3.5			2	12						18.5
CONTRACT DOCUMENTS																	
Assemble Final Bid			1				8										7
Develop and Assemble Technical Specifications			1				8										7
BID PHASE SERVICES																	
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders			0.5				3										3.5
Addressing Bid Questions			0.5				2										2.5
Prepare and Issue Addenda			0.5				2										2.5
Conduct Bid opening / Check and Tabulate Bids			0.5				2										2.5
Council Meeting for Contract Awards			3				1										4
CONSTRUCTION PHASE SERVICES																	
Prepare Construction Award Documents			0.5				3										3.5
Pre-Construction Conference			1				2										3
Periodic Site Observations			4				16										20
Contractor Submittal Reviews			0.5				6										6.5
Contractor Pay Request Reviews			0.5				6										6.5
PROJECT CLOSE-OUT SERVICES																	
Construction Closeout			2				4			1	2	1	4				14
Submit As-Built Plans			1				2			1	6	1	2				15
SUBTOTAL			0	44	0	0	207	0	34.5	187	13.75	38	18.965	0	0	0	551.245
Loaded Hourly Rates			3	150.00			450.00		50.00	45.00	112.50	75.00	75.00				75.00
Direct Labor			3	6,600.00			20,700.00		1,725.00	8,415.00	1,581.25	7,000.00	474.91				46,496.16
Expenses (Perkins, Message, Postal, Printing, Copying and Misc Direct Expenses)																	
TOTAL ESTIMATE			0	6,600.00			20,700.00		1,725.00	8,415.00	1,581.25	7,000.00	474.91				46,496.16

“Exhibit E”
HIDALGO COUNTY
Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, _____, professional engineers of _____, Texas, hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

The scope of services to be provided by the **Owner** is identified in **EXHIBIT “A” – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT “B” – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT “D”**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section** _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4**, Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. ____.**

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Hon. Ramon Garcia, County Judge

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be provided by the Owner
- ATTACHMENT "B" - Services to be provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ 20____ concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

A. AGREEMENT

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

I. Article ____ of the **Agreement**, (article 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:
(ENGINEERING FIRM NAME)**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Hon. Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

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.

SAMES, Inc.
McAllen, TX United States

Certificate Number:
2016-25978

Date Filed:
03/14/2016

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

Hidalgo County- Urban County Program

Date Acknowledged:

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 goods or services to be provided under the contract.

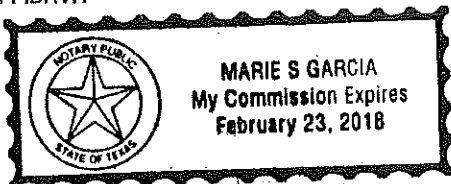
5014/15-55-0306-5000-9100-UCP-
Professional Engineering Services

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]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SAMUEL D. MALDONADO, this the 14th day of March, 2016, to certify which, witness my hand and seal of office.

[Signature] MARIE S. GARCIA HR DIRECTOR
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Enter Certificate number you wish to acknowledge:

Re-enter Certificate number you wish to acknowledge:

Acknowledge This Certificate

Completed Certificates

Certificate Number	Contract ID #	Business Entity	Date Completed	Certificate Status	Acknowledged Date	Action
2016-34973	5015-40-0315-5000-4000	TCG Investments LLC dba The Cambridge Group	04/04/2016	Acknowledged	04/05/2016	Print
2016-25978	5014/15-55-0306-5000-9100-UCP-	SAMES, Inc.	03/14/2016	Acknowledged	03/14/2016	Print
2016-19126	5012131415300306500000UPCGVG	JCON Construction LLC	02/26/2016	Acknowledged	03/09/2016	Print
2016-11682	5014-60-0311-5000-6000-UCP-GVG	South Texas Infrastructure Group, L.L.C.	02/10/2016	Acknowledged	02/10/2016	Print



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2016

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 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 SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	CONTACT NAME: Amanda M. Perez PHONE (A/C, No, Ext): (956) 687-1811 E-MAIL ADDRESS: aperez@safeguardnow.com	FAX (A/C, No): (956) 687-1819
	INSURER(S) AFFORDING COVERAGE	
INSURED Sames, Inc, DBA: Sam Engineering & Surveying, Inc 200 S Cage Blvd Suite A Pharr TX 78577	INSURER A: Foremost Signature Ins Co	NAIC # 41513
	INSURER B: Texas Mutual Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1632304212 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SBS005161429	4/3/2016	4/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TSP0001273721 20140805	8/5/2015	8/5/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
 2812 Sth Bus Hwy 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2016

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 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 Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200 Dallas TX 75240		CONTACT NAME: Judy Lozano PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No): (972) 644-8035 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkley Assurance Company	
		INSURER B: Certain Underwriter's at Lloyds	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 39462	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VUMC0070831	10/1/2015	10/1/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NHA073392	10/1/2015	10/1/2016	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liability			PGLARK04329-01	11/12/2015	11/12/2016	per Claim/Per Aggregate	\$2,000,000
							Deductible	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability policy contains a special endorsement with "primary and non-contributory" wording.

The general liability policy includes a blanket automatic waiver of subrogation endorsement that provides

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	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
	Bill Baldwin/YJL <i>William J. Baldwin</i>

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COMMENTS/REMARKS

this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The general liability policy include a blanket notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, for which 10 days notice is given. Notice is sent to the certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

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

2483969

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

SAMES, 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?

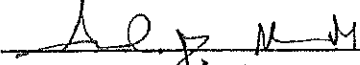
Yes No

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
Saul D. Maldonado

Date
01/3/2014

**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: S. D. Maldonado
Print Name: Saul D. Maldonado
Title: Principal
DUNS No. : 834820735
Telephone Number: 956.702.8880
Date: 04-12-2016

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: 4-14-2016
HAS ACTIVE EXCLUSIONS? YES ✓ NO
UCP COORDINATOR NAME: Guadalupe V. Garcia
UCP COORDINATOR SIGNATURE: [Signature]