



CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO URESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

11-25-08

Monica Luna

Urban County Program

We are requesting that you please process Change Order No. 2 in the amount of \$6,149.67 made by Dannenbaum Engineering for the Park Drive – Access Road to Community Center.

If you have any questions feel free to contact me at 581-7411.

Christopher R. Barrera

City of Palmview

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

September 25, 2008

Mr. John Alaniz
City of Palmview
403 W. Veteran's Boulevard
Palmview, Texas 78572

**RE: *Park Drive – Access Road to Community Center (Urban County Project)
Cost Proposal for Additional Work***

Dear Mr. Alaniz,

Enclosed please find our cost proposal for additional engineering services related to Park Drive – Access Road to the Community Center (Urban County Project) within the City of Palmview.

Our cost proposal includes engineering services in relation to Change Order No. 2 as described below:

- Research utilities (wet / dry)
- Utility Coordination
- Design / Plan Revisions
- Topo Survey / Cross Sections
- Data Collection

Please review our cost proposal and advise of your approval. Respectfully, upon your approval, we request that you please forward our cost proposal to Urban County for further processing.

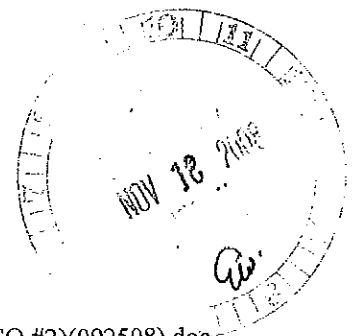
We appreciate the opportunity to continue to provide services to the City of Palmview.

Sincerely,



Louis H. Jones Jr., P.E.,
Principal

cc: Jesse Villegas, Project Coordinator



Prepared by: _____
 Reviewed by: _____
 Checked by: _____

EXHIBIT "A"
FEE BUDGET ESTIMATE
BASIC SERVICES - ENGINEERING/SURVEYING

inbaum Engineering Company - Madison, LLC

City of Palmview

Number: 4365-01

Name: Hidalgo County Precinct No. 3 City of Palmview Palm Drive & Community Center Access

DESCRIPTION OF WORK TASK	MANHOURS PER TASK BY CLASSIFICATION											TOTAL	TOTAL	TOTAL			
	PRINCIPAL (VII)	PROJ MGR (VI)	SENIOR (V)	PROJ ENG (IV)	ENGINEER (III)	RELG SR SURVY (II)	SURVEY 3-MAN (I)	ENG DGNR (III)	CADD / SURV TECH (II)	SECTY (I)	CONST MANAGER				CONST REP		
ENGINEERING	\$538.60	\$2,141.6	\$188.50	\$174.48	\$168.72	\$167.57	\$173.08	\$118.61	\$84.16	\$75.92	\$145.28	\$37.40					
RESEARCH/LITERATURE AND DRY(COORDINATIONS), DESIGN PLANS (CADD)																	
COORDINATION MEETINGS FOR CONFLICTS WITH AT&T																	
TOTAL HOURS - ENGINEERING	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL COST - ENGINEERING	\$0.00	\$428.32	\$0.00	\$0.00	\$337.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,610.00	\$0.00					
TOTAL HOURS PER CLASSIFICATION	0%	5%	0%	0%	5%	0%	0%	0%	18%	10%	45%	0%					
SURVEY																	
TOPOGRAPHY SURVEY (X-SECTIONS), DATA COLLECTION																	
TOTAL HOURS - SURVEYING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL COST - SURVEYING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$522.71	\$522.24	\$0.00	\$500.88	\$0.00	\$0.00	\$0.00					
TOTAL HOURS PER CLASSIFICATION	0%	0%	0%	0%	0%	28%	31%	0%	46%	0%	0%	0%					
REPRODUCTION - 11 X 17 PAPER COPIES																	
TOTAL HOURS - ENG / SURVY	0	2	0	0	2	0	0	0	14	4	19	0	0	0	0	0	0
TOTAL COST - ENG / SURVY	\$0.00	\$428.32	\$0.00	\$0.00	\$337.44	\$0.00	\$0.00	\$0.00	\$1,178.24	\$202.28	\$2,610.00	\$0.00					
TOTAL HOURS PER CLASSIFICATION	0.00%	4.26%	0.00%	0.00%	4.26%	6.58%	8.51%	0.00%	28.16%	5.51%	38.30%	0.01%					

MANHOURS PER TASK BY CLASSIFICATION

NO.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
2	SETS	5	1.50	7.50
0	SETS	0	6.00	0.00
0	SETS	0	10.00	0.00
0	SETS	0	10.00	0.00
0	SETS	0	10.00	0.00
0	SETS	0	10.00	0.00
2	SETS	10	0.12	1.20
0	COPIES/SET	0	0.15	0.00
0	PKGS	0	30.00	0.00
2	TRIPS	75	0.90	67.50
0	TRIPS	0	0.90	0.00
0	TRIPS	0	0.90	0.00
	TOTAL DIRECT EXPENSES			\$82.40

ENGINEERING/SURVEYING
 DIRECT EXPENSES
TOTAL ENGINEERING/SURVEYING COST
 \$6,187.27
 \$92.40
\$6,149.67

APPROX

**HIDALGO COUNTY
URBAN COUNTY PROGRAM
UCP CONTRACT CHANGE ORDER REQUEST**

CITY/PCT. <u>City of Palmview</u> (Address) 400 W. Veteran's Blvd. Palmview, Texas 78572	DATE: May 02, 2008 CHANGE ORDER NO. 2
CONTRACTOR/FIRM (Name & Address) IOC Company, LLC P.O. Box 4737 Edinburg, Texas 78540 Phone #: (956) 227-9327	PROJECT/NAME/ACCT. NO. 5006/07-93-0311-5000-9300
You are hereby requested to comply with the following changes from the contract plans and specifications: Street Improvements at Park Drive and Community Access Road in the City of Palmview, Texas.	

X

Final Quantitative Adjustments

Unit Prices

Quantitative Addition

Quantitative Deletion

Time Extension

Other

REASON:

Extend Commercial Plaza Drive to Bentsen Palm Dr. (Roadway Pavement Section).

Contract price prior to change order \$ 182,568.96

Net Increase/Decrease of this Change Order \$ 23,872.40

Contract Price with Change Order \$ 206,441.36

Increase/Decrease in time: 20 days.

HIDALGO COUNTY PRECINCT NO. 3 / CITY OF PALMVIEW
 STREET IMPROVEMENT PROJECT NO. 5066/07/93-0311-500-9300
 PALM DRIVE & COMMUNITY CENTER ACCESS
 HIDALGO COUNTY URBAN COUNTY PROGRAM - 4365-01

CHANGE ORDER NO. 2

Extend Commercial Plaza Drive to Bentsen Palm Dr. (Roadway Pavement Section)

Date: May 1, 2008

Contractor: IOC Company, LLC
 P.O. Box 4797
 Edinburg, Texas 78540

Owner: Hidalgo County Precinct #3
 100 East Cano
 Edinburg, Texas 78539

Subject: Street Improvements at Park Drive & Community Access Road in the City of Palmview, Texas
 DANNENBAUM JOB NO. 4365-01

In accordance with the terms and conditions of the above referenced contract, the work is hereby amended as follows:

ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	DAYS
ROADWAY PAVEMENT							
18		10' FLEX BASE (CALICHE)	SY	780	\$ 9.45	\$7,182.00	
19		2" ASPHALTIC CONCRETE PAVEMENT	SY	840	\$ 9.06	\$6,708.40	
20		EXCAVATION	SY	760	\$ 4.76	\$3,610.00	
21		CURB AND GUTTER (18")	LF	280	\$ 7.46	\$2,086.00	
22		TYPE 'C' INLET	EA	1	\$ 1,000.00	\$1,000.00	
2' ISLAND MEDIANS							
23		TYPE 'A' CURB	LF	80	\$ 7.45	\$596.00	
24		BRICK PAVERS	SF	70	\$ 40.00	\$2,800.00	
TOTALS						\$23,872.40	
ADDITIONAL DAYS REQUESTED							20

Total Change Order No.1	\$ 10,698.45
Total Change Order No.2	\$ 23,872.40
Original Contract Amount	\$ 171,870.51
Revised Contract Amount	\$ 206,441.36

Contract Days	Current Contract Days	Additional Day Granted	Contract Days with This Change Order
	90	0	90

APPROVAL(S)

Recommended for Approval
 Not Recommended for Approval

ENGINEER: DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC

Carlos C. Aguilar 5/2/08
 Carlos C. Aguilar, P.E.
 Project Manager

ACCEPTED:
 IOC Company, LLC

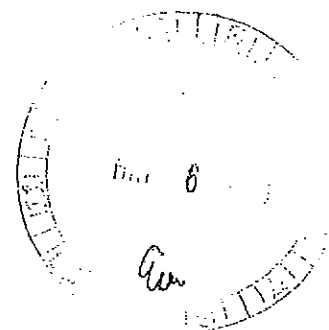
Oscar Cuellar
 Oscar Cuellar
 Managing Member

APPROVED:
 City Of Palmview

John V. Alaniz
 John V. Alaniz
 City Administrator

APPROVED:
 Hidalgo County Precinct #3

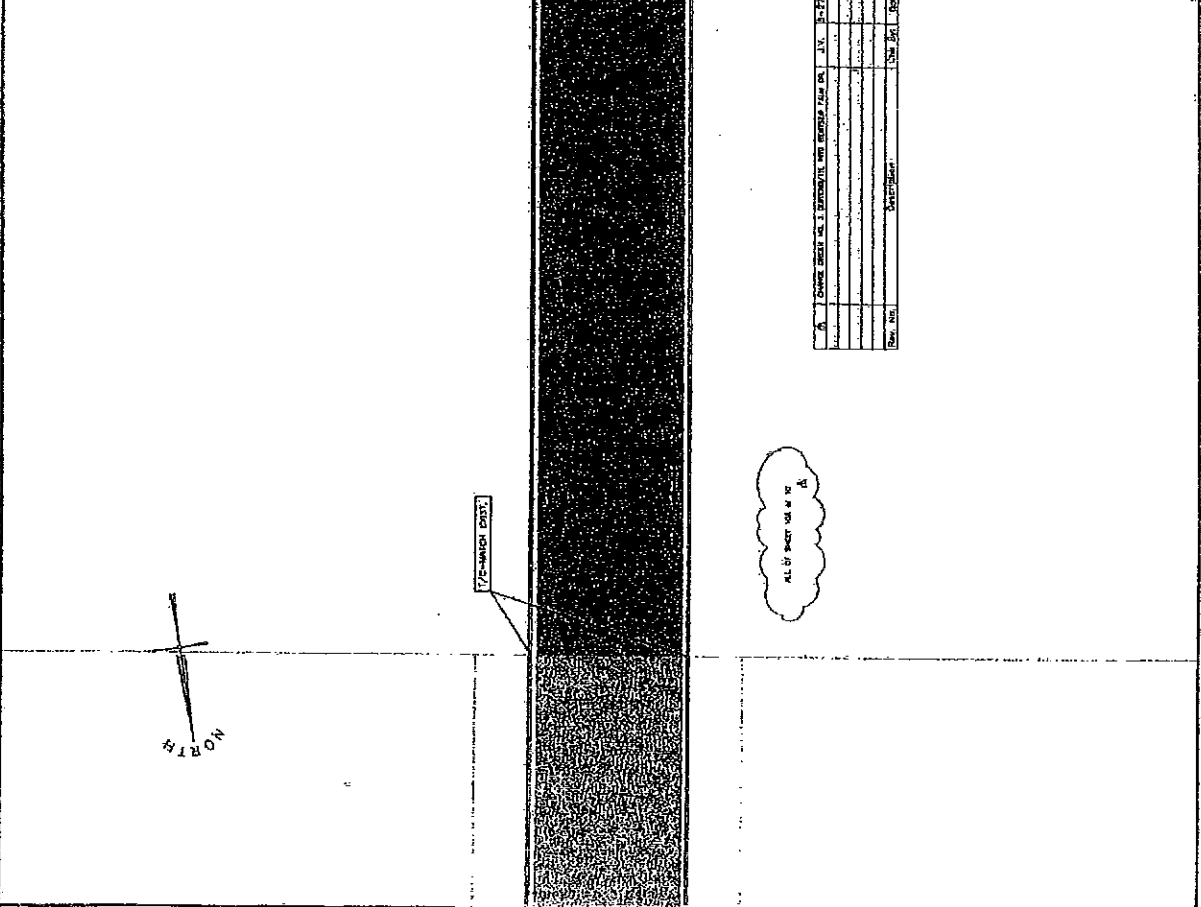
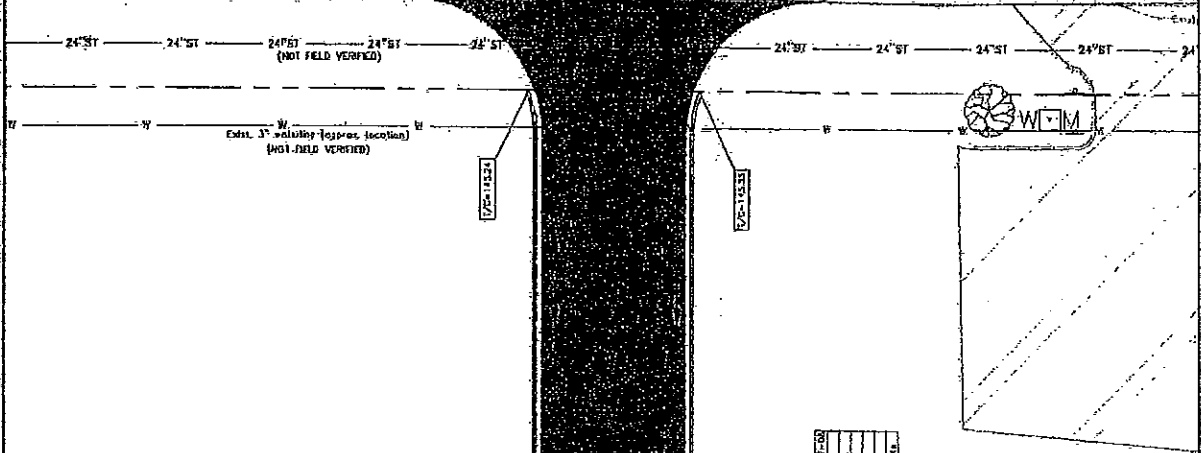
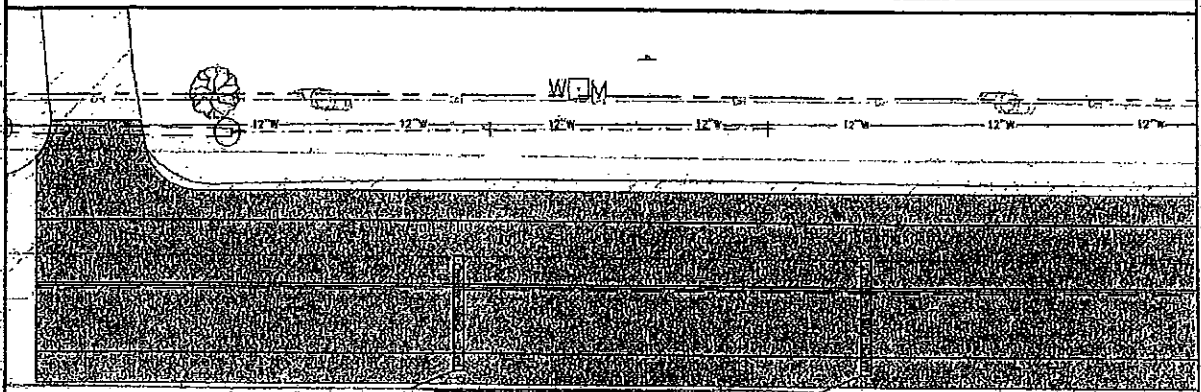
JD Salinas
 JD Salinas
 Hidalgo County Judge



DANNENBAUM
 EXTEND/TE-IN TO
 BENTSEN, PALM DR.
 CHANGE ORDER NO. 2

CITY OF PALMVIEW
 PALM DRIVE &
 COMMUNITY CENTER ACCESS

10A 10



NO.	DATE	DESCRIPTION	BY	CHKD
1	10/1/10	ISSUED FOR PERMITS	JAN	3-27-10
2				
3				
4				
5				
6				
7				
8				
9				
10				

ALL 3/4" MATCH WITH R



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5006-93-0311-5000-9300

Part I - Professional Services Agreement

This Agreement, entered into this 6th day of June, 2007 by and between Hidalgo County Precinct #3 and City of Palmview, (hereinafter called the "Party") and Dannenbaum Engineering Co. -McAllen LLC, duly authorized Engineer, herein acting by Louis Jones Jr., P.E. (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 engineering 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 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 Street Improvements Account(s) 5006-93-0311-5000-9300. (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 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 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 specification 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 and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. 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 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 sepia copies of as-built drawings of the constructed improvements, when requested.

- l. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party of Hidalgo County Precinct #3 and City of Palmview Four (4) sets of plans and four (4) 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 2.3a 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 Engineer 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 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 Engineer 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 the 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 \$19,745.82 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 II 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 II 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 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 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 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 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, sublet, or transfer 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 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 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 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 Engineer negligence done 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 this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 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.

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

SECTION XVII INSURANCE

The Engineer 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 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.
- 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 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.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be June 6, 2007. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

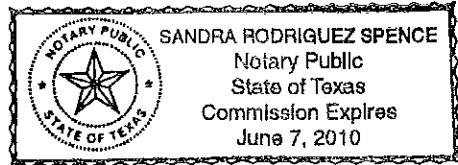
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Louis Jones Jr., P.E., President (Engineer)

Firm Name: Dannenbaum Engineering Co. -McAllen LLC

Address: 1109 Nolana Loop Suite 208
City/ST/ZIP: McAllen, Texas 78504

FED ID #/SS #: 74-1554644



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 24th day of August, 2007,
by Louis Jones of and on behalf of Dannenbaum Eng. Corp - McAllen, LLC
(title) (a corporation)(a partnership)(a sole proprietorship).

Sandra R Spence
Notary - Signature

City of Palmview:
Aida Livas
City Secretary

Joseph B. Garcia
Mayor

~~Hidalgo County Precinct #3:~~
[Signature]
Hidalgo County Judge

8/29/07
Date

County of Hidalgo Urban County Program:
Monica Luna
Witness

Diana R. Serna
Diana R. Serna, UCP Director

February 1, 2007

**CITY OF PALMVIEW
STREET AND DRAINAGE IMPROVEMENTS
SCOPE OF WORK FOR 2007 - 2008 (U.C. YEAR 20)**

A. ACCESS ROAD - PALMVIEW COMMUNITY CENTER

FROM: VETRANS BLVD. NORTH 740 LINEAR FEET, THEN WEST 400 LINEAR FEET FOR A TOTAL OF 1,140 LINEAR FEET

PROPOSED: 55 FEET AND 30 FEET BACK TO BACK STREETS WITH 2 INCH ACP, WITH 8" COMP. CALICHE FLEX-BASE, 6" COMP. SUB-GRADE, 500 L.F. OF 24" RCP WITH TWO 4' X 6' INLETS AND 40 L.F. OF 6 FEET CONCRETE VALLEY GUTTER, STRIPPING, STREET & SIDEWALK LIGHTING, 4 INCH X 5 FEET REINF. CONC. SIDEWALK

55 FEET B-B STREET SECTION

1.	2" ASPHALT CONCRETE PAVING	4,247	S.Y.
2.	8" CALICHE FLEX-BASE (COMP.)	4,655	S.Y.
3.	6" SUB-GRADE (COMP.)		
4.	18" CONC. CURB & GUTTER (REINF.)	1,470	L.F.
5.	36" CONC. VALLEY GUTTER (REINF.)	80	L.F.
6.	STORM SEWER INLET (TY. "A")	4	EA.
7.	24" R.C.P. (STORM SEWER)	500	L.F.
8.	SIGNS (STOP, SCHOOL, SPEED, ECT.)	10	EA.
9.	TEX-DOT ITEM #666 REFLECTORIZED PAVEMENT MARKINGS (TYPE II)	2,840	L.F.
10.	PREPARATION OF RIGHT OF WAY	7	STA.
11.	4" X 5' CONC.SIDEWALK (REINF.)	3,500	S.F.

30 FEET B-B STREET SECTION

1.	2" ASPHALT CONCRETE PAVING	735	S.Y.
2.	8" CALICHE FLEX-BASE (COMP.)	871	S.Y.
3.	6" SUB-GRADE (COMP.)		
4.	18" CONC. CURB & GUTTER (REINF.)	480	L.F.
5.	36" CONC. VALLEY GUTTER (REINF.)	30	L.F.
6.	STORM SEWER INLET (TY. "A")	2	EA.
7.	4" X 5' CONC.SIDEWALK (REINF.)	0	S.F.
8.	SIGNS (STOP, SCHOOL, SPEED, ECT.)	2	EA.
9.	TEX-DOT ITEM #666 REFLECTORIZED PAVEMENT MARKINGS (TYPE II)	300	L.F.
10.	PREPARATION OF RIGHT OF WAY	2.5	STA.
11.	CHAIN LINK FENCE RELOCATION	300	L.F.