

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
HIDALGO COUNTY ACTING BY AND THROUGH THE HIDALGO COUNTY URBAN
COUNTY PROGRAM AND DOS LOGISTICS, INC.**

This Amendment to the Agreement is made this 12th day of August, 2014 by and between Hidalgo County, Texas (the "County") and DOS Logistics, Inc., (the "Engineer").

WHEREAS, Hidalgo County received funds from the Texas General Land Office (GLO) to be used for the completion of the Precinct No. 1 – Delta Area Connector /East Lateral project;

WHEREAS, Engineer and County entered into a Professional Services Agreement (the "Agreement") dated May 22, 2012 for engineering services for the Delta Area Connector;

WHEREAS, Amendment No. 1 added additional services for Engineer and increased the fee to the Engineer under the Agreement to \$992,411.00;

WHEREAS, the Agreement now requires an amendment in order to add additional services for an additional seven (7) parcels of real property for Metes and Bounds and related survey information as required for parcels associated with the project; and

WHEREAS, the parties desire to amend the Agreement as herein after provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Engineer hereby agree to the following amendment to the Agreement:

1. Exhibit A of the Agreement is amended by the addition of Exhibit A-2, a copy of which is attached hereto.

2. The first sentence of Section 6.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

The Engineer shall be paid a total fixed amount of \$1,008,861.00 for services rendered under this contract.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain 7/25/2014

Stephen L. Crain



DOS LAND SURVEYING, LLC

Surveying Proposal

Client: Urban County

Project: Delta Area Connector East Lateral Drain

Date: 7/24/2014

Scope of Work

Generate 7 additional Right of Way Parcels Plats and Metes and Bounds easements for the Delta lake Irrigation District, being PARCEL 2E, PARCEL 3E, PARCEL 4E, PARCEL 5E located in Lot 32, Lot 43, Lot 50 and Lot 51 of the Delta Orchards Company Unit No 4, as recorded in Volume 6, Page 17 of the Map Records of Hidalgo County, and PARCEL 6E, PARCEL 7A-E and PARCEL 7E located in Lot 2, Block 101 and Lot 3, Block 101 of the Missouri-Texas Land Irrigation Company's Subdivision,

We propose to render the professional services as described in the Scope of Work in connection with the project named above. Upon acceptance of the proposed services and fees performance of the Scope of Work will begin. You will be contacted for any information necessary to perform the proposed services.

Item	Description	Fees
1	Scope of work as outlined above	\$ 16,450.00
2		
3		
4		
5		
TOTAL \$		16,450.00

Client acknowledges that it has selected Dos Land Surveying, LLC (DLS) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between

Urban County

(CLIENT)

and DLS (SURVEYOR). CLIENT retains SURVEYOR to perform the professional services in connection with the matter described above in Scope of Work.

CLIENT
Urban County

SURVEYOR
Dos Land Surveying, LLC

by: _____
Title: _____

Juan M. Castillo 7-24-14
Juan M. Castillo, R.P.L.S.
Survey Manager
1002 East Exp 83
Weslaco, TX 78596
Ph (956) 968-8800
Fx (956) 447-8194





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2014

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 RON ROBERTSON INSURANCE AGCY 7322 SW Frwy #1850 Houston, TX 77074	CONTACT NAME: Thomas Henrichsen	
	PHONE (A/C, No, Ext): (713) 771-6686 FAX (A/C, No): (713) 779-9410 E-MAIL: thomashenrichsen@aol.com ADDRESS:	
INSURED Dos Logistics, Inc. 1002 East Expressway 83 Weslaco, TX 78596 956-968-8800	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Northfield Insurance	
	INSURER B: Sentinel Insurance / Hartford	
	INSURER C: Texas Mutual Insurance Company	
	INSURER D: Evanston Insurance Company	
	INSURER E: Tower National Insurance	
	INSURER F: Travelers Insurance	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BA-2410ACR	10-28-13	10-28-14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61 UECK04021	08/20/13	08/20/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6523-AZ23	10-28-13	10-28-2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001199185	05/18/13	05/18/14	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional E&O			EED 0001028	10-28-13	10-28-14	\$2,000,000 occurrence
F	Valuable Papers			QT6604226L899	06/29/2013	06/29/2014	\$ 100,000 Occurrence

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

Hidalgo County is an additional insured with respects the General Liability and automobile liability policy(ies subject to policy terms, conditions, limitations and exclusions

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY 2812 S. Business Hwy 281 Edinburg, TX 78539	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

FW: Amendment No.2 to Professional Service Agreement

From : Stephen L. Crain <scrain@atlashall.com> Fri, Jul 25, 2014 02:30 PM
Subject : FW: Amendment No.2 to Professional Service Agreement 📎 1 attachment
To : 'Amanda Flores' <amanda.flores@co.hidalgo.tx.us>

Good Afternoon Amanda:

Please see the revised Amendment for Professional Services with Urban County and Dos Logistics.
If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain
Telephone no. 682.5501

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 2:33 PM
To: Steve Crain
Subject: Re: Amendment No.2 to Professional Service Agreement

Original Engineering Fee: 874,911.00
Amendment No. 1 : \$992,411.00
Amendment No. 2 : 1,008,861.00 (992,411+16,450)

From: "Steve Crain" <scrain@atlashall.com>
To: "Amanda Flores" <amanda.flores@co.hidalgo.tx.us>
Sent: Thursday, July 24, 2014 2:31:22 PM
Subject: RE: Amendment No.2 to Professional Service Agreement

Is the engineer's fee after Amendment No. 1 and before the proposed Amendment No. 2 \$992,411.00?

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 1:37 PM
To: Steve Crain
Subject: Re: Amendment No.2 to Professional Service Agreement

Mr. Crain,