

STATE OF TEXAS           §  
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COUNTY OF HIDALGO   §

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN  
HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.**

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY** (the “County”), and **COOK-JOYCE, INC.** (the “Company”) is entered into between the parties effective this 30<sup>th</sup> day of **December 2010**.

**WHEREAS**, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the “Agreement”)

**WHEREAS**, the Company desires to modify the scope of work in Exhibit A, to the Agreement provided by the Company.

**WHEREAS**, the parties desire to amend the Agreement as hereinafter provided.

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

1.     Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County desires to amend the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. This engineering work for a permit amendment application was initiated in 2010 and will be completed for submittal to TCEQ. All requirements of 30 TAC Chapter 330, Subchapter B must be updated in the Application as well as the Site Operating Plan

described in Subchapter D. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$62,500 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

## 2. Task 2 –Construction Quality Assurance for Landfill Final Cover

As portions of the landfill are brought up to design elevations by disposal operations, Precinct 3 forces or contractors will begin installing compacted clay cover over landfilled waste as required by the permit. The potential for this work has been coordinated with other County earthwork projects which may have soil available for the landfill cover project.

CJI will provide construction quality assurance observation and a Construction Certification Report for this work. As required by TCEQ, the Report will be sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the soil compaction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 9 days over 4 work periods is included for this task.

The budget for this work task is \$20,250.

## 3. Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

1. field moisture and density tests (a maximum of 8 testing trips)
2. permeability tests of shelby tube samples (a maximum of 4 tests)
3. sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
4. Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$7,000. Additional sampling requirements may require an

amendment to the budget.

### **PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE**

This scope of work will be conducted as further described in the Professional Services Agreement. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Auctioneer 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**

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COUNTY CLERK, HIDALGO COUNTY

**ATTEST:**

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Arturo Guajardo, Jr., County Clerk

**COOK-JOYCE, INC.**

\_\_\_\_\_  
Stephen L. Cook, P.E., President

Approved as to Form:

**ATLAS & HALL, L.L.P.**

By: \_\_\_\_\_  
Stephen L. Crain