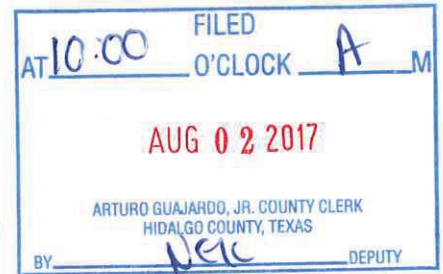


THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-17-168-07-11**



**THIS AGREEMENT** is made effective the **11<sup>th</sup>** day of **July, 2017**, by and between the **County of Hidalgo, Texas** ("County") and **MTME, LLC d/b/a Modern Technology-Modern Environment** ("Engineer").

**WITNESSETH:**

**WHEREAS**, the County requires engineering services for the: "**Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site - (GWSAP)**" located within **Hidalgo County Precinct No. 4** and (*to remain in compliance with TCEQ*), and

**WHEREAS**, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Engineer Services", and

**WHEREAS**, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

**WHEREAS**, County has determined that the services of "Professional Engineer" are sometimes necessary to carry out the required Engineer activities; and

**WHEREAS**, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional right-of-way Engineer to assist the County by providing review of Engineer services; and

**WHEREAS**, County has selected the Engineer to provide the review engineering services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Engineers.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. **Scope of Services.** Engineer agrees to provide to County “**Engineer Services**” for the “**Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site**” project located within **Hidalgo County Precinct No. 4**, and *(to remain in compliance with TCEQ)* as shown in Exhibit “A” attached hereto and entitled “Services to be provided by the Engineer”. *In the event the Engineer does not provide engineering services of the highest quality prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and engineering services are secured from another firm, Engineer will be responsible for any additional charges or expenses incurred by Hidalgo County.*

*Further, in the event that it is demonstrated by Engineer that Hidalgo County has caused or delayed thus preventing the Engineer from meeting the specified agreed upon deadline to provide the engineering services, Engineer must advise with written notice to the Purchasing Department to authorize and to secure additional time to comply.*

2. **Non-Exclusive Services of Engineer.** Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement. The County assumes no liability or obligation for payment to the Engineer for work performed or costs incurred by the Engineer prior to the date authorized by the County for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Term.** This Agreement is shall be for a period of **three (3) years**, effective, **July 11, 2017**, and will expire **July 10, 2020**, with the **County’s option to extend/renew for an additional two (2) one (1) year terms**, (under the same rates, terms and conditions or unless sooner terminated as provided herein). The Engineer will not begin work or incur costs until authorized in writing by the County for each “Purchase Order”.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "B-1" attached

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## ENGINEERING COST PROPOSAL

### Groundwater and Landfill Gas Monitoring

The cost for each groundwater/gas monitoring event for personnel and equipment will be \$7,200.

The cost for each groundwater/gas monitoring event for the report will be \$3,200.

The cost for each groundwater/gas monitoring event for laboratory analytical cost will be \$6,917.

Once the new GWSAP is approved, the analytical costs will be reduced to \$ 4,901 for each event.

The cost for each stand alone gas monitoring event, including the report will be \$1,400.

The total cost for a half-year with one groundwater/gas event and one gas-only events will be:

$$1 \times (\$7,200 + \$3,200 + \$6,917) + 1 \times \$1,400 = \$18,717$$

The total cost for a calendar-year with two groundwater/gas events and two gas-only events will be:

$$2 \times (\$7,200 + \$3,200 + \$6,917) + 2 \times \$1,400 = \$37,434$$

The total cost\* for the initial 3-year period is:

2017**	\$37,434
2018	\$37,434
2019	\$37,434
2020	\$18,717 (1 <sup>st</sup> half)

Total\* \$131,019

\* The cost for each groundwater monitoring event will be adjusted downward for reduced laboratory analytical cost after the new GWSAP is approved. Savings from the reduced analytical criteria will be reflected in the amount billed.

\*\*A first-half 2017 groundwater sampling event may not be possible given the contract start date. In which case, the monitoring cost for 2017 will be \$18,717.

The invoice for each monitoring event will accompany or will follow shortly after submission of each report.

### Groundwater Sampling and Analysis Plan (GWSAP) Modification

The cost for finalization of the GWSAP Modification and follow-up activities is expected to be no greater than \$5,000 , including the \$150 modification fee, and will be completed at the rates indicated in the Engineering Rates table.

### Establishment of Groundwater Statistical Prediction Limits

The statistical limits will not be established during the initial three-year term because the background monitoring would not be complete. Given the time frame, a detailed quote is not provide but we expect the task to cost no more than \$5,000. As we approach the time for this activity, we will prepare a quote.