

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**AMENDMENT NO. 5  
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 6<sup>TH</sup> day of **JANUARY, 2015**.

**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. Exhibit A to the Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof.
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company 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  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 1-6-15 RD

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

**COOK-JOYCE, INC.**

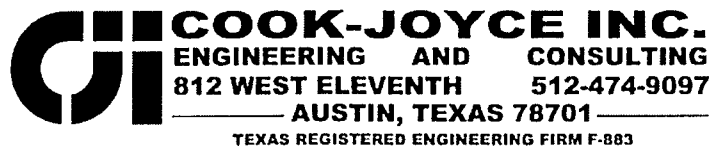
Kathy L. McGee  
~~Stephen L. Cook, P.E., President~~  
Kathy L. McGee

Approved as to Form:

**ATLAS, HALL & RODRIGUEZ, LLP**

By: Stephen L. Crain  
Stephen L. Crain

EXHIBIT "A"



December 1, 2014

Commissioner Joe Flores  
Hidalgo County Precinct 3  
P.O. Box 607  
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill  
Landfill Engineering Services  
Amendment to Contract No. 05026.05

Dear Commissioner Flores:

Cook-Joyce, Inc. (CJI) is pleased to provide this proposal for continuing engineering services that support the operation, and phased closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, the Texas Commission on Environmental Quality (TCEQ) approved a landfill Permit amendment in 2012 that increased the landfill capacity and allow continued operations through approximately 2015. The landfill must operate under engineering guidance to monitor methane gas, develop disposal cells in accordance with the Permit amendment, and install final cover soil over waste in completed landfill cells. This work will be authorized as an Amendment to the Professional Services Agreement 05026.05 (PSA) originally approved on May 5, 2008, and CJI will perform these services economically under the terms of the standard County contract developed for the landfill. An additional budget amount of \$89,545 is added to the PSA to provide the engineering and construction quality assurance services described below, starting on the date of approval of the Amendment by the Hidalgo County Commissioners Court.

The rate of waste received at the landfill is variable and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Future work, therefore, will continue until work tasks have been accomplished or the budget exhausted.

## SCOPE OF WORK

### 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.



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The newly amended landfill permit increased the authorized height of portions of the landfill and authorized a new disposal cell for selected (Type IV) wastes to the east of the current landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. Guidance will be provided to the County for specific site development, operations and TCEQ notice procedures that are contained within the amended permit. Additionally, if closure work will involve contractor bids, the bid plans and specifications can be developed under this task.

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

Work will be conducted as requested by Precinct 3 managers up to the \$14,920 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.

#### 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. Because the landfill is nearing its design capacity, closure of all of the three remaining Type I waste quadrants of the landfill and the Type IV waste landfill are anticipated. This closure work is expected to be staged so that it is accomplished in as many as 3 individual construction projects.

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

Observation of the work will be provided when the soil compaction activity is underway. Observation during as many as 30 days over 15 work periods is included in the \$52,200 budget for this task.

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

Soil testing by a laboratory subcontractor will be provided during the construction project as required by TCEQ. Tests assumed for each of three remaining closure projects include:

- field moisture and density tests (a maximum of 5 testing trips by laboratory personnel)
- permeability tests of shelly tube samples (a maximum of 4 tests)



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- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- Standard Proctor and remolded permeability test (1 test)

The budget for this work task is \$22,425. 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. A new billing rate schedule is attached for use with this Amendment to the Services Agreement.

CJL appreciates your consideration of this scope of work. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy L. McGee'.

Kathy L. McGee, P.E.  
President

KLM:nn

Attachments

cc: Brian Dudley



## EXHIBIT B

### RATE SCHEDULE PROJECT 12010.01 – HIDALGO COUNTY SERVICES RENDERED THROUGH 31 DECEMBER 2015

#### PERSONNEL

Services of CJI personnel will be billed at the following hourly rates:

Principal	\$ 185.00
Associate/Senior Project Staff	145.00
Project Staff V	125.00
Project Staff IV	105.00
Project Staff III	90.00
Project Staff II	80.00
Project Staff I	70.00
Technician III	65.00
Technician II	55.00
Technician I	45.00
Administrative Support III	60.00
Administrative Support II	50.00
Administrative Support I	40.00

#### UNIT COST ITEMS

Mileage for project-related travel is charged at the prevailing IRS reimbursement rate. Domestic, long-distance telephone service is charged at \$0.25 per minute. In-house printing and copying is charged at \$0.10 per letter size image for non-color prints. Color printing is charged at \$1.00 per letter size image. Use of certain CJI-owned field equipment is charged at hourly, daily, or monthly rates; a detailed quotation will be provided upon request.

#### REIMBURSABLE EXPENSES

Expenses which CJI directly incurs either in the performance of its services or in order to perform its services are charged to THE CLIENT at actual cost plus 15 percent. These include, but are not limited to, travel expenses, expendable supplies, rented or leased equipment, outside duplication service, subconsultants, and subcontractors.

#### EXPERT WITNESS SERVICES

Expert witness services are billed at multiplier-adjusted standard rates. Time spent preparing for, being present for (stand-by time), and providing expert testimony on the client's behalf will be billed to the client.

The multiplier for expert witness services in the state court system is 120% for preparation and stand-by time, and 150% for providing sworn testimony. The multiplier for expert witness services in the federal court system is 140% for preparation and stand-by time, and 200% for providing sworn testimony.



## EXHIBIT B

### PAYMENT

Invoices are submitted monthly for all services rendered during the previous month. Payment must be received at CJ's Austin office within thirty (30) days of the invoice date. Attorneys' fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.