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TRANSMITTAL FORM

Today's Date:	<u>12/10/2021</u>	Department:	<u>123 - Commissioner Precinct 3</u>
Contract No.:	<u>C-08-222-05-19</u>	Effective Date:	<u>11/30/2021</u>
Description of Project:	<u>Project No. 21-0919-JDC: Amendment No. 7 - Additional Professional Engineering Services</u>		
Awarded Vendor:	<u>INTERA, Inc.</u>		
CC Approval on	<u>11/30/2021</u>	AI-	<u>83568</u>

Routing of documents:

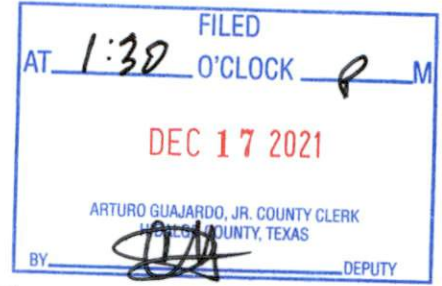
- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Robert Viña
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: JD Cortez ext. 4882

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- ~~Contract/Agreement~~ Amendment No. 7
- ~~Exhibit A – RFB Procurement Packet~~
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**AMENDMENT NO. 7 TO C-08-222-05-19
A PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND INTERA INCORPORATED**

This **AMENDMENT** to the service contract ("Contract") is made this 30th day of **November, 2021**, by and between the **County of Hidalgo, Texas** ("County") and **Intera, Incorporated (FKA Cook-Joyce, Inc.)** ("Company").

WHEREAS, on May 05, 2008, the County and Company entered into a Professional Services Agreement, in which the Company agreed to provide professional engineering services for the Precinct 3 Peñitas Landfill project to the County.

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

WHEREAS, as authorized by the terms of the Agreement, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their heirs, executors, administrators, legal representatives, successors, and assigns where permitted by the Agreement; and

WHEREAS, as authorized by the terms of the Contract, any Amendments will be effective if made in writing and approved by the Parties; and

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

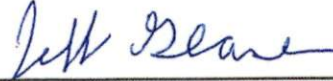
NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Exhibit A to the Agreement is modified to include the services listed in the proposal dated November 19, 2021, herein attached as Exhibit A.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

[SIGNATURE PAGE TO FOLLOW]

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

INTERA, INCORPORATED




Jeff Glaser, Principal Engineer
Environmental Permitting Group Manager

HIDALGO COUNTY, TEXAS



Richard F. Cortez, County Judge


Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 11-30-21 MM

APPROVED AS TO FORM:
Hidalgo County Office of District Attorney
Ricardo Rodriguez Jr.



Robert Viña III
Assistant District Attorney

November 19, 2021

Commissioner Everardo Villarreal
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 Villarreal:


INTERA, who acquired Cook-Joyce earlier this year, is pleased to provide this proposal for continuing engineering services that support the Hidalgo County Precinct 3 - Peñitas landfill and waste management transition following its closure. The landfill is currently in its first year of the 30-year post-closure period. The landfill must operate under engineering guidance to monitor methane gas, annually inspect the integrity of the buried waste, provide erosion or drainage maintenance and report to TCEQ. This work will be authorized as an Amendment to the Professional Services Agreement 05026.05 (PSA) originally approved on May 5, 2008, and INTERA will perform these services economically under the terms of the standard County contract developed for the landfill. An additional budget amount of \$13,000 is requested to be added to the PSA to continue to provide the engineering services described below.

The range of engineering work at the landfill is variable, and a specific projection of the completion date for engineering services can vary. Future work, therefore, will continue until work tasks have been accomplished or the budget exhausted.

SCOPE OF WORK

Task 1 – Waste Management Guidance, Permit Compliance and Post-Closure Monitoring

Engineering guidance will be provided as requested to provide solid waste management guidance and support Precinct 3 landfill post-closure operations in compliance with the TCEQ permit and Precinct needs. Assistance may include annual TCEQ reports, landfill inspection and guidance, methane gas monitoring, landfill plan updates, and alternative waste management methods. Currently, inspection and monitoring by an engineer is required from one to four times a year (currently the post-closure plan calls for methane monitoring 4 times a year). If the landfill remains secure, a request may be made to reduce the duration or frequency of monitoring and inspections.



Commissioner Everardo Villarreal
November 19, 2021
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Work will be conducted as requested by Precinct 3 managers up to the \$13,000 budgeted for this Task. If the work effort required by this task exceeds the budget, a budget amendment may be required.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in the Professional Services Agreement. Soil testing or surveying which may be needed during the work will be provided by a testing or 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.

INTERA appreciates your consideration of this scope of work. It is a pleasure to assist you with the landfill operations and closure. If any further information is needed, please give Brian Dudley, P.E. a call at 512/771-3242 (mob).

Sincerely,



Jeff Glaser, P.E.
Principal Engineer and Environmental Permitting Group Manager

JG:nn

Attachment

cc: Brian Dudley, P.E.



Billing Rates Effective November 19, 2021

Hourly Rate

Principal Engineer/Scientist I	\$250
Principal Engineer/ Scientist II	\$225
Principal Engineer/ Scientist III	\$210
Sr. Engineer/Scientist I	\$195
Sr. Engineer/Scientist II	\$180
Sr. Engineer/Scientist III	\$165
Sr. Engineer/Scientist IV	\$150
Engineer/Scientist I	\$140
Engineer/Scientist II	\$130
Engineer/Scientist III	\$120
Engineer/Scientist IV	\$110
Engineering/Scientist Intern	\$76
Sr. CAD/Graphics	\$95
CAD/Graphics	\$80
Sr. Technician	\$115
Technician	\$72
Sr. Technical Editor	\$115
Technical Editor	\$82.50
Project Associate	\$75

15% Markup on other direct costs such as subcontractors, travel and equipment
Mileage is billed at the prevailing IRS reimbursement rate