



**RIVERBEND RESOLUTION NO. 20191024-05**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO  
ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES RELATED TO A  
SUPPLEMENTAL ENVIRONMENTAL PROJECT WITH MTG ENGINEERS &  
SURVEYORS**

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, Riverbend Water Resources District has completed the formal process through publication and notice for Request for Qualifications for Engineering Services for a Master List for Civil, Structural, and Environmental Engineering and Local, State, and Federal Water Planning/Contract Execution for Water and Wastewater Systems; and

**WHEREAS**, Riverbend Water Resources District chose seven (7) out of the thirteen (13) competitive proposals submitted through the formal process to be added to an Engineering Master List; and

**WHEREAS**, Riverbend Water Resources District has a need for assistance with a Supplemental Environmental Project related to the Industrial Wastewater Plant;

**WHEREAS**, MTG Engineers & Surveyors is fully qualified and certified to provide these services; and

**WHEREAS**, the professional engineering services sought by Riverbend Water Resources District as provided herein shall be in accordance with the amounts Riverbend approved within the budgets; and

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director/CEO shall be and is hereby authorized to enter into an interlocal agreement/contract for engineering services related to the Supplemental Environmental Project with MTG Engineers & Surveyors on terms substantially the same as attached hereto and further reviewed by general counsel.

**PASSED and APPROVED this 24<sup>th</sup> day of October 2019**

  
\_\_\_\_\_  
Sonja Hubbard, President



**ATTEST:**

  
\_\_\_\_\_  
Marshall Wood, Secretary

Attached: MTG Engineers & Surveyors Services Contract

## **ENGINEER CONSULTING SERVICES CONTRACT FOR RIVERBEND WATER RESOURCES DISTRICT**

THIS CONTRACT is made and entered into by and between RIVERBEND WATER RESOURCES DISTRICT, with its principal office at 228 Texas Avenue, Suite A, New Boston, Texas 75570 (hereinafter called "RWRD") and MTG Engineers & Surveyors, with its Texarkana office at 5930 Summerhill Rd, Texarkana, TX 75503 (hereinafter called "CONSULTANT").

**WHEREAS**, RWRD desires to conduct a Supplemental Environmental Project (SEP) related to the Texas Commission on Environmental Quality (TCEQ) Agreed Order for Enforcement Case No. 57472. The SEP will consist of a Sanitary Sewer Evaluation Survey (SSES) to help identify inflow/infiltration, specific streams of wastewater that enter into the collection system that are equal to or in excess of the Ron Collins Treatment Facility effluent permit limits and propose a solution on how to pre-treat or intercept this wastewater before it enters the wastewater plant; (hereinafter called "PROJECT"); and

**WHEREAS**, RWRD desires to obtain professional engineer consulting services in connection with PROJECT; and

**WHEREAS**, CONSULTANT represents that CONSULTANT is qualified and capable of performing the services proposed herein, is acceptable to RWRD, and is willing to enter into a CONTRACT with RWRD to perform such services; and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, RWRD and CONSULTANT agree as follows:

### **ARTICLE I**

#### **RETAINER**

RWRD agrees to retain CONSULTANT and CONSULTANT agrees to perform services in connection with PROJECT. RWRD agrees to pay and CONSULTANT agrees to accept fees as specified hereinafter as full and final compensation for the services authorized and accomplished.

It is understood and agreed that no professional services of any nature shall be undertaken under this CONTRACT by CONSULTANT until CONSULTANT is instructed in writing by RWRD to commence with the work.

### **ARTICLE II**

#### **PROFESSIONAL QUALITY**

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and services furnished by CONSULTANT under this CONTRACT. Approval by RWRD of PROJECT DOCUMENTS, services, and incidental

services shall not in any way relieve CONSULTANT of responsibility for the technical accuracy of the services performed. RWRD's review, approval or acceptance of, or payment for any of the services described herein shall not be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

### **ARTICLE III**

#### **ENGINEER CONSULTING SERVICES**

CONSULTANT agrees to perform certain SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this CONTRACT. CONSULTANT shall perform SERVICES necessary for completion of the PROJECT as follows:

- 1) Provide all services and information as specifically outlined in the Scope of Work attached hereto as ATTACHMENT A for production of a SSES; testing of specific streams of wastewater; and development of a pre-treatment ordinance. All work product project documents shall be documented in accordance with the TCEQ's SEP project rules and guidelines.
- 2) Provide all work product PROJECT DOCUMENTS in accordance with the schedule, as set forth in ATTACHMENT A.

### **ARTICLE IV**

#### **SPECIAL ENGINEER CONSULTING SERVICES**

Any various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of the SERVICES covered by ARTICLE III preceding, shall be arranged for separately in an additional contract between RWRD and CONSULTANT or by an amendment to this contract which requires mutual agreement of the Parties in writing.

### **ARTICLE V**

#### **SERVICES BY RWRD**

RWRD and its representatives will render services inclusive of the following:

- 1) Assist CONSULTANT by placing at CONSULTANT'S disposal all available written information and technical data in RWRD's possession and control pertinent to the PROJECT, and CONSULTANT shall be able to reasonably rely without independent verification upon the information and data provided by RWRD, except to the extent that RWRD has expressly requested CONSULTANT to verify as part of the SERVICES;

- 2) Provide in writing any specific RWRD requirements or criteria for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- 3) Examine documents submitted by CONSULTANT and render a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S services;
- 4) Furnish information required as expeditiously as possible and in a reasonable time within the context of the PROJECT for the orderly progress of the work, including any document or inquiry required to be commented, reviewed, or approved by RWRD;
- 5) The Executive Director shall serve or appoint, in writing, a representative that CONSULTANT shall be entitled to rely upon regarding decisions made by RWRD. All subsequent communication to RWRD shall be deemed made when conveyed in writing to the representative at the location specified in ARTICLE XIX, NOTICES; and
- 6) The services, information, and reports required by this ARTICLE, inclusive, shall be furnished at RWRD's expense, and RWRD will use its best efforts to apprise CONSULTANT of any inaccuracies or inconsistencies in the information provided.

## **ARTICLE VI**

### **COMPENSATION**

#### **A. ENGINEER CONSULTING SERVICES**

For and in consideration of the SERVICES (ARTICLE III) to be rendered by CONSULTANT, RWRD shall pay and CONSULTANT shall receive compensation as hereinafter set forth. All remittance by RWRD for such compensation shall either be mailed or delivered to CONSULTANT'S office as identified in ARTICLE XIX, NOTICES.

Compensation for SERVICES shall be paid by RWRD to CONSULTANT for all services required for work stated under ARTICLE III, in an amount not to exceed Fifty Thousand dollars (\$50,000.00), plus any additional compensation for services under ARTICLE IV.

#### **B. SPECIAL SERVICES**

For and in consideration of the SPECIAL SERVICES set forth in ARTICLE IV, herein, RWRD shall pay CONSULTANT according to the terms and conditions set forth in a subsequent AGREEMENT or an amendment to this AGREEMENT, which shall be further set forth in writing.

#### **C. METHOD OF BILLING**

For services performed by CONSULTANT for RWRD under the terms of this CONTRACT, CONSULTANT shall submit monthly statements reflecting CONSULTANT'S requested compensation for that portion of the SERVICES completed by CONSULTANT and shown by invoice, less a 5% retainage until completion of the PROJECT, notwithstanding any subsequent SPECIAL SERVICES. Each invoice must also include a detailed account of the progress made on the PROJECT, including progress by project task



and subtask correlating with percentage completion during the current monthly billing period and with percentage completion total to-date. Upon completion of the PROJECT, CONSULTANT shall submit a FINAL INVOICE and request full payment along with any previously withheld retainage.

The billing for any SPECIAL SERVICES shall be outlined if and when the Parties choose to enter into an agreement or amendment for such additional CONSULTING SERVICES.

D. TIME OF PAYMENT OF COMPENSATION

CONSULTANT shall submit a request for partial payments for services on a monthly basis, as evidenced by monthly statements submitted by CONSULTANT to RWRD; the monthly statements will include a progress report summarizing the work performed during the payment period; and final payment for services authorized shall be due upon completion of these services. This entire provision relating to time of payment for SERVICES is subject to receipt of progress reports and withholding of retainage as set forth under ARTICLE VI.,C.

Should RWRD fail to make payment to CONSULTANT for the sum named in any partial or final statement, and when payment is past due for more than forty-five (45) days, then RWRD shall pay to CONSULTANT, in addition to the sum shown as due by such statement, interest thereon at the highest rate as recognized and allowed by Texas Law.

However, in the event that the sum shown as due to CONSULTANT by such statement shall be disputed, questioned, or objected to by RWRD, then said interest rate from the date due shall only apply to that portion or amount of payment which is finally and mutually agreed upon by RWRD and CONSULTANT to be rightfully due and owing to CONSULTANT.

**ARTICLE VII**  
**CONFIDENTIALITY**

A. CONFIDENTIAL INFORMATION

CONSULTANT shall treat as confidential information all data delivered to it by RWRD, all draft or working documents, or all PROJECT DOCUMENTS developed in the performance of the SERVICES that are specified in writing by RWRD to be confidential ("CONFIDENTIAL INFORMATION"). CONFIDENTIAL INFORMATION shall not be disclosed to third Parties by CONSULTANT without the consent of RWRD, except in the proper performance of the SERVICES, for a period of 5 years following completion or termination of this AGREEMENT.

B. EXCLUSIONS

Notwithstanding the above, these restrictions shall not apply to CONFIDENTIAL INFORMATION which (i) is already known to CONSULTANT; (ii) becomes publicly known through no wrongful act or omission of CONSULTANT; (iii) is communicated to a third party with the express written consent of RWRD and not subject to restrictions on further use or disclosure to said named third party; (iv) is independently developed by CONSULTANT and

not within the scope of services for the PROJECT; or (v) to the extent such CONFIDENTIAL INFORMATION as to all other persons or entities pursuant to the terms of this AGREEMENT, and provided further that CONSULTANT shall promptly provide RWRD with written notice of such requirement.

**C. RETURN OF CONFIDENTIAL INFORMATION**

Upon termination of this AGREEMENT or upon RWRD's written request, CONSULTANT shall return the CONFIDENTIAL INFORMATION to RWRD or destroy the CONFIDENTIAL INFORMATION in CONSULTANT'S possession or control. Notwithstanding the above, CONSULTANT shall not be required to destroy CONFIDENTIAL INFORMATION held electronically in archive or back-up systems in accordance with general systems archiving or back-up policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial, or governmental order. All such retained CONFIDENTIAL INFORMATION shall be kept confidential by CONSULTANT subject to and in accordance with the terms of this AGREEMENT.

**ARTICLE VIII**

**AUDIT OF RECORDS**

All records of CONSULTANT of a financial or timekeeping basis which have been used to determine the fees earned by CONSULTANT and billed to RWRD shall be open to inspection and subject to audit and/or reproduction by RWRD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the services at the conclusion of the scope of all services to be performed under this CONTRACT. In its audits, RWRD may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character that may in RWRD's judgment have any bearing on or pertain to the payments subject to this audit. RWRD shall be afforded access to all of CONSULTANT'S records pursuant to the provisions of this ARTICLE at the conclusion of the term of the CONTRACT and for a period of one (1) year after final payment.

**ARTICLE IX**

**ENGINEER CONSULTANT'S LIABILITY**

The liability of CONSULTANT for any cause or combination of causes absent intentional torts or gross negligence shall be, in total amount, limited to the total fees paid to CONSULTANT under this CONTRACT.

**ARTICLE X**

**ASSIGNMENT**

Neither this CONTRACT, nor any right, privilege or cause of action arising hereunder may be assigned in whole or in part for any purpose and whether in settlement of litigation

or not, and any purported assignment shall be null, void and unenforceable without the written consent of the RWRD. RWRD and CONSULTANT each binds itself and its successors and assigns to the other party with respect to all covenants of this CONTRACT.

## **ARTICLE XI**

### **TERMINATION**

In connection with all the SERVICES outlined or contemplated above, it is agreed that RWRD or CONSULTANT may cancel or terminate this CONTRACT upon thirty (30) days written notice to the other, with the provision and understanding that immediately upon receipt of notice of such cancellation from either Party to the other, all work and labor being performed under this CONTRACT shall immediately cease, pending final cancellation at the end of such thirty (30) day period, and further provided that CONSULTANT shall be compensated in accordance with the terms of this CONTRACT for all work accomplished prior to the receipt of notice of such termination. All completed or partially completed PROJECT DOCUMENTS prepared under this CONTRACT shall then be delivered to RWRD, which it may use without restraint. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination.

## **ARTICLE XII**

### **PROJECT DOCUMENTS**

#### **A. PROJECT DOCUMENTS AS PROPERTY OF RWRD**

All PROJECT DOCUMENTS set forth in Attachment A are and shall become the property of RWRD, which it may use without restraint. CONSULTANT is not responsible and is hereby released from responsibility for RWRD's use of the documents for any purpose other than for the PROJECT.

#### **B. EXCLUSIONS**

Notwithstanding the above, CONSULTANT's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, methodologies, know-how, software, other instruments or services belonging to or licensed to CONSULTANT and used to develop the PROJECT DOCUMENTS, shall remain the sole property of CONSULTANT. To the extent that the PROJECT DOCUMENTS contain or require the use of such CONSULTANT data, CONSULTANT hereby grants RWRD, upon proper payment for the Services, a non-exclusive, non-transferable, non-sublicensable, and royalty-free license to use such information solely for the purpose for which the PROJECT DOCUMENTS were developed. Nothing in this Article shall be construed to prohibit CONSULTANT from using skills, knowledge, or experience gained by CONSULTANT in the performance of the SERVICES for other purposes, provided that CONSULTANT does not use RWRD's CONFIDENTIAL INFORMATION.



### **ARTICLE XIII**

#### **PRIVATE LAND ENTRY**

CONSULTANT shall not enter any property owned by others on RWRD's behalf to perform services under this CONTRACT until CONSULTANT has secured the landowner's permission to so enter and perform such activities.

### **ARTICLE XIV**

#### **LAWS AND ORDINANCES**

CONSULTANT shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public governmental entity, which in any manner affect this CONTRACT or the PROJECT. CONSULTANT agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. CONSULTANT agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. CONSULTANT agrees that the indemnification provisions of ARTICLE XVIII INDEMNIFICATION below encompass any failure by CONSULTANT to comply with this article.

- In entering into this AGREEMENT, CONSULTANT verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the CONTRACT as prohibited under section 2270.002 of the Texas Government Code.

### **ARTICLE XV**

#### **FORCE MAJEURE**

Neither Party shall be responsible for a delay in its respective performance under this AGREEMENT, other than a delay in payment for SERVICES already performed, if such delay is caused by extraordinary weather conditions or other natural occurrences, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts, or other industrial disturbances, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. Both Parties shall be entitled to an equitable adjustment to the Project Schedule and compensation/amounts owed in the forgoing circumstances.

## **ARTICLE XVI**

### **INSURANCE**

**CONSULTANT will maintain the following insurance coverages and amounts:**

- 1) **Workers Compensation Insurance, as required by law;**
- 2) **Employer's Liability Insurance with coverage of \$1,000,000 each accident/employee;**
- 3) **Commercial General Liability Insurance with coverage of \$2,000,000 per occurrence/aggregate;**
- 4) **Automobile Liability Insurance with coverage of \$1,000,000 combined single limit;  
**and****
- 5) **Professional Liability Insurance with coverage of \$2,000,000 per claim/aggregate.**

## **ARTICLE XVII**

### **RISK ALLOCATION AND RESTRICTION OF REMEDIES**

The Parties have evaluated the respective risks and remedies under this AGREEMENT and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this AGREEMENT and to the fullest extent permitted by law, RWRD agrees to restrict its remedies under this AGREEMENT against CONSULTANT, its parents, affiliates and subsidiaries, and their respective directors, officers, shareholders and employees, so that the total aggregate liability of CONSULTANT shall not exceed the actual paid compensation for the service absent intentional torts or grossly negligent conduct. This restriction of Remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this AGREEMENT without regard to the legal theory under which such liability is imposed.

**ARTICLE XVIII**  
**INDEMNIFICATION**

CONSULTANT does hereby covenant and contract to waive all claims, release, indemnify, defend and hold harmless RWRD and all of its officers, employees and invitees in both their public and private capacities, from and against any and all liability, claims, suits, demands, or causes of action, including all expenses of litigation, and/or settlement, which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property, including real or personal property, arising out of or in connection with CONSULTANT'S performance under this CONTRACT, provided that the claims, suits, losses, damages, causes of action or liability of whatever nature arise in whole or in part from the negligence of CONSULTANT or any of its officer's, officials, agents, employees or invitees, whether said negligence is contractual comparative negligence, joint or concurrent negligence, gross negligence, active negligence, passive negligence or any other form of negligence. CONSULTANT contracts to indemnify and protect RWRD from any liability, claims, suits, losses, damages, attorney's fees or causes of action due to CONSULTANT'S negligence, joint or concurrent negligence, error or omission to the extent that said liability, claims, suits, losses, damages, attorney's fees or causes of action arise out of or in connection with CONSULTANT'S performance under this CONTRACT.

It is specifically understood and agreed by CONSULTANT that such indemnity by CONSULTANT includes indemnity by CONSULTANT to indemnify, hold harmless, and protect RWRD from any and all liability, claims, suits, losses, damages, or causes of action due to CONSULTANT'S wrongful intentional conduct, negligence, error or omission, including any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others.

**ARTICLE XIX**  
**NOTICES**

All notices, requests, claims, demands, and other official communications under this CONTRACT shall be in writing and shall be delivered to RWRD (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notice shall be effective upon actual delivery to the RWRD at the following address, unless and until CONSULTANT is otherwise notified:

Riverbend Water Resources District  
228 Texas Avenue, Suite A  
New Boston, Texas 75570

Attention: Kyle Dooley, P.E.  
Executive Director/CEO  
Email: [kyledooley@rwr.org](mailto:kyledooley@rwr.org)

All notices, requests, claims, demands, and other official communications under this

CONTRACT shall be in writing and shall be delivered to RWRD (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notice shall be effective upon actual delivery to the RWRD at the following address, unless and until CONSULTANT is otherwise notified:

MTG Engineers & Surveyors  
5350 Summerhill Road  
Texarkana, Texas 75503

Attention: David Williams  
Project Manager  
Email: [dwilliams@mtgengineers.com](mailto:dwilliams@mtgengineers.com)

## **ARTICLE XX**

### **INDEPENDENT CONTRACTOR**

The services performed hereunder by CONSULTANT shall be subject to RWRD's inspection and approval, but the detailed manner and method of doing said services shall be under the control of CONSULTANT. In the performance of services hereunder,

CONSULTANT shall be deemed an independent contractor, and any of its employees, representatives, subcontractors or consultants performing services required hereunder shall be deemed solely employees of CONSULTANT or its representatives, subcontractors or consultants, and not employees of RWRD.

Nothing contained in this contract shall be construed to create a partnership, joint venture, or create a relationship of employee/employer or principle/agent between RWRD and CONSULTANT.

#### **ARTICLE XXI**

##### **PARTIES IN INTEREST**

Nothing in this AGREEMENT, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this AGREEMENT. The provisions of this AGREEMENT shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

#### **ARTICLE XXII**

##### **WAIVER**

Either Party may in writing waive any provisions of this AGREEMENT to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this AGREEMENT shall be construed to be a waiver of any subsequent or different breach.

#### **ARTICLE XXIII**

##### **SUBCONTRACTORS**

In fulfilling its duties pursuant to this CONTRACT, it is anticipated that CONSULTANT may subcontract to individuals, corporations, organizations, governments or governmental subdivisions or agencies, partnerships, associations, or other legal entities. RWRD must approve all subcontractors.

RWRD encourages equal opportunity to historically underutilized business enterprises and recognizes that CONSULTANT and its subcontractors are all classified as small business enterprises, with one female-owned business.

#### **ARTICLE XXIV**

##### **PRIOR CONTRACTS SUPERSEDED**

This CONTRACT constitutes the sole and only CONTRACT of the Parties hereto and supersedes any prior understanding or oral or written agreements between the Parties regarding the subject matter of this CONTRACT, and any and all changes, modifications or alterations of this CONTRACT must be in writing and approved by both RWRD and CONSULTANT.

CONSULTANT releases and waives any and all causes of action of whatever nature, or any other legal theory arising out of any prior understanding or oral or written agreements between the Parties, or any subsequent oral understanding or agreements between the Parties, regarding the subject matter of this CONTRACT, from any and all liability or damages of any kind known or unknown, whether in contract or tort.

**ARTICLE XXV**

**LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this CONTRACT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The validity of this CONTRACT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

Nothing in this CONTRACT is intended to waive any governmental immunity available to RWRD under Texas law or waive any defenses of CONSULTANT or RWRD under Texas law. This CONTRACT shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against RWRD or CONSULTANT.

Venue for any claims or causes of action relative to the interpretation of this CONTRACT, the enforcement of this CONTRACT, or stemming either directly or indirectly from the performance of this CONTRACT shall be in the district courts of Bowie County, Texas.

**ARTICLE XXVI**

**REPRESENTATIONS**

CONSULTANT represents that no officer, employee, or agent of RWRD has sought or received compensation in any way with respect to the consideration or execution of this CONTRACT, and in no event will CONSULTANT pay a fee to, or in any other manner compensate RWRD officers, employees, or agents in connection with the approval or performance of this CONTRACT. CONSULTANT expressly warrants and represents that no promise or agreement which is not herein expressed has been made to CONSULTANT in executing this CONTRACT and CONSULTANT is not relying upon any such statement or representation of RWRD, its officers, agents or employees in entering into this CONTRACT.

**ARTICLE XXVII**

**SIGNATURES**

Each person executing this AGREEMENT warrants that he/she has the necessary authority to do so on behalf of the respective Party. This AGREEMENT may be executed



in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single AGREEMENT.

**ARTICLE XXVIII**

**TERM OF CONTRACT AND TIME OF PERFORMANCE**

This CONTRACT shall be effective the 24th day of October, 2019, and CONSULTANT shall satisfactorily complete ENGINEER CONSULTING SERVICES as outlined in the Scope of Work in ATTACHMENT A with a completion date of \_\_\_\_\_, unless otherwise agreed to in writing by both Parties.

This CONTRACT shall continue in full force and effect until **all SERVICES are deemed completed by RWRD**. RWRD may, on its own determination, extend the term of this CONTRACT by written agreement with CONSULTANT. All payments and liabilities accrued prior to termination shall survive the termination.

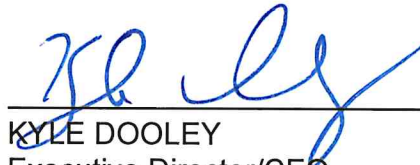
**IN WITNESS WHEREOF**, the Parties acting under authority of their respective governing bodies have caused this CONTRACT to be executed in several counterparts, each of which is deemed to be an original, as of the day and date first written above.

**MTG ENGINEERS & SURVEYORS**

**RIVERBEND WATER RESOURCES DISTRICT**



DAVID WILLIAMS  
Project Manager



KYLE DOOLEY  
Executive Director/CEO

10/29/2019

Date

Oct 24, 2019

Date

ATTEST:

\_\_\_\_\_

ATTEST:



**ATTACHMENT A**  
**RIVERBEND WATER RESOURCES DISTRICT**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT**  
**SCOPE OF WORK**

**Project Objective:** To perform a supplemental environmental project (SEP) in compliance with TCEQ Enforcement Case No. 57427 and the agreed order thereto. The SEP will consist of the following three components:

1. Perform a Sanitary Sewer Evaluation Study (SSES) of the domestic waste collection system located on the Red River Army Depot and TexAmericas Center Central Campus. The Elliott Lake MWR area and industrial waste collection systems are excluded from the scope.
2. Develop a wastewater pre-treatment policy for RWRD board review and adoption.
3. Perform limited wastewater stream characteristic testing of specific stream locations to identify sources of discharges entering the wastewater collection system that are equal or in excess of the current effluent permit limits. This component includes recommendations of solutions to address this wastewater prior to it entering the wastewater plant.

RWRD will be kept informed of schedules and findings throughout the project. The components of the project are further described as follows:

**Component 1 – SSES**

A SSES of the domestic waste collection system will be performed on the Red River Army Depot and TexAmericas Center Central Campus. The purpose of the study will be to identify locations of inflow and infiltration into the collection system. This study will be performed predominantly by smoke testing of existing sewer mains and manholes. The summary of findings from smoke testing will be provided in a report type format with recommendations or prioritization of remediation areas. Also, included in this scope of work is flow monitoring devices that will be utilized to pinpoint inflow/infiltration within adjacent manholes. These devices will be monitored and positioned by MTG with the assistance of your staff. A summary of our findings and data will be delivered to RWRD upon completion for their records. The flow monitoring devices and associated software will also be delivered to RWRD upon completion of the project for its use in ongoing monitoring of the wastewater collection system. Optional services of CCTV inspections are available, if desired.

### Component 2 – Pre-treatment Policy

A pre-treatment policy will be developed for adoption by RWRD. This policy would set parameters for wastewater discharge characteristics to the system and require pre-treatment if outside the parameters prior to discharge. MTG would work cooperatively with your staff in the development of this policy to evaluate options and effluent parameter limits.

### Component 3 – Wastewater Stream Testing

MTG in conjunction with RRAD staff would identify key locations and/or locations of potential discharges into the wastewater collection system for individual testing. It is anticipated that testing will also occur upstream of the key locations for verification of base levels along with influent levels at the Collins WWTP. We recognize that the locations of testing may be modified as data is accumulated. MTG will utilize a 3<sup>rd</sup> party qualified lab to perform the actual testing.

The parameters to be tested for are:

- Phosphate (PO<sub>4</sub>)
- Chromium (Cr)
- Silver (Ag)
- Nickel (Ni)
- Copper (Cu)
- Cadmium (Cd)
- Lead (Pb)
- Zinc (Zn)
- Aluminum (Al)