



RIVERBEND RESOLUTION NO. 20230524-03

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN AMENDED CONTRACT WITH CAROLLO ENGINEERS FOR TECHNICAL CONSULTING SERVICES FOR THE 6th CYCLE OF REGIONAL WATER PLANNING ON BEHALF OF NORTH EAST TEXAS REGIONAL WATER PLANNING GROUP

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, The North East Texas Regional Water Planning Group (“NETxRWPG” or “Region D”) was established by the Texas Water Development Board (TWDB) on February 19, 1998, and any subsequent additional appointments by the initial coordinating body. The purpose of the NETxRWPG shall be to provide comprehensive regional water planning and to carry out the related responsibilities placed on regional water planning groups by state law, including Texas Water Code Chapter 16 and TWDB rules, including 31 TAC Chapter 355, 357, and 358, in and for the North East Texas Regional Water Planning Area; and

WHEREAS, on August 25, 2021 the Riverbend Board authorized Kyle Dooley, the Executive Director/CEO to execute a contract for technical consulting services with Carollo Engineers; and

WHEREAS, Region D has a need to amend that contract to account for additional funds that have been made available for the 6th cycle of regional water planning.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby authorizes the Executive Director/CEO to execute an amendment to the contract with Carollo Engineers for technical consulting services for the 6th cycle of regional water planning on behalf of North East Texas Regional Water Planning Group.

PASSED and APPROVED this 24th day of May 2023

A handwritten signature in blue ink that reads "Van Alexander".

Van Alexander, President

ATTEST:

A handwritten signature in black ink that reads "Sonja Hubbard".

Sonja Hubbard, Secretary



Attached: Carollo Engineers Contract Amendment

**RIVERBEND WATER RESOURCES DISTRICT
with Carollo Engineers, Inc.
AMENDMENT NO. 1**

This Amendment No. 1 to the Agreement between the RIVERBEND WATER RESOURCES DISTRICT of New Boston, Texas, (hereinafter "OWNER"), and Carollo Engineers, Inc., (hereinafter "ENGINEER") is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 4th day of August, 2021.

WITNESSETH:

WHEREAS, OWNER, as the political subdivision designated by the North East Texas Regional Water Planning Group (hereinafter "NETRWPG"), has entered into a contract with the Texas Water Development Board (TWDB), to complete tasks associated with the development of a Regional Water Plan for the NETRWPG as defined by 31 TAC Chapters 355, 357 & 358.

(hereinafter "Project"), and

WHEREAS, the contract between OWNER and the TWDB (TWDB Contract No. 2148302556; hereinafter the "TWDB Contract") is attached hereto as Attachment A; and

WHEREAS, the TWDB Contract between OWNER and the TWDB has been amended (effective November 17, 2022; hereinafter "First Amended TWDB Contract") and is attached hereto as Attachment B; and

WHEREAS, the TWDB made additional committed funds in the amount of \$401,056.00 available by the First Amended TWDB Contract, bringing the total COMMITTED FUNDS amount to \$606,747.00; and

WHEREAS, ENGINEER shall receive \$380,056.00 of the \$401,056.00 in additional committed funds for performance of its obligations under the Agreement.

WHEREAS, OWNER on behalf of the NETRWPG has retained ENGINEER, on the terms and conditions set forth in the Agreement, for the furnishing of Engineering Services in connection with preparing a Regional Water Plan for the NETRWPG as defined by 31 TAC Chapters 355, 357 & 358; and

WHEREAS, OWNER and ENGINEER have determined that additional scope activities and additional contract compensation are required; and

WHEREAS, OWNER and ENGINEER desire to amend the terms of the Agreement to ensure consistency with the First Amended TWDB Contract.

NOW THEREFORE, for the considerations hereinafter set forth, and the understanding of each party to the other, OWNER and ENGINEER, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise, and agree to amend the Agreement as follows:

1. Additional committed funding in the amount of \$380,056.00, for a total not-to-exceed Agreement price of \$580,747.00, for performance of Work under the Agreement is hereby made available.
2. The Agreement is hereby amended to be consistent with all changes and modifications set forth in the First Amended TWDB Contract, attached hereto and incorporated by reference herein for all purposes as Attachment B, and ENGINEER shall be responsible for complying with all such changes and modifications.
3. The Task and Expense Budgets in Exhibit "A" of the Agreement is hereby replaced with the First Amended Task and Expense Budgets set forth in Exhibit "G", attached hereto and incorporated herein by reference for all purposes.
4. The General Guidelines for Development of the 2026 Regional Water Plans in Exhibit "B" of the Agreement is hereby replaced with the First Amended General Guidelines for Development of the 2026 Regional Water Plans set forth in Exhibit "H", attached hereto and incorporated herein by reference for all purposes.
5. The Guidelines for 2026 Regional Water Plan Data Deliverables in Exhibit "C" of the Agreement is hereby replaced with the First Amended Guidelines for 2026 Regional Water Plan Data Deliverables set forth in Exhibit "I", attached hereto and incorporated herein by reference for all purposes.
6. Task Order 1 is hereby replaced with Task Order 2 set forth in Exhibit "J", attached hereto and incorporated herein by reference for all purposes.

The Scope of Services, Time of Performance, and Compensation are amended by the aforesaid Task Order 2, consistent with the First Amended TWDB Contract.

All other provisions of the Agreement shall remain in force and unchanged.

Nothing herein shall be construed as creating any personal liability on the part of any officer, director, or agent of the District.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Amendment, with effective date the 1st day of June, 2023.

CAROLLO ENGINEERS, INC.

OWNER

By: _____
David K. Harkins, Ph.D., P.E.
Vice-President
PE #87732

By: _____
Kyle Dooley, P.E.
Executive Director

ATTEST:

By: _____
Scott P. Hoff, P.E.
Senior Vice President
PE #89056

Exhibit G

Task and Expense Budgets

FIRST AMENDED TASK BUDGET

Accounting Item No.	Task		Original Amount	First Amended Additional Amount	Total Amount
	Regional Water Planning Task No.	Description			
1	1	Planning Area Description	\$16,231.00	\$0.00	\$16,231.00
2	2A	Non-Municipal Water Demand Projections	\$28,414.00	\$0.00	\$28,414.00
3	2B	Population and Municipal Water Demand Projections	\$47,482.00	\$0.00	\$47,482.00
4	8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	\$10,648.00	\$0.00	\$10,648.00
5	10	Public Participation and Plan Adoption	\$97,916.00	\$110,881.00	\$208,797.00
6	3	Water Supply Analysis	\$0.00	\$139,038.00	\$139,038.00
7	4A	Water Needs Analysis	\$0.00	\$23,124.00	\$23,124.00
8	4B	Identification of Infeasible Water Management Strategies in the previously adopted 2021 Regional Water Plan	\$0.00	\$22,152.00	\$22,152.00
9	4C	Technical Memorandum	\$0.00	\$25,674.00	\$25,674.00
10	5A	Identification of Potentially Feasible Water Management Strategies and Projects	\$0.00	\$20,853.00	\$20,853.00
11	5B	Evaluation and Recommendation of Water Management Strategies and Projects	\$0.00	\$0.00	\$0.00
12	5C	Conservation Recommendations	\$0.00	\$10,000.00	\$10,000.00
13	6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	\$0.00	\$12,000.00	\$12,000.00
14	7	Drought Response Information, Activities, and Recommendations	\$0.00	\$12,000.00	\$12,000.00
15	9	Implementation and Comparison to the Previous Regional Water Plan	\$0.00	\$4,334.00	\$4,334.00
		Total Engineer Committed Funds	\$200,691.00	\$380,056.00	\$580,747.00

* Work under this Task to be performed only after approval and incorporation of Task 5A scope of work and written notice-to-proceed.

FIRST AMENDED EXPENSE BUDGET

CATEGORY	TOTAL AMOUNT
Salaries & Wages ¹	\$110,379.00
Fringe ²	\$ 55,190.00
Travel	\$ 10,000.00
Other Expenses ³	\$ 19,221.00
Subcontract Services #1	\$145,569.00
Subcontract Services #2	\$ 49,474.00
Overhead ⁴	\$162,479.00
Profit	\$ 28,435.00
TOTAL COSTS⁵	\$580,747.00

1. **Salaries and Wages** is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this contract.
2. **Fringe** is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.
3. **Other Expenses** is defined to include expendable supplies, communications, reproduction, and postage.
4. **Overhead** is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:
 - Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
 - Indirect salary fringe benefits;
 - Accounting and legal services related to normal management and business operations;
 - Travel costs incurred in the normal course of overall administration of the business;
 - Equipment rental;
 - Depreciation of furniture, fixtures, equipment, and vehicles;
 - Dues, subscriptions, and fees associated with trade, business; technical, and professional organizations;
 - Other insurance;
 - Rent and utilities; and
 - Repairs and maintenance of furniture, fixtures, and equipment.
5. **Ineligible expenses** include, but are not limited to:
 - Food and Lodging for Regional Water Planning Group members;
 - Tips;
 - Costs associated with social events and tours;
 - Costs of generating or distributing newsletters;
 - Direct costs greater than \$250.00 per year for domain fees, website hosting, and/or website maintenance costs;
 - Direct or indirect labor costs associated with obtaining, developing, and/or maintaining websites including costs to track website use or post materials on websites.

**EXHIBIT J
TASK ORDER NO. 2**

**RIVERBEND WATER RESOURCES DISTRICT
(OWNER)**

AND

**CAROLLO ENGINEERS, INC.
(ENGINEER)**

This Task Order 2 is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement, as amended, between the above named parties dated the 4th day of August, 2021, in connection with preparing a Regional Water Plan for the NORTH EAST TEXAS REGIONAL WATER PLANNING GROUP (NETRWPG or RWPG) as defined by 31 TAC Chapters 355, 357 & 358 (Project).

PURPOSE

The purpose of this Task Order 2 is to identify the Basic Services that the ENGINEER shall render professional services necessary to complete the following Scope of Work, which is consistent with First Amended Scope of Work Exhibit "A" to the OWNER's First Amended TWDB Contract (Contract No. 2148302556), incorporated as Attachment B.

ENGINEER'S BASIC SERVICES/SCOPE OF WORK

Subject to the availability of COMMITTED FUNDS, as further detailed in Attachment B, ENGINEER shall fulfill the following requirements:

1. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article II. A. of the First Amended TWDB Contract.
2. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article II. D. of the First Amended TWDB Contract.
3. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article II. E. of the First Amended TWDB Contract.
4. ENGINEER shall provide a written progress report with each invoice submitted to RWRD. The progress reports shall be prepared as described in Section II., Article III. C. of the First Amended TWDB Contract.
5. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article III. D. of the First Amended TWDB Contract.
6. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article III. E. of the First Amended TWDB Contract.
7. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article III. F. of the First Amended TWDB Contract.
8. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article III. G. of the First Amended TWDB Contract.

9. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article III. H. of the First Amended TWDB Contract.
10. ENGINEER shall fulfill the requirements specified for "CONTRACTOR" in Section II., Article III. I. of the First Amended TWDB Contract.
11. The last day that work performed under this Agreement shall be eligible for reimbursement shall be February 27, 2026.
12. ENGINEER shall perform the work and fulfill the requirements set forth in Attachment B, Exhibit A, First Amended Scope of Work of the First Amended TWDB Contract, consisting of all Services necessary to successfully complete Tasks 1, 2A, 2B, 3, 4A, 4B, 4C, 5A, 5B, 5C, 6, 7, 8, 9, and 10.
13. Capitalized terms not otherwise defined in this Task Order have the meanings set forth in the First Amended TWDB Contract.

TIME OF PERFORMANCE

Time of performance is that specified in Task Order 1, and is incorporated herein.

As specified below, the term shall commence on the CONTRACT INITIATION DATE of February 1, 2021 and shall expire on the CONTRACT EXPIRATION DATE of August 31, 2026.

- a) CONTRACT INITIATION DATE -
February 1, 2021
- b) DEADLINE FOR CONTRACT EXECUTION -
August 31, 2021
- c) TECHNICAL MEMORANDUM DEADLINE -
March 4, 2024

TECHNICAL MEMORANDUM - The technical memorandum to be prepared by the CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR will be in accordance with 31 Texas Administrative Code §§357.10(34) and 357.12(c).

- d) INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE
March 3, 2025

INITIALLY PREPARED REGIONAL WATER PLAN - The Regional Water Plan to be initially prepared by the CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR for comments pursuant to the CONTRACT.

- e) FINAL REGIONAL WATER PLAN DEADLINE -
October 20, 2025

REGIONAL WATER PLAN - A plan including amendments that have been adopted by the REGIONAL WATER PLANNING GROUP that meets the requirements contained in the Texas Water Code §16.053 and 31 Texas Administrative Code Chapters 357 and 358 and submitted to the TWDB for approval.

- f) FIRST REIMBURSABLE EXPENSE DATE - The first day that work performed under this CONTRACT is eligible for reimbursement will be February 1, 2021, for limited administrative costs associated with public notices. For activities involving technical work under this CONTRACT, the eligible reimbursement date will be August 4, 2021, which is the date that the required public meeting to receive preplanning input from the public will be held by the REGIONAL WATER PLANNING GROUP per 31 Texas Administrative Code §357.12(a), which follows the TWDB APPROVAL DATE of June 3, 2021. TWDB will not reimburse expenses associated with Exhibit D, Scope of Work, until after contract execution.
- g) FINAL REIMBURSABLE EXPENSE DATE - The last day that work performed under this CONTRACT is eligible for reimbursement will be February 27, 2026.
- h) FINAL PAYMENT REQUEST DEADLINE - The latest day that the final payment request may be submitted for reimbursement will be April 30, 2026.
- i) CONTRACT EXPIRATION DATE – This CONTRACT expires on August 31, 2026. The last day that any budget amendment requests may be submitted under the CONTRACT will be July 31, 2026.

PAYMENT

For an in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay the fees hereinafter set forth.

Available Funding/Contract Amount

- a) Consistent with the First Amended TWDB Contract, at the time of the execution of the First Amended TWDB Contract, the TWDB was not appropriated sufficient funds to provide the TOTAL PROJECT COST to OWNER. Of the TOTAL PROJECT COST, the TWDB made available to OWNER pursuant to the terms of the First Amended TWDB Contract an amount not to exceed COMMITTED FUNDS totaling \$606,747.00, of which \$580,747.00 (“ENGINEER COMMITTED FUNDS”) is available to be paid to ENGINEER for performance of the First Amended Scope of Work set forth in this Task Order 2. If additional funds become available to the TWDB for the purposes of making grants for preparation of regional water plans, the TWDB will allocate additional COMMITTED FUNDS to OWNER, not to exceed the TOTAL PROJECT COST, and to the various other contractors, which are preparing regional water plans.
- b) Future phases of this contract will be authorized by the NETRWPG at a future date based on available funding from the Texas Water Development Board.
- c) The maximum not-to-exceed budget for ENGINEER for the purposes of Task Order 2 as of this contract time is \$580,747.00. This amount represents an increase of \$380,056.00 to the initial budget of \$200,691.00 authorized in Task Order 1, and is accordant with the COMMITTED FUNDS identified in the First Amended TWDB Contract and allowing for OWNER's administrative expenses.
- d) Per the First Amended TWDB Contract, the TOTAL PROJECT COST is not to exceed \$1,102,903.00 or 100 percent of the necessary and direct planning costs for the development of the REGIONAL WATER PLAN, whichever is less.

- e) Pursuant to the above considerations, the maximum final budget for ENGINEER is not to exceed \$1,076,903.00, or 100 percent of the necessary and direct planning costs for the development of the REGIONAL WATER PLAN, whichever is less.
- f) OWNER shall not be liable for any costs in excess of the COMMITTED FUNDS of this Task Order 2 unless the contract is amended in a future Task Order to increase the COMMITTED FUNDS.
- g) This Task Order does not require ENGINEER to incur any study costs beyond the maximum not-to-exceed funding.
- h) ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, over the incoming water quality and/or quantity, or over the way OWNER's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on ENGINEER's opinion based on experience and judgment. ENGINEER cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by ENGINEER and ENGINEER will not be liable to and/or indemnify OWNER and/or any third party related to any inconsistencies between ENGINEER's data projections and estimates and actual costs and/or quantities realized by OWNER and/or any third party in the future.

Task and Expense Budgets

- a) The First Amended Task and Expense Budgets (Exhibit "G") are established for Work to be performed by ENGINEER.
- b) At the discretion of the Executive Administrator of the TWDB and upon prior written approval by OWNER, ENGINEER has budget flexibility within the Task and Expense Budget categories above to the extent that the resulting change in amount in any one Task or Expense category does not exceed thirty five percent (35%) of the total amount authorized by this Contract for the task or category to be changed. Larger deviations shall require submission of a written request that is approved by the Regional Water Planning Group and approved by the EXECUTIVE ADMINISTRATOR or designee which will be documented through an Approved Budget Memorandum to the TWDB contract file. ENGINEER will be required to provide written explanation for the overage and reallocation of the task and expense amount. Associated shifts in amounts between budget task and expense categories authorized under this paragraph shall not change the COMMITTED FUNDS amount.

Invoicing

- a) ENGINEER is responsible for determining and abiding by the TWDB's definitions and rules pertaining to Authorized Reimbursable Expenses and agrees to charge OWNER in accordance with those definitions and rules.
- b) ENGINEER shall fulfill the requirements for "subcontractor" in Section II., Article IV.G., of the First Amended TWDB Contract.

- c) ENGINEER shall submit monthly invoices to OWNER in accordance with the Task and Expense budgets in Exhibit "G". OWNER's monthly payments, in response to ENGINEER'S monthly invoices, shall depend on satisfactory completion of Work billed. OWNER shall pay ninety five percent (95%) of each invoice until ENGINEER delivers, on or before the Regional Water Plan Deadline, a Regional Water Plan that meets statutory and rule requirements as determined by the Executive Administrator of the TWDB, at which time the retained five percent (5%) will be paid.
- d) ENGINEER shall submit a progress report with each invoice. ENGINEER shall also provide with each invoice the documentation described in Section II., Article IV. J. of the First Amended TWDB Contract.

Other Direct Expenses

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests and other work required to be done by independent persons other than staff members.

Each statement submitted for payment must include the following:

- (1) A progress report with supporting data that describes the work associated with the invoice. The progress report shall include a brief statement of the overall progress made since the last progress report; a brief description of any problems that have been encountered during the previous reporting period that may affect the study, delay the timely completion of or cause a change in any of the study's products or objects; and a description of any action that ENGINEER plans to take to correct any problems that have been encountered or identified;
- (2) A breakdown of actual study costs by budget category as contained in Exhibit "G" to this Task Order.
- (3) The billing period; beginning (date) to ending (date);
- (4) For direct expenses paid by ENGINEER and by its subcontractors, copies of invoices to the subcontractor showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in Exhibit "G" attached to this Agreement; and the total dollar amount paid to the subcontractors;
- (5) For travel and subsistence expenses of ENGINEER and subcontractors, ENGINEER shall provide the name of traveler, date of travel, purpose of travel, itemization of subsistence expenses of each traveler, limited; however, to travel expenses authorized for State employees by the General Appropriations Act, Tex. Leg. Regular Session, 2009, Article IX, Part 5, as amended or superseded; for other transportation costs, ENGINEER shall provide copies of invoices or receipts covering tickets for transportation or, if not available, names, dates and points of travel of individuals; and all other allowable expenses, ENGINEER shall provide invoices or receipt to evidence the amount paid;

(6) ENGINEER shall provide certification, signed by an authorized representative that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this contract.

ENGINEER and its subcontractor(s) shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts for a term of three years after completion of this contract, and shall make them available for examination and audit by the TWDB and the OWNER. Accounting by the ENGINEER and its subcontractor(s) shall be in a manner consistent with generally accepted accounting principles;

(7) ENGINEER shall submit three (3) complete sets of Partial Payment documentation for each payment request.

Retainage

A five percent (5%) retainage will be held from each of the invoices received by the TWDB.

EFFECTIVE DATE

This Task Order No. 2 is effective as of the 1st day of June, 2023.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 2 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

Accepted this _____ day of _____,
20____

By: _____
David K. Harkins, Ph.D., P.E.
Vice-President

By: _____
Kyle Dooley, P.E.
Executive Director

ATTEST:

ATTEST:

By: _____
Scott P. Hoff, P.E.
Senior Vice President
PE #89056

By: _____