



RIVERBEND RESOLUTION NO. 20230823-03

**RATIFYING A CONTRACT WITH TIDEWATER PROFESSIONAL SERVICES
FOR ENGINEERING CONSULTING SERVICES**

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, on June 28, 2019, Riverbend entered into an agreement with LJA Engineering, Inc. for assistance with preparing an application for water rights to be submitted to the Texas Commission for Environmental Quality (TCEQ); and

WHEREAS, the consultant assigned to this project has since begun consulting with a different company. As a result, Riverbend wishes to continue working with that consultant that has the knowledge and experience necessary to see this application completed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Riverbend Water Resources District hereby ratifies a contract with Tidewater Professional Services for engineering consulting services executed on August 14, 2023. The contract will be under terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 23rd day of August 2023

A handwritten signature in blue ink, appearing to read "Van Alexander", is written over a horizontal line.

Van Alexander, President

ATTEST:

A handwritten signature in blue ink, appearing to read "Sonja Hubbard", is written over a horizontal line.

Sonja Hubbard, Secretary

Attached: Tidewater Professional 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 Tidewater Professional Services, LLC with its office at 103 Orchard Ave., Port Neches, Texas 77651 (hereinafter called "CONSULTANT").

WHEREAS, RWRD is seeking to enter into an agreement for professional engineering general services agreement (hereafter called "PSA" or "CONTRACT") for services and/or projects defined in accordance with Article III of this Agreement.

WHEREAS, CONSULTANT represents that CONSULTANT is qualified and capable of performing the services defined according to Article III of this Contract, is experienced in the particular requirements needed to in association with the proposed services, 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 specified according to Article III of this Contract. RWRD agrees to pay and CONSULTANT agree 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 as hereinafter stated, in accordance with the stipulations within this CONTRACT.

CONSULTANT agrees to perform SERVICES necessary for completion of each PROJECT to be defined by Scope, Budget, and Schedule by authorized and executed Work Authorizations which shall be subject to the terms of this General Services Contract. Each Work Authorization shall be comprised of the following:

- 1) A duly authorized and executed WORK AUTHORIZATION will be developed for each Project to be completed under the terms of this CONTRACT and become a part hereof as subsequent ATTACHMENTS.
- 2) Each WORK AUTHORIZATION will define the Scope of Services for each desired Project and include specific services, deliverables, compensation, and other terms for the specific authorized activities.
 - Consultant will provide all services and information as specifically outlined in each Scope of Work attached hereto as in the Work Authorization Attachment for each Project.
 - Consultant will provide all work product PROJECT DOCUMENTS in accordance with the schedule, as set forth in the applicable Attachment.
 - Consultant shall be compensated for provided services specified in the Work Authorization in accordance with the terms of this Contract and the Work Authorization, and as set forth in the applicable Attachment.

ARTICLE IV

SPECIAL ENGINEER CONSULTING SERVICES

Any various SPECIAL SERVICES incidental to an authorized PROJECT, but not within the scope of the SERVICES covered by ARTICLE III preceding, or the applicable Work Authorization, 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 accordance with the Attachment for the applicable Work Authorization, 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, an amendment to this AGREEMENT, or a duly authorized and executed Work Authorization, 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 an 8% 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 as allowed by Texas Law 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 is required to be disclosed by law or court order, 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. Upon payment of such compensation, all completed or partially completed PROJECT DOCUMENTS prepared under this CONTRACT shall then be delivered to RWRD. Any reuse by RWRD, without specific written verification or adaptation by CONSULTANT, shall be at RWRD's sole risk and without liability to CONSULTANT. Any modification of plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. 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

Upon payment in full of any undisputed amounts owed CONSULTANT, all PROJECT DOCUMENTS set forth in the applicable Work Authorization Attachment 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.

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) **Commercial General Liability Insurance with coverage of \$1,000,000 per Occurrence and \$2,000,000 aggregate;**
- 3) **Automobile Liability Insurance with coverage of \$1,000,000 combined single limit:**
and
- 4) **Professional Liability Insurance with coverage of \$2,000,000 per claim/aggregate.**
- 5) **In the event Consultant employs one or more employees, other than Consultant,**
then Consultant shall secure Employer's Liability Insurance with coverage of
\$1,000,000 for each accident or occurrence.

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.

Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the AGREEMENT are waived.

ARTICLE XVIII
INDEMNIFICATION

CONSULTANT shall indemnify and hold the RWRD harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by CONSULTANT, CONSULTANT's agent, or another entity over which CONSULTANT exercises control. CONSULTANT shall reimburse RWRD's reasonable attorney's fees in proportion to CONSULTANT's liability.

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

All notices, requests, claims, demands, and other official communications under this CONTRACT shall be in writing and shall be delivered to CONSULTANT (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 CONSULTANT at the following address, unless and until RWRD is otherwise notified:

Tidewater Professional Services, LLC
103 Orchard Ave.
Port Neches, TX 77651

Attention: Dawn Pilcher, P.E., R.P.L.S.
President
Email: dpilcher@tidewater.llc

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 is classified as a female-owned, small business enterprise.

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

STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2270, Government Code, CONSULTANT hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE XXVIII

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 XXIX

TERM OF CONTRACT AND TIME OF PERFORMANCE

This CONTRACT shall be effective the 14th day of AUGUST, 2023, and remain valid for a period of 2 years, unless otherwise agreed to in writing by both Parties.

CONSULTANT shall satisfactorily complete ENGINEER CONSULTING SERVICES as outlined in the Scope of Work in any associated Work Authorization in accordance with schedule and terms thereof.

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.

TIDEWATER PROFESSIONAL SERVICES, LLC

RIVERBEND WATER RESOURCES DISTRICT

DAWN PILCHER, P.E., R.P.L.S.
President

KYLE DOOLEY, P.E.
Executive Director/CEO

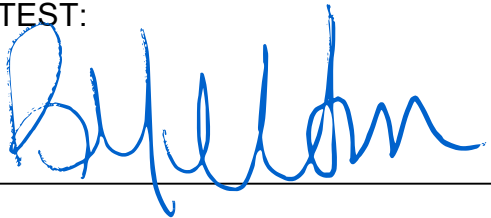




ATTEST:



ATTEST:





TIDEWATER PROFESSIONAL SERVICES, LLC

Water Resources Consulting

ATTACHMENT A WORK AUTHORIZATION

Client: RWRD
Contract ID: _____
Contract Date: _____

This Work Authorization (the "Authorization") is made pursuant to the terms and conditions of the Professional Engineering General Services Agreement ("PSA") entered into on the 14th of AUGUST 2023 by and between Tidewater Professional Services, LLC ("Tidewater") and Riverbend Water Resources District ("District" or "RWRD") and as amended by all duly executed amendments.

A. Services and Deliverables to be provided by Tidewater.

Services: Tidewater shall provide professional engineering services to the District as follows:

TASK 1 – Evaluate water availability in Lake Wright Patman "Reservoir" based on current water use authorizations, operational plan and limitations, actual historical use, and current contractual obligations to access potential quantity of excess water that may be available to support other beneficial uses for a fixed/limited period of time. Models will assess current and anticipated actual water use and contractual commitments.

TASK 2 – Apply anticipated future demands with incremental increases across time to represent the best current understanding of when various projects and demands will come online and ramp up from initial demand to peak capacity operation. Models will be evaluated on 10-year timesteps to provide a 50-year forecast of needs and availability.

TASK 3 -Assist RWRD with identifying and evaluating opportunities to provide available excess water to other users on a term basis.

Deliverables: In conjunction with the performance of the foregoing services, Tidewater shall provide the following submittals/deliverables to the District:

Modeling – All modelling will be conducted using the TCEQ approved Water Availability Model (WAM) for the Sulphur River Basin. All models will be made available to the RWRD.

Draft Report – Document all assumptions and evaluation considerations, and present findings of available water for the next 50 years on 10-year time steps.

Presentation at RWRD Board Meeting – Attend RWRD Board Meeting and present findings to the Board.

Final Report – Incorporate comments and address concerns for RWRD into final report.

B. Compensation. Client shall pay Tidewater for Services as follows:

Data Collection and Modeling – estimated \$27,750, total for 12 unique models and availability assessments; digital copies of the models will be made available on request.

Draft Report – estimated \$6,000.

Presentation at RWRD Board Meeting – estimated \$5,000, includes preparing exhibits and in-person attendance at RWRD Board Meeting in New Boston, Texas.

Final Report – estimated \$3,000. Includes up to 10 bound copies and 1 digital copy on a thumb drive.

 X Hourly, not to exceed: Estimated Compensation for this Task Order is \$ 41,750 .

Fees shall not exceed the above identified value without prior written authorization from Client.

C. Payment. Payment to Tidewater for the services established under this Work Authorization shall be made in accordance with the PSA.

D. Supplemental Terms and Conditions.

Any services requested beyond those detailed in this Work Authorization shall be provided under separate Work Authorization or separate Contract as appropriate for the desired activities.

E. Severability. This Authorization supplements the PSA and does not waive the parties' responsibilities and obligations provided thereunder. Where the terms or conditions of this Authorization conflict with those of the PSA, this authorization shall control for the Services performed under this Authorization only. This Authorization's terms shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the PSA.

Each of the undersigned Parties has caused this Authorization to be duly executed:

APPROVED FOR "CLIENT"

RIVERBEND WATER RESOURCES
DISTRICT

By: 
Printed Name: Kyle Dooley

Title: Executive Director

Date: 8/14/23

APPROVED FOR "TIDEWATER"

TIDEWATER PROFESSIONAL SERVICES,
LLC

By: 
Printed Name: Dawn Pilcher

Title: President

Date: _____