



Brazos River Authority

December 3, 2021

**Addendum No. 2
DIVER MAINTENANCE
RFP No. 21-12-1247**

It is the responsibility of the Respondent to assure and guarantee by acknowledging the receipt of this Addendum in the Proposal that the Respondent has received the Addendum in its entirety, and that the Respondent accepts all conditions contained herein.

REMOVE ORIGINAL ATTACHED CONTRACT TITLED "SERVICE PROVIDER CONTRACT" AND REPLACE WITH CONTRACT ATTACHED TO THIS ADDENDUM TITLED "PROFESSIONAL SERVICES CONTRACT"

Question 1:

What is the anticipated number of days of work per year for this project?

Answer 1:

At this time, BRA is unable to determine the number of days of work per year. The work shall be done on an as needed basis.

Question 2:

Is it necessary as a general diving contractor to carry Professional Liability Insurance, Errors and Omissions coverage or Fidelity Bond?

Answer 2:

The requirement for Professional Liability Insurance, Errors and Omissions or Fidelity Bond is removed as a requirement in this solicitation.

Question 3:

Does Prevailing Wage apply?

Answer 3:

Prevailing wage rates do not apply.

Question 4:

Is there any Liquidated Damages that may apply?

Answer 4:

Liquidated damages will not apply to this contract.

Sincerely,

Clarissa Cabrera, CTCD, CTCM

Clarissa Cabrera, CTCD, CTCM
Purchasing Manager

4600 Cobbs Drive • Waco, Texas 76710
254 761 3123

PROFESSIONAL SERVICES CONTRACT

In consideration of the mutual promises as set forth below, this Professional Services Contract ("Contract") is entered into this ___ day of _____, 2018 ("Effective Date"), by and between **CONSULTANT** ("CONSULTANT"), with a mailing address of **ADDRESS**, and the **Brazos River Authority**, ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710.

Section I. Performance of Work

1.1 The CONSULTANT hereby agrees to provide, perform, and complete to the satisfaction of the BRA all of the "Work" specified in "Exhibit A", attached hereto and incorporated by reference herein. The term "Work" as used herein shall mean the detailed description of tasks to be performed by the CONSULTANT, as established in "Exhibit A".

1.2 In performing the Work, the CONSULTANT shall provide all necessary labor, services, transportation, information, data, and other means and items necessary to perform the Work.

1.3 The CONSULTANT hereby covenants and agrees, as an independent contractor, to perform the Work required in strict accordance with the terms and provisions of this Contract and in a manner consistent with the level of care and skill ordinarily exercised for professional consulting services in the State of Texas.

1.4 It is understood that the BRA has a vested interest in the quality of the Work to be performed under this Contract, and thus may make suggested revisions or recommendations regarding the Work to be performed under this Contract. The CONSULTANT may accept or reject any such suggestions or recommendations. Acceptance of any such suggestions or recommendations shall not relieve the CONSULTANT from any of CONSULTANT's responsibilities or obligations under this Contract.

Section II. Contract Price and Payment

2.1 Payments for performance of the Work contemplated by this Contract shall be in the amount and in accordance with the provisions set forth in "Exhibit B", attached hereto and incorporated by reference herein.

2.2 Nothing contained in this Contract shall require BRA to pay for any Work that is unsatisfactory as determined by BRA or which is not submitted in compliance with the terms of this Contract.

2.3 BRA will not be required to make any payments to the CONSULTANT, when the CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which BRA may have if the CONSULTANT is in default, including the right to bring legal action for damages or for specific performance

of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. Nothing contained herein shall be construed as authorizing additional fees for services to complete actions not specifically listed for successful completion of the Work.

Section III. Term

3.1 The term of this Contract shall be for a period of one (1) year, commencing on the Effective Date, and may be renewed by subsequent agreement of the parties for up to four (4) additional one (1) year periods, for a total potential term of five (5) years.

3.2 The CONSULTANT additionally agrees to abide by any and all schedules or timing representations set forth in "Exhibit A".

Section IV. Revisions to Work

4.1 BRA reserves the right to direct substantial revision of the Work after acceptance by BRA as BRA may deem necessary; but in such event BRA shall pay the CONSULTANT equitable compensation for services rendered in making such revisions. In any event, when the CONSULTANT is directed to make substantial revisions that are in addition to or alter the Scope of Work established in "Exhibit A", the CONSULTANT shall provide to BRA a written proposal for the entire cost involved in the revisions.

4.2 Prior to the CONSULTANT undertaking any substantial revisions as directed by BRA, BRA must authorize in writing the nature and scope of the revisions, accept the method and amount of compensation, and the time required to perform all phases of the Work.

4.3 If revisions of the Work are required by reason of the CONSULTANT'S error or omission, then such revisions shall be made by the CONSULTANT without additional compensation and in a time frame as directed by BRA.

4.4 It is expressly understood and agreed by the CONSULTANT that any compensation not specified in "Exhibit B" shall require prior written approval by BRA.

Section V. The Consultant's Coordination with BRA

5.1 The CONSULTANT shall be available for conferences with BRA so that Work can be completed with the full benefit of BRA experience and knowledge of existing needs and facilities and be consistent with current policies and standards of the BRA. BRA shall make available to the CONSULTANT all data in its possession relative to the Work.

Section VI. Termination

6.1 This Contract may be terminated at any time by BRA for any cause without penalty or liability. Upon receipt of such notice by BRA, the CONSULTANT shall immediately

discontinue all services and actions on behalf of BRA.

6.2 As soon as practicable after receipt of notice of termination, the CONSULTANT shall submit a statement showing in detail the costs of services performed but not paid for under this Contract through the date of termination. The CONSULTANT will forward to BRA all portions of the Work performed through the date of termination. BRA shall then pay the CONSULTANT promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by BRA.

Section VII. Default

7.1 BRA may terminate this Contract without prejudice to any other remedy it may have, when the CONSULTANT defaults in performance of any provision herein, or fails to carry out the Work in accordance with the provisions of this Contract.

7.2 On such termination, BRA may take possession of all the intellectual property prepared or gathered to date in performance of the Work and finish the Work in whatever way BRA deems expedient. On such default by the CONSULTANT, BRA may elect not to terminate the Contract, and in such event, BRA may make good the deficiency in which the default consists, and deduct the costs from the Contract sum to become due to the CONSULTANT.

Section VIII. Ownership of Documents

8.1 All notes, letters, correspondence, drawings, specifications, and other documents or instruments of professional services prepared or assembled by the CONSULTANT under this Contract shall become the sole property of BRA and shall be delivered to BRA.

Section IX. Insurance

9.1 The CONSULTANT shall, at CONSULTANT'S sole expense, maintain insurance coverage as set forth below:

General Liability Insurance:

Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence
Aggregate	\$ 2,000,000

Professional Liability Insurance: \$ 1,000,000 per claim/aggregate

Workers' Compensation: Statutory

Employers' Liability: \$ 1,000,000 policy limit

Automobile Liability: \$ 1,000,000 per claim/aggregate

9.2 The CONSULTANT shall not commence Work under the Contract until the CONSULTANT has been approved by BRA, nor shall the CONSULTANT allow any subcontractor to commence Work on the CONSULTANT's subcontract until all requisite insurance of the subcontractor has been obtained and approved by BRA. All required policies shall name BRA as an additional insured, except Workers' Compensation and Employers' Liability Insurance and Professional Liability Insurance (as applicable). As proof of the insurance coverage, the CONSULTANT shall furnish to BRA valid certificates of insurance of the types and limits required herein, prior to commencing Work on the project. In the event CONSULTANT's insurance coverage does not provide for automatic additional insured coverage, CONSULTANT shall provide BRA an additional insured endorsement along with its certificate. As proof of insurance coverage by the CONSULTANT's subcontractors, the CONSULTANT shall furnish to BRA such subcontractors' valid certificates of insurance of the types and limits required herein, including additional insured endorsements listing BRA as an additional insured under such policies. In addition, the required insurance coverage shall contain a provision that coverage afforded under the policies will not be materially changed or canceled without provision of thirty (30) days written notice to BRA. The insurance requirements shall remain in effect throughout the term of the Contract.

9.3 The CONSULTANT's subcontractors shall carry and maintain insurance in the types and amounts as further provided in Exhibit "B" for the duration of this Contract. CONSULTANT shall be responsible for ensuring that subcontractors carry and maintain the requisite insurance policies. The subcontractor's policies, except for professional services and workers compensation, shall contain the following endorsements in favor of the BRA:

- i. Waiver of Subrogation
- ii. Thirty (30)-day Notice of Cancellation
- iii. Additional Insured, endorsement

9.4 Concerning insurance to be furnished by the CONSULTANT, it is a condition precedent to acceptability thereof that:

- i. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by the CONSULTANT; and
- ii. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

9.5 The CONSULTANT agrees to the following:

- i. The CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall not have the right to recovery or subrogation against BRA, it being the intention that the insurance

policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;

ii. Companies issuing the insurance policies and the CONSULTANT shall have no recourse against BRA for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of the CONSULTANT.

iii. Approval, disapproval or failure to act by BRA regarding any insurance supplied by the CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability, if any, for damages and accidents as set forth in the Contract. Neither shall the insolvency or denial of liability by the insurance company exonerate the CONSULTANT from liability.

iv. No special payments shall be made for any insurance that the CONSULTANT and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and

v. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

Section X. No Third Party Beneficiary

10.1 No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the BRA, and the BRA shall not be liable for or be held to pay any money to any such person.

Section XI. Successors and Assigns

11.1 The CONSULTANT shall not assign this Contract in whole or part, assign any of its rights or obligations under this Contract or assign any payment due or to become due under this Contract, without the prior, express written consent of the BRA.

11.2 Any attempted or purported assignment by the CONSULTANT without the BRA's approval shall be void and of no force and effect and shall constitute a default under this Contract.

Section XII. Liability

12.1 Acceptance of the Work by BRA shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, agents, assigns or subcontractors for the accuracy and competency of the Work contemplated by this Contract.

12.2 The CONSULTANT shall be solely and completely responsible for performing the

Work with diligence and in a manner consistent with the level of care and skill ordinarily exercised for such professional service in the State of Texas.

Section XIII. Indemnification

13.1 THE CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD THE BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

13.2 IN ADDITION, THE CONSULTANT AGREES TO KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE CONSULTANT IN THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE CONSULTANT OR THE CONSULTANT'S AGENTS, SUBCONTRACTORS, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST BRA FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE CONSULTANT.

13.3 IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE CONSULTANT THAT SUCH INDEMNITY IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT BRA FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT, THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL. BRA AGREES TO GIVE CONSULTANT PROMPT NOTICE OF ANY CLAIM, CONTROL OF THE DEFENSE OR SETTLEMENT OF THAT CLAIM AND REASONABLE ASSISTANCE AND INFORMATION RELATED TO THE CLAIM.

Section XIV. Confidentiality

14.1 During the performance of this Contract, the CONSULTANT has or will have access to confidential or proprietary information belonging to BRA. The CONSULTANT herein agrees to maintain the confidentiality of the information received from BRA and information derived from performance of the Work.

14.2 This obligation shall not apply to information already in the public domain or to disclosures required by law, including the Texas Public Information Act.

Section XV. Severability

15.1 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section XVI. Independent Contractor

16.1 The CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant or employee of BRA. The CONSULTANT hereby acknowledges that it shall have exclusive control of and exclusive right to control the details of the Work, performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors.

16.2 In addition, the CONSULTANT agrees that the doctrine of respondeat superior shall not apply as between BRA and the CONSULTANT and nothing herein shall be construed as creating a partnership or joint enterprise between BRA and the CONSULTANT.

Section XVII. Disclosure

17.1 By signature of this Contract, the CONSULTANT acknowledges to BRA that CONSULTANT has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect.

17.2 The CONSULTANT further agrees that CONSULTANT will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

Section XVIII. Compliance with Laws and Licenses

18.1 The CONSULTANT shall at all times observe and comply with all the provisions of the laws of the State of Texas and Federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the CONSULTANT, his subcontractor(s), or his or their employees, agents or servants, engaged in performance of the Work.

Section XIX. Venue and Choice of Law

19.1 The parties to this Contract agree and covenant that this Contract will be enforceable in McLennan County, Texas and that if legal action is necessary to enforce this Contract, exclusive venue will lie in McLennan County, Texas.

19.2 This Contract shall be construed under Texas law (without regard for choice of law considerations).

Section XX. Entire Agreement

20.1 This Contract sets forth the entire agreement between the BRA and the CONSULTANT with respect to the accomplishment of the Work and the payment of the Contract price therefore, and there are no other understandings or agreements, oral or written, between the BRA and the CONSULTANT with respect to the Work and the compensation therefore, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section XXI. Amendments

21.1 No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the BRA and the CONSULTANT.

Section XXII. Headings

22.1 The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section XXIII. Remedies

23.1 No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition of this Contract.

Section XXIV. Review of Contract

24.1 The CONSULTANT has carefully examined, reviewed, and accepted this Contract and there are no discrepancies, errors, omissions, ambiguities or conflicts in this Contract that are material to the CONSULTANT'S provision, performance or completion of the Work, the Contract price or Contract schedule that have not been clarified in writing by the BRA to the satisfaction of the CONSULTANT.

Section XXV. Right to Audit

25.1 The CONSULTANT shall establish and maintain a reasonable accounting system that enables BRA to readily identify the CONSULTANT'S assets, expenses, costs of goods, and use of funds. BRA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the CONSULTANT, including,

but not limited to those kept by the CONSULTANT, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

25.2 The CONSULTANT shall, at all times during the term of this Contract and for a period of ten years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The CONSULTANT shall at any time requested by BRA, whether during or after completion of this Contract, and at the CONSULTANT's own expense make such records available for inspection and audit (including copies and extracts of records as required) by BRA. Such records shall be made available to BRA during normal business hours at the CONSULTANT's office or place of business and subject to a three day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for BRA.

25.3 The CONSULTANT shall ensure BRA has these rights with the CONSULTANT's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the CONSULTANT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the CONSULTANT's obligations to BRA.

Section XXVI. Prohibition on Boycotting Israel

26.1 CONSULTANT hereby verifies that CONSULTANT:

- i. Does not boycott Israel; and
- ii. Will not boycott Israel during the term of this Contract.

Section XXVII. Notices

27.1 All notices, communications and reports required under the Contract shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

If intended for the **CONSULTANT**, to:

4600 Cobbs Drive
Waco, Texas 76710

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, intending to be bound thereby on this the ___ day of _____, 2018.

BRAZOS RIVER AUTHORITY

CONSULTANT

By: _____

DAVID COLLINSWORTH

Title: **GENERAL MANAGER/CEO**

Date: _____

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed same for and as the act and deed of **CONSULTANT** and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2017.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **David Collinsworth**, General Manager/CEO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed same for and as the act and deed of **BRAZOS RIVER AUTHORITY** and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2018.

Notary Public, State of Texas

Exhibit A Scope of Services

1. **Services.**

2. Consultant. The CONSULTANT acknowledges and agrees that this Contract is non-exclusive and the BRA makes no guarantee as to a minimum amount of work CONSULTANT will be asked to perform under this Contract. The BRA may, at its sole discretion, contract with other firms providing similar services.

3. Work Orders. In the event the BRA has work to be performed under this Contract, the BRA shall first determine whether the CONSULTANT is able and willing to perform the proposed work. However, there is no guarantee as to a minimum amount of work that BRA may have to be performed, and BRA may, at its sole discretion contract with other firms providing similar services to perform the proposed work. If the CONSULTANT is chosen to perform the work, the BRA shall issue a Work Order for the proposed work. The Work Order shall be substantially similar in form to the SAMPLE Work Order Form shown in Section 5 below. The Work Order shall detail the work to be performed in the scope of work, as well as provide a not to exceed amount for each task and the total amount of the Work Order. In addition, the CONSULTANT will provide a breakdown of the estimated personnel costs and expenses associated with each task. Work Orders shall be considered an extension of this Contract. In the event of a conflict between the terms of a Work Order and this Contract, the terms of this Contract shall control. Work Orders may not exceed twenty-five thousand dollars (\$25,000). Projects that exceed twenty-five thousand dollars shall not be divided into multiple projects of less than twenty-five thousand dollars; neither shall multiple work orders be issued for a project that can reasonably be construed to be a single project in excess of twenty-five thousand dollars. In the event of a change order that would increase a Work Order above twenty-five thousand dollars, the BRA may, in its sole discretion, terminate the Work Order and seek proposals for the work in accordance with the BRA's professional services procurement requirements. Over the life of the Contract, Work Orders shall not exceed \$250,000 in aggregate value.

4. List of Daily and Hourly Rates. The daily and hourly rates utilized when performing Work under this Contract shall be in accordance with Exhibit "B".

5. Payment Terms and Invoicing. The BRA normally will pay properly submitted PROVIDER invoices within thirty (30) days of receipt providing goods and/or services have been delivered, and accepted by BRA.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submitted to the following address for processing:

Brazos River Authority
Accounts Payable Department

PO Box 7555
Waco, Texas 76714-7555

PROVIDER may submit invoices electronically to the following AP email address: accounts.payable@brazos.org. Vendors/Providers who use the electronic service should not mail the original invoice.

6. Form of Work Order. Work Orders shall be in the following form (see next page):

Work Order Agreement		
Work Order No. ____		
BRA: Brazos River Authority 4600 Cobbs Drive Waco, Texas 76710	CONSULTANT:	
Professional Services Contract ("Contract") Execution Date:		
Project Name ("Project"):		
BRA Project Account Code:		
Project Description:		
Attachments:		
Exhibit 1. Scope of Work		
Exhibit 2. Compensation for Services of Consultant		
		Not To Exceed Total \$ _____
<p>This Work Order is executed in contemplation of performance of work under the Contract and shall be deemed a part thereof. The terms and conditions of the Contract, including any amendments thereto, remain in full force and effect.</p>		
<p>BRAZOS RIVER AUTHORITY</p> <p>By: _____</p> <p style="margin-left: 20px;">DAVID COLLINSWORTH</p> <p>Title: GENERAL MANAGER/CEO</p> <p>Date: _____</p>	<p>CONSULTANT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	

*Work Order Agreement above is a sample.

Exhibit B Compensation

Section I. Compensation

1.1 CONSULTANT shall provide a not to exceed price for each Work Order issued under this Contract. No Work Order shall exceed twenty-five thousand dollars (\$25,000). Over the life of the Contract, Work Orders shall not exceed \$250,000 in aggregate value. The CONSULTANT shall be compensated for services actually performed on a time and materials basis, up to the contractual not-to-exceed limit set forth in the particular Work Order. The CONSULTANT shall submit invoices for services in a detailed format, with full back-up documentation, including but not limited to: task performed, time billed for each task; and the daily or hourly rate for performing each task.

Section II. Daily and Hourly Rates

2.1 CONSULTANT shall be compensated for services provided under each Work Order in accordance with the following rate table: