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FILED FOR RECORD
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AUG 28 2021

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

STATE OF TEXAS

TWDB Commitment No. G1001316

COUNTY OF TRAVIS

Flood Infrastructure Fund Category 1

HUNT COUNTY

Commented [MW1]: Changed this to all caps per template, for some reason it is not showing up in track changes though my track changes are on.

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the Hunt County (hereinafter "GRANTEE"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB – The Texas Water Development Board, or its designated representative
2. GRANTEE – Hunt County
3. EXECUTIVE ADMINISTRATOR – The Executive Administrator of TWDB or a designated representative
4. PARTICIPANT(S) – N/A
5. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
6. TWDB APPROVAL DATE – April 22, 2021
7. PROJECT – A regional flood planning study of the PROJECT AREA identified as Project #.40027, as more specifically described in EXHIBIT A, Detailed Description of the Project Service Area and EXHIBIT B, Scope of Work.
8. PROJECT AREA – The ~~project area includes~~ Countywide Drainage Study (CDS) will include screening level and targeted H&H modeling for ~~all four full and four partial HUC-10 watersheds in and around Hunt County. within the County.~~ The overall work product will be a series of H&H models and technical reports used to develop a common capital improvement plan (CIP) for the study area. The ~~CDS study~~ is anticipated to occur in four main technical phases intertwined with extensive public outreach efforts throughout the project to maintain community engagement, as more specifically defined in EXHIBIT A, Detailed Description of the Project Service Area.
9. DEADLINE FOR CONTRACT EXECUTION – October 22, 2021
10. CONTRACT INITIATION DATE – The date CONTRACT is signed by the EXECUTIVE ADMINISTRATOR as shown on the last page of this CONTRACT document.

Commented [JP2]: Spell out if this stays in.

Commented [MW3]: Revised to be more project area focused and less project description focused.

Commented [RZ4R3]: Agree that this is project description focused. However, I do like the brief description included.

11. FINAL REPORT – The report including deliverables as described in **EXHIBIT B**, Scope of Work, and all maps, models, and other data gathered and developed for the PROJECT as described in TWDB guidance.
12. PROJECT COMPLETION DATE – June 22, 2021
13. CONTRACT EXPIRATION DATE – August 22, 2021
14. TOTAL PROJECT COST – \$255,000
15. TWDB SHARE OF THE TOTAL PROJECT COST – The lesser of \$191,250 or -75 percent of the total cost.
16. LOCAL SHARE OF THE TOTAL PROJECT COST – \$63,750 in cash and/or in-kind contributions or 25 percent of the total costs.
17. PAYMENT REQUEST SCHEDULE – Not less than quarterly but not more frequently than monthly.
18. SURPLUS FUNDS – Those funds remaining after the GRANTEE has submitted final accounting to the EXECUTIVE ADMINISTRATOR, including interest earned.
19. PROJECT ACCOUNT – An account dedicated to the payment of PROJECT costs.
20. ELIGIBLE EXPENSES – The expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Task and Expense Budget. Expenses incurred prior to March 12, 2020, are not ELIGIBLE EXPENSES.
21. ESCROW ACCOUNT – An account established by GRANTEE that will be used to manage the grant funds in accordance with an escrow agreement acceptable to the EXECUTIVE ADMINISTRATOR, which is attached hereto as **EXHIBIT F**, until the EXECUTIVE ADMINISTRATOR authorizes the release of the grant funds to the PROJECT ACCOUNT.

Commented [MW5]: Please have Grantee update these dates.

Commented [DR6R5]: Assuming a November 1, 2021 start, the completion date would be October 31, 2022.

Should the contract expiration date be 1 month after project completion date?

ARTICLE II SPECIAL CONDITIONS

OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT –

1. GRANTEE must work with any community within the PROJECT AREA that does not yet have floodplain management standards at least equivalent to National Flood Insurance Program minimum standards to assist that community with adopting and enforcing floodplain management standards at least equivalent to National Flood Insurance Program minimum standards, in accordance with the Flood Intended Use Plan. This work must be reflected in the Scope of Work, **EXHIBIT B**.

SECTION II - STANDARD AGREEMENT

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ARTICLE I RECITALS

WHEREAS, GRANTEE applied to TWDB, for financial assistance to conduct flood protection planning for the PROJECT AREA;

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WHEREAS, GRANTEE commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL PROJECT COST;

WHEREAS, GRANTEE is the entity that will act as administrator of the PROJECT and will be responsible for the execution of this CONTRACT;

WHEREAS, on TWDB APPROVAL DATE, TWDB approved GRANTEE's application for financial assistance for the PROJECT, consisting of reimbursement of the TWDB SHARE OF THE TOTAL PROJECT COST;

Now, therefore, TWDB and GRANTEE agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. TWDB enters into this CONTRACT pursuant to Texas Water Code § 15.405; **EXHIBIT A**, Detailed Description of the Project Service Area; **EXHIBIT B**, Scope of Work; **EXHIBIT C**, Task and Expense Budgets; **EXHIBIT D**, Guidelines for Authors Submitting Contract Reports to the Texas Water Development Board; **EXHIBIT E**, TWDB Guidelines for a Progress Report; and **EXHIBIT F**, Escrow Agreement, which are incorporated herein and made a permanent part of this CONTRACT.
2. GRANTEE will conduct the PROJECT for the PROJECT AREA, as delineated and described in **EXHIBIT A**, and according to the Scope of Work contained in **EXHIBIT B**. GRANTEE will be solely responsible for all costs that exceed the Task and Expense Budgets for the PROJECT, **EXHIBIT C**.
3. GRANTEE must hold public meetings with the consultants, local entities, TWDB, and any other interested parties to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act (in accordance with Section II, Article X, Paragraph 2H) and held as determined by GRANTEE and TWDB as detailed below.
4. GRANTEE must hold at least two public meetings as follows:
 - A. One meeting should occur toward the beginning of the project during data collection phase, to inform people of the project, how the study outcome will benefit the community, and gather any additional project related information that people have to share including location of flood risk
 - B. One meeting should be held toward the end of the project to present the key findings of the study, how the study outcome will benefit the community, communicate any identified flood risks in the study area, and receive feedback.
 - C. For larger projects and projects involving alternative solution identification, an additional meeting should be scheduled to present project updates and receive feedback.

ARTICLE III CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER REQUIREMENTS

1. GRANTEE has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and evidence of GRANTEE's ability to provide the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable, and any applicable federal share. Otherwise, TWDB SHARE OF THE TOTAL PROJECT COST will be rescinded.
2. This CONTRACT begins and GRANTEE begins performing its obligations hereunder on the CONTRACT INITIATION DATE and ends on the EXPIRATION DATE. Delivery of an acceptable FINAL REPORT for the PROJECT no later than the EXPIRATION DATE constitutes completion of the terms of this CONTRACT.
3. A progress report, including results to date, must be provided to the EXECUTIVE ADMINISTRATOR throughout the project on the same timetable as the PAYMENT REQUEST SCHEDULE. Interim reports on special topics and/or results must be provided as requested. Instructions for the progress report are shown in EXHIBIT E.
4. GRANTEE must complete a draft Report. Draft Reports must include an Executive Summary, Table of Contents, List of Figures, List of Tables, a List of References, Conclusion (including key findings and recommendations), and any other pertinent information such as the Scope of Work or other diagrams, graphics, or tables to explain the procedures and results of the PROJECT. The Draft Report also must include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. GRANTEE must deliver one (1) Portable Document Format (PDF) copy, with searchable text of the Draft Report to the EXECUTIVE ADMINISTRATOR no later than the PROJECT COMPLETION DATE. All Draft Reports must be prepared according to EXHIBIT D. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to GRANTEE.
5. GRANTEE must consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commenters on all draft deliverables into the FINAL REPORT. GRANTEE must attach a copy of the EXECUTIVE ADMINISTRATOR's comments in the FINAL REPORT. GRANTEE must submit one (1), or more as requested by the TWDB project manager, physical copy (bound) and one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF), with searchable text, to the EXECUTIVE ADMINISTRATOR no later than the EXPIRATION DATE. GRANTEE must submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the FINAL REPORT must comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to GRANTEE will state the reasons for rejection and the steps GRANTEE needs to take to have the FINAL REPORT accepted and the retainage released. The CONTRACT may be extended if necessary and allowable, based on the state funding source, to allow time for GRANTEE to resubmit the FINAL REPORT.
6. The EXECUTIVE ADMINISTRATOR may extend the PROJECT COMPLETION DATE and the EXPIRATION DATE upon written approval. GRANTEE must notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the PROJECT COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that GRANTEE is requesting an extension to the respective dates.

7. If GRANTEE is a retail public utility as defined in Texas Water Code § 13.002 and GRANTEE provides potable water, then GRANTEE annually must perform and file a water audit computing GRANTEE's most recent annual system water loss with TWDB. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. GRANTEE agrees to comply with 31 TAC § 358.6 relating to water audits.
8. During the Term of this Agreement, GRANTEE must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to TWDB no later than 120 days after the close of GRANTEE's fiscal year.

ARTICLE IV COMPENSATION AND REIMBURSEMENT

1. TWDB agrees to compensate and reimburse GRANTEE in a total amount not to exceed TWDB SHARE OF THE TOTAL PROJECT COST for costs incurred by GRANTEE pursuant to performance of this CONTRACT. GRANTEE will contribute local funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse GRANTEE for ninety-five percent (95%) of TWDB SHARE OF THE TOTAL PROJECT COST pending GRANTEE's performance, completion of the PROJECT, and written acceptance of said PROJECT by the EXECUTIVE ADMINISTRATOR, at which time TWDB will pay the retained five percent (5%) to GRANTEE.
2. TWDB will deposit the TWDB SHARE OF THE TOTAL PROJECT COST in an approved ESCROW ACCOUNT to be released to GRANTEE's PROJECT ACCOUNT at the direction of the EXECUTIVE ADMINISTRATOR.
3. GRANTEE must submit TWDB Outlay Report forms identifying:
 - A. the total amount of expenses incurred by GRANTEE for the period covered by the Outlay Report; and
 - B. identification and description of LOCAL SHARE OF THE TOTAL PROJECT COST for the billing period, if applicable, and any applicable federal or other share for the billing period; and
 - C. invoices, receipts, or other documentation satisfactory in form and in substance to TWDB sufficient to establish the requested amount as an eligible expense incurred by the GRANTEE.
4. EXECUTIVE ADMINISTRATOR will authorize the release of TWDB SHARE OF THE TOTAL PROJECT COST from the ESCROW ACCOUNT when Outlay Reports have been approved by TWDB.
5. GRANTEE must use grant funds for ELIGIBLE EXPENSES. GRANTEE must return any grant funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of grant funds used for any ineligible or unverified expenses must be credited against verified ELIGIBLE EXPENSES. If the total amount of ELIGIBLE EXPENSES is insufficient to fully offset the amount of improperly expended grant funds, the GRANTEE must use other funds to fully repay the TWDB. This Section II, Article IV, Item 5 survives the termination or expiration of this Agreement.

6. GRANTEE must submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE.
7. GRANTEE is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.
8. Travel expenses are limited to travel expenses authorized for state employees by the Texas Comptroller of Public Accounts at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>, as amended or superseded. Receipts required for lodging; as well as copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals.
9. GRANTEE is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 60 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in closure of the CONTRACT. After closure of the CONTRACT, any SURPLUS FUNDS will be unavailable for reimbursement.
10. GRANTEE must provide a final accounting of funds expended on the PROJECT and return any SURPLUS FUNDS remaining after GRANTEE has submitted a final accounting to the EXECUTIVE ADMINISTRATOR.

ARTICLE V INTELLECTUAL PROPERTY

1. It is agreed that all works developed by GRANTEE and any subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of TWDB and GRANTEE. GRANTEE hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, GRANTEE agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. TWDB and GRANTEE each have full and unrestricted rights to use such works with no compensation obligation.
2. GRANTEE must include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections and must require that subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors.
3. To the extent allowed by law, GRANTEE must make all reports, drafts of reports, data, drawings, studies, analyses, models, notes, plans, computer programs and codes, or other work products, whether final or intermediate, available to the regional flood planning group applicable to the PROJECT AREA within a reasonable time after a request from the regional flood planning group.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent of the GRANTEE and the EXECUTIVE ADMINISTRATOR. This CONTRACT may be terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to GRANTEE. PROJECT schedule dates and deadlines as outlined in Section I, Article I may not be revised without written approval by TWDB and amendment to this CONTRACT. Upon receipt of such termination notice, GRANTEE must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. GRANTEE must submit a statement showing in detail the work performed under this CONTRACT to the date of termination. TWDB will pay GRANTEE that proportion of the prescribed fee which applies to the work that is actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT must be delivered to TWDB.
2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to GRANTEE at any time. Upon receipt of such order, GRANTEE must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. The GRANTEE may not resume work under this CONTRACT unless the EXECUTIVE ADMINISTRATOR issues a Restart Order. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:
 - A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.
 - B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between (Contractor Name) and the Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract."

All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

1. the Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K;
2. payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C;
3. ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or GRANTEE will become data, materials and work owned by TWDB and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;

4. Subcontractor must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
5. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
6. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, GRANTEE will be considered an independent contractor (in accordance with Section II, Article X, Paragraph 2D) and therefore solely responsible for liability resulting from negligent acts or omissions. GRANTEE must obtain all necessary insurance that, in the judgment of GRANTEE and consistent with the standard practices of the industry or GRANTEE, is necessary to protect themselves, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT.
2. GRANTEE is solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for GRANTEE to perform the subject work.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT which will remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS
 - A. **Disaster Recovery Plan.** Upon request of TWDB, GRANTEE must provide descriptions or copies of its business continuity and disaster recovery plans.
 - B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used to attempt to resolve any dispute arising under this CONTRACT.
 - C. **Excess Obligations Prohibited/No Debt Against the State.** This CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
 - D. **False Statements.** If GRANTEE signs its application with a false statement or it is subsequently determined that GRANTEE has violated any of the representations,

guarantees, warranties, certifications, or affirmations included in its application, GRANTEE will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.

- E. **Force Majeure.** Neither GRANTEE nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.
- G. **Applicable Laws.** In consideration of the performance of the mutual agreements set forth in this CONTRACT, the GRANTEE, by and through its designated and authorized representatives agrees to implement the PROJECT in compliance with all state and federal laws and regulations that may be applicable; Texas Water Code, Chapter 15, Subchapters F and I; 31 Texas Administrative Code Chapter 355; and TWDB Guidance.
- H. **Remedies.** TWDB has all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.
- I. **Indemnification.** GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- J. **Public Information Act.** GRANTEE understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, GRANTEE is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from

disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

- K. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- L. **National Flood Insurance Program.** The appropriate entities within the PROJECT AREA must currently enforce and continue to enforce floodplain management standards at least equivalent to National Flood Insurance Program minimum standards and may exceed the National Flood Insurance Program minimum standards subject to Section I, Article II.
- M. **Investment and Collateralization of Public Funds.** Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

2. STANDARDS OF PERFORMANCE

- A. **Personnel.** GRANTEE must assign only qualified personnel to perform the services required under this CONTRACT. GRANTEE is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. **Professional Standards.** GRANTEE must provide the services and deliverables in accordance with applicable professional standards. GRANTEE represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this CONTRACT.
- C. **Procurement Laws.** GRANTEE must engage in competitive procurements for work on the Project. All purchases for goods, services, or commodities made with funds provided under this CONTRACT must comply with State and local procurement and contracting laws.
- D. **Party Relationship.** Both the GRANTEE and TWDB, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. **Proprietary and Confidential Information.** GRANTEE warrants and represents that any information that is proprietary or confidential and is received by GRANTEE from TWDB or

any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

- F. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and GRANTEE. TWDB's project manager will supervise TWDB's review of GRANTEE's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
- G. **Nepotism.** GRANTEE must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of GRANTEE's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.
- H. **Open Meetings.** GRANTEE must comply with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. AFFIRMATIONS AND CERTIFICATIONS

- A. **Antitrust Affirmation.** GRANTEE represents and warrants that, in accordance with Texas Government Code § 2155.005, neither GRANTEE nor any firm, corporation, partnership, or institution represented by GRANTEE, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as GRANTEE.
- B. **Child Support Obligation Affirmation.** Under Texas Family Code § 231.006, GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified grant, loan or payment, and acknowledges that this CONTRACT may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, GRANTEE represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
- D. **Debts and Delinquencies Affirmation.** GRANTEE agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.

- E. **E-Verify Program.** GRANTEE certifies that for contracts for services, GRANTEE will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: (1) all persons employed by GRANTEE to perform duties within Texas; and (2) all persons, including Subcontractors, assigned by GRANTEE to perform work pursuant to the CONTRACT within the United States of America.
- F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, GRANTEE certifies that either (1) it meets one of the exemption criteria under § 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the CONTRACT resulting from this solicitation. GRANTEE must state any facts that make it exempt from the boycott certification.
- G. **Excluded Parties.** GRANTEE certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, GRANTEE certifies that it is not: (1) the executive head of TWDB; (2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or (3) a person who employs a current or former executive head of TWDB.

If § 669.003 applies, the GRANTEE must provide the following information:

Name of Former Executive: _____
 Name of State Agency: _____
 Date of Separation from State Agency: _____
 Position with GRANTEE: _____
 Date of Employment with GRANTEE: _____

- I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), GRANTEE certifies that neither GRANTEE nor any person or entity represented by GRANTEE has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- J. **Foreign Terrorist Organizations.** GRANTEE represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- K. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, GRANTEE certifies that the GRANTEE is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- L. **Lobbying Prohibition.** GRANTEE represents and warrants that TWDB's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under the CONTRACT are

not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

- M. No Conflict of Interest.** GRANTEE represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE also represents and warrants that, during the term of this CONTRACT, GRANTEE will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.
- N. Prior Disaster Relief Declaration.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code §§ 2155.006 and 2261.053, GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- O. Suspension and Debarment.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

ARTICLE XI CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For TWDB:

Contract Issues:

Texas Water Development Board
Attention: Flood Planning
P.O. Box 13231
Austin, Texas 78711-3231
Email: floodplanning@twdb.texas.gov

Payment Request Submission:

Texas Water Development Board
Attention: Outlays and Escrows
P.O. Box 13231
Austin, Texas 78711-3231
Email: outlays@twdb.texas.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the GRANTEE:

Contract Issues:

Name
Company
Address
City State ZIP
Email

Payment Request Submission:

Name
Company
Address
City State ZIP
Email

Physical Address:

Building Name
Street Address
City State ZIP

Commented [MW7]: Make sure Grantee fills out this section.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

HUNT COUNTY

By: _____

Name: [REDACTED] Brian Toole

Title: [REDACTED] Director of County Development

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

EXHIBIT A

DETAILED DESCRIPTION OF THE PROJECT SERVICE AREA

Countywide Drainage Study

The project area includes the following full and partial HUC-10 basins:

- Full HUC-10s:
 - 1201000101: Town of Greenville-Cowleech Fork Sabine River
 - 1201000102: West Caddo Creek
 - 1201000103: Royse City-South Fork Sabine River
 - 1201000104: Lake Tawakoni
- Partial HUC-10s:
 - 1114030101: Spring Creek-South Sulphur River
 - 1114030102: Middle Sulphur River-South Sulphur River
 - 1201000301: Lake Fork Creek-Case Lake
 - 1203010601: Indian Creek-Pilot Grove Creek

The risk of flooding for Hunt County is widespread. A total of 24 critical known areas of recurrent flooding were identified by County staff. A majority of these known flooding issues impact critical road infrastructure such as Hwy 380, I-30, and TX-24 and frequently impede travel across the county. These frequent road closures and detours affect the operations of several critical facilities across the county, including a petroleum distillery and a wastewater treatment plant. Furthermore, a preliminary assessment of potential structural flooding within Hunt County showed that approximately 1,494 structures are within the FEMA 100-yr floodplain. Finally, the Wolfe City Reservoir is a known high hazard dam in the northern portion of Hunt County that needs to be evaluated and addressed. The dam was built nearly 70 years ago and has been classified as a high hazard dam in danger of breaching.

The Countywide Drainage Study will include screening level and targeted H&H modeling for all HUC-10 watersheds within the County. The overall work product will be a series of H&H models and technical reports used to develop a common capital improvement plan (CIP) for the study area of 882 sq. mi. and 1,692 stream miles. There are ~~ten~~ **six** critical areas for additional H&H analysis selected, two concept level alternatives to resolve critical flood hazard areas and the alternatives may include but will not be limited to bridge, culvert, channel, or detention pond improvements. Lastly, there are ~~three~~ **four** concept level alternatives to improve the capacity of the Wolfe City dam will be developed.

Commented [DR8]: The number of critical areas that will be modeled in detail (Task 5) was reduced from 10 to 6 in order to accommodate TWDB's request of performing a Benefit-Cost analysis (BCA) for each feasible alternative.

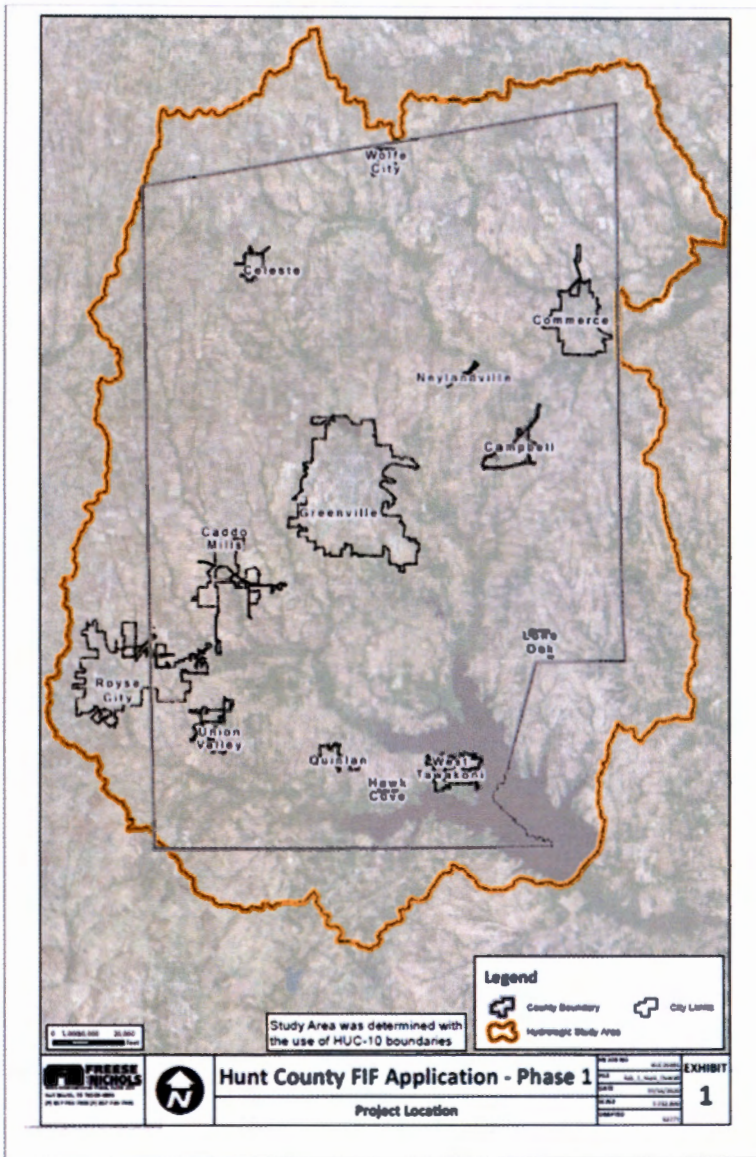
Hunt County and FNI consider this additional scope item (BCA) to be valuable and prudent, but it cannot be accommodated within the same allocated grant budget without scaling down the scope.

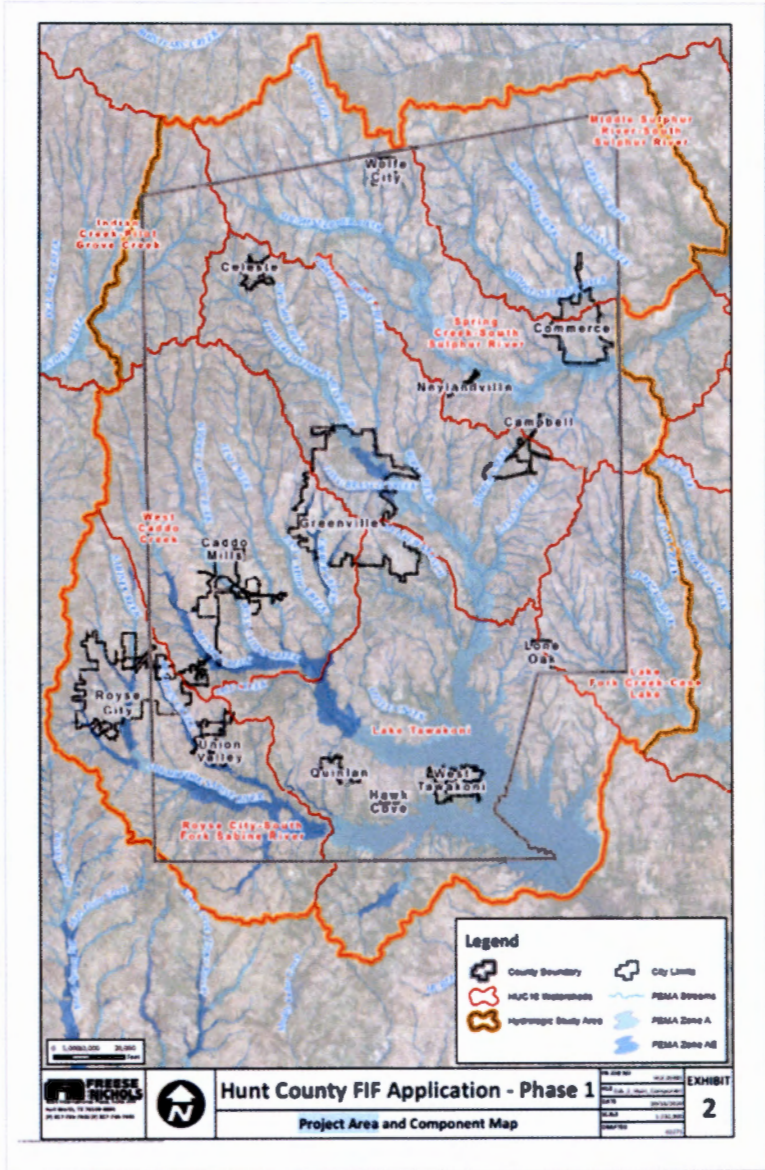
Commented [DR9]: See Scope updates to Task 6. FNI added greater detail to the scope items listed under Task 6.

Commented [MW10]: I don't think we need this here. It seems more "project need" focused rather than strictly the project area.

Defer to Reem.

Commented [RZ11R10]: Keep.





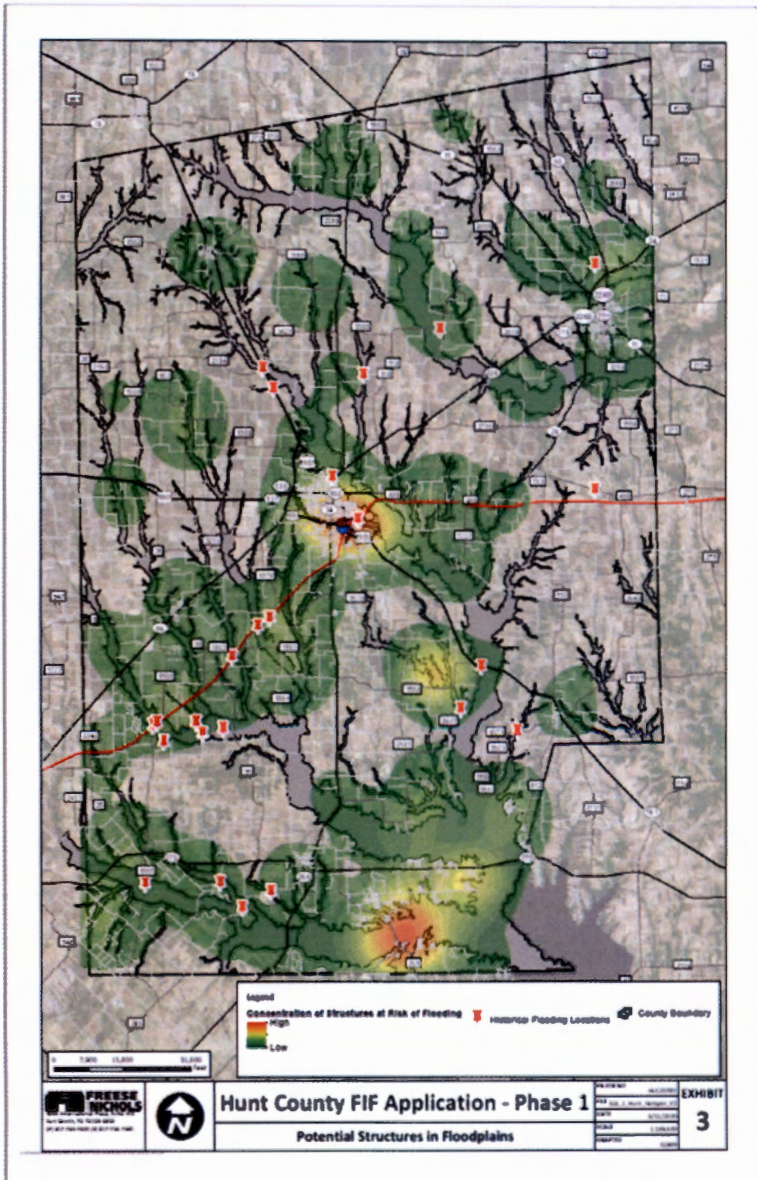


EXHIBIT B

SCOPE OF WORK

Countywide Drainage Study

PROJECT UNDERSTANDING: Hunt County (County) has been experiencing rapid development over the past decade. This significant growth is expected to continue for years to come, prompting County officials to develop plans and establish policies that will help them manage and minimize flooding risks. In a collaborative effort with the Cities of Hunt County including Greenville, Caddo Mills, and Commerce, the County is pursuing financial assistance from the newly created Texas Flood Infrastructure Fund (FIF) to develop a Countywide Drainage Study. The FIF is managed by the Texas Water Development Board (TWDB) and it was created to assist in the financing of drainage, flood mitigation and flood control projects. The Countywide Drainage Study (CDS) will include the development of hydrologic and hydraulic models that will serve as planning tools to define flood hazard risks for private properties and public infrastructure. The models will also provide a platform for developing and evaluating improvement alternatives. In addition, the study will include a dam assessment for the Wolfe City reservoir.

COUNTYWIDE DRAINAGE STUDY (CDS)

BASIC SERVICES

Task 1: Project Management

- 1) General project management and communications with the County Commissioners Court and County Staff. Facilitate communication between County Staff and partner entities to obtain relevant data and coordinate public outreach efforts.
- 2) Project kickoff meeting with County Judge, Commissioners, pertinent County Staff and partner entities staff.
- 3) Up to three (3) bi-monthly update meetings – To be conducted via conference call or in person as needed. Duration not to exceed 1-hour per meeting.
- 4) Monthly status reports.

Task 2: Coordination and Collaboration Work Sessions

- 1) Conduct an initial work session meeting with the Commissioners Court and pertinent County staff to discuss and establish the overall vision and goals of the CDS within the limits of the scope detailed below.
- 2) Prepare draft memo summarizing CDS vision and goals. A final memo will be prepared addressing comments and feedback from stakeholders.
- 3) Conduct a strategy workshop with County operations, maintenance and engineering personnel to gain an understanding of the drainage system characteristics and to identify potential data sources.
- 4) Prepare meeting materials and meeting minutes following each work session.

Task 3: Data Collection

- 1) GIS data: topographic maps, LiDAR, zoning maps, storm drain system mapping, roadways, property lines, buildings, future land use maps, aerial imagery.
- 2) Previous plans and studies from partnering cities and other related authorities.
- 3) Existing hydrologic and hydraulic models.
- 4) Master Hunt County Thoroughfare Plan.

Commented [MW12]: Ryke - I found some of the same formatting issues that I did with Orange County (spacing off between rows, not allowing me to insert spaces between words, some left aligned and some justified) so I manually re-formatted the whole thing.

Let's chat to make sure you make these formatting edits in the rest before routing.

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- 5) Conduct a 2-day field visit with County Staff to identify known flood and erosion problems and other areas of concern such as roadway overtopping.
- 6) System inventory of streams and County roadways to be provided by the County.

Task 4. Screening Assessment

- 1) Development of a county wide two-dimensional (2D) hydraulic model to perform high-level planning and analysis. The 2D hydraulic model will cover the entire Lake Tawakoni (HUC# 1201000104), Spring Creek-South Sulphur River (HUC# 1114030101), Town of Greenville-Cowleech Fork Sabine River (HUC# 1201000101), and West Caddo Creek (HUC# 1201000102) watersheds and portions of adjacent watersheds within the County area.
- 2) Perform "Rain-on-Mesh" analysis to define overland flow paths and identify flooding areas within and outside of the floodplain. Flow hydrographs will be developed for standard design storms including the 2, 10, 50, and 100-year events (24-hr duration) for existing and ultimate 100-yr development conditions. Structures at risk of flooding and overtopped roadway crossings will be identified and tabulated for each design storm.
- 3) Incorporate County Commissioners Court and County Staff institutional knowledge into hydraulic analysis to identify up to ten (10) critical flood hazard areas.

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Task 5. Targeted Hydrologic and Hydraulic Modeling and Alternatives Analysis

- 1) Refine hydrologic and hydraulic analyses to achieve greater level of detail for up to six (6) selected critical flood areas identified in Task 4.5.
- 2) Develop up to two (2) conceptual level alternatives to resolve critical flood hazard areas. The alternatives may include but will not be limited to bridge, culvert, channel, or detention pond improvements. Alternatives will be evaluated using HEC-RAS and/or HEC-HMS. Detailed urban/residential flood modeling requiring modeling tools other than HEC-RAS and/or HEC-HMS beyond the scope the study.
- 3) Evaluate the alternatives for the 2, 10, 50 and 100-year storm events.
- 4) Develop corresponding exhibits depicting the concept and resulting reduction in flooding risks.
- 5) Develop alternatives with the goal of minimizing flood risk considering economic constraints. Achieving a 100-yr level of protection may not be economically feasible for all locations.
- 6) Prepare planning level opinion of probable construction cost (OPCC) for each alternative in 2020 dollars.
- 7) ~~Develop a ranking criteria and associated weights for the storm water Capital Improvement Projects (CIP) in conjunction with County Staff.~~
- 8) ~~Score and rank each project following a pair-wise ranking methodology.~~
- Identify funding sources and financing strategies to adequately fund the necessary improvements for high ranking projects.
- ~~When possible and as applicable, evaluations of flood risk reduction solutions, including flood mitigation projects, should be consistent with "Technical Guidelines for Regional Flood Planning," Exhibit C to Regional Flood Planning Grant Contracts, which can be found at: <https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp>.~~
- ~~Each feasible flood mitigation alternatives evaluated must identify and compare cost and benefits of projects. Quantification of cost will include engineering, permitting, easement and/or property acquisition, capital cost, operation and maintenance, and other costs as applicable. Quantification of benefit of the project will include the following items, as applicable:~~
 1. Number of structures with reduced 100-year (1% annual chance) flood risk.
 2. Number of structures removed from 100-year (1% annual chance) flood risk.
 3. Number of structures removed from 500-year (0.2% annual chance) flood risk.

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Commented [DR13]: The number of critical areas that will be modeled in detail (Task 5) was reduced from 10 to 6 in order to accommodate TWDB's request of performing a Benefit-Cost analysis (BCA) for each feasible alternative.

Hunt County and FNI consider this additional scope item (BCA) to be valuable and prudent, but it cannot be accommodated within the same allocated grant budget without scaling down the scope.

Commented [MW14]: Grantee to confirm.

Commented [DR15R14]: Correct, Task 4.

Commented [DR16]: Deleted scope of work items. Budget associated with these tasks was used to cover a portion of the effort associated with the additional Benefit-Cost Analysis scope listed below.

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4. Residential structures removed from 100-year (1% annual chance) flood risk.
5. Estimated Population removed from 100-year (1% annual chance) flood risk.
6. Critical facilities removed from 100-year (1% annual chance) flood risk (#).
7. Number of low water crossings removed from 100-year (1% annual chance) flood risk (#).
8. Estimated reduction in road closure occurrences.
9. Estimated length of roads removed from 100-year flood risk (miles).
10. Estimated farm & ranch land removed from 100-year flood risk (acres). Estimated farm & ranch land at 100-year flood risk (acres) should only include farm and ranch land that are negatively impacted by flooding events and should not include land that benefits from floodplains for example rice fields.
11. Estimated reduction in fatalities (if available).
12. Estimated reduction in injuries (if available).
13. Pre-Project Level-of-Service
14. Post-Project Level-of-Service
15. Cost/ Structure removed
16. Percent Nature-based Solution (by cost)
17. Negative Impact (Y/N)
18. Negative Impact Mitigation (Y/N)
19. Social Vulnerability Index (SVI)
20. Water Supply Benefit (Y/N)
- Traffic Count for Low Water Crossings
- 21.

- The recommended solutions must be permittable, constructable and implementable.
- 9)• The recommended flood risk reduction solutions must have no negative effect on neighboring areas in accordance with statutory requirements for regional flood plans (Texas Water Code § 16.062(i) and (j)(2)). Recommended flood risk reduction solutions, including flood mitigation projects, must meet the definition and requirements regarding no negative effect identified in Exhibit C to the Regional Flood Planning Contracts, Technical Guidelines for Regional Flood Planning, which can be found at: <https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp>. The flood mitigation projects identified from this FIF CAT 1 study must comply with 'no negative effect' in order to be included in the regional flood plans.

Task 6. Dam Assessment - Wolfe City Reservoir

- 1)• Perform a 1-day field visit with County Staff with County Staff to perform a physical inspection and identify the current condition of the dam impoundment and outlet structures for Wolfe City Reservoir 1 and 2. The dam as-builts will be provided by the County or partnering entities. A summary of the condition will be incorporated into the technical memorandum listed below. The field visit will not include a TCEQ inspection Report.
- ———Generate TCEQ probable maximum precipitation (PMP) depths based on recently updated TCEQ PMP guidelines, released in January 2017, and in accordance with guidance in the Texas Administrative Code (TAC §299.15). Evaluate the dams' existing capacity, expressed as a percentage of the Probable Maximum Flood (PMF), to determine whether the dam complies with TCEQ criteria for hydrologic adequacy (TAC §299.15). A breach analysis will not be completed for the dam. The capacity for the dam will be evaluated considering the two structures function as one dam with an equalization channel and only one spillway. Hydrologic model parameters will be developed based on standard engineering practice and in accordance with the TCEQ Hydrologic and Hydraulic Guidelines for Dams in Texas. Elevation-storage data will be computed based on available data from as-built construction drawings, previous bathymetric survey data, LiDAR topography data, or state/national dam inventory data. No new bathymetric survey is included in

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Commented [RM17]: TWDB added language

Commented [DR18R17]: Agreed, but number of sites was scaled down to accommodate this additional scope item.

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Commented [DR19]: Added greater detail to the scope under Task 6.

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this scope. This hydrologic capacity will be summarized in the Technical Memorandum in Item 5 below.

- 2) Perform a hydrologic capacity analysis of the dam to evaluate the dam's existing capacity to determine whether the dam complies with TCEQ criteria for hydrologic adequacy.
- 3) Develop up to ~~four~~ **three** (3) conceptual level alternatives to improve the hydrologic adequacy of the dam to pass TCEQ Regulations. A summary of alternatives will be included in the Technical Memorandum listed below. Contract Documents will not be prepared.

- FNI will prepare an opinion of probable construction costs (OPCC) in accordance with AACE Class 4 estimate (1% to 15% maturity level) for each alternative in 2022 dollars.
- Draft Technical Memorandum will be submitted in digital format (.pdf file) for County review. Up to one (1) round of revisions to the report will be performed after receiving County feedback. Final report will be submitted in digital format (.pdf file) and up to two (2) hard copies will be provided. Information included in the report will include the four items above.

- Prepare planning level opinion of probable construction cost (OPCC) for each alternative in 2020 dollars.

Task 7. Countywide Drainage Study (CDS) – Technical Report

- 1) Prepare CDS Draft Technical Report documenting the findings and recommendations of Tasks 1 through 6.
- Draft report will be submitted in digital format (.pdf file) for County review. Up to one (1) round of revisions to the report will be performed after receiving County feedback. Final report will be submitted in digital format (.pdf file) and up to two (2) hard copies will be provided.

Task 8. Public Outreach

- 1) Develop a public website to describe the purpose and scope of the Countywide Drainage Study. The website will provide options to receive community feedback on the study and allow citizens to report additional known areas of flooding.
- 2) Hold up to three (3) public meetings with County staff to present the information developed throughout the study and obtain community feedback.

ADDITIONAL SERVICES: The following services are additional and shall not be included in the Scope of Services unless specifically approved by the COUNTY. FNI shall inform the COUNTY when a particular service falls into the "Additional Services" category. Compensation for Additional Services shall be on an hourly basis.

1. Topographic field survey.
2. Full design plans for the proposed alternatives.
3. Detailed urban/residential flood modeling beyond the limitations of HEC-RAS v5.0.7. Examples include: inlet calculations, curb and gutter capacity calculations, street conveyance calculations, closed storm drain pipe modeling, and sanitary sewer modeling.
4. Update or creation of floodway models.
5. Analysis of areas beyond those outlined in the Scope of Basic Services.
6. Analysis of additional alternatives beyond those indicated in the Scope of Basic Services.
7. Application for state or federal permitting or an environmental document for NEPA clearance.

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Commented [RZ20]:

Commented [MW21]: Will this require them to amend their task budget with us anytime this happens? Should we suggest they just include the things they intend to approve in one of the tasks.

Commented [RZ22R21]: FNI is not part of this contract agreement, they do not appear to be referred to anywhere else in the document. To applicant: please clarify the appropriate location for inclusion of these tasks.

Commented [DR23R21]: These are essentially items that are not included in the scope of work. FNI listed them as Additional Services, but we could change to read as follows:

"The following services are not included in the Scope of Services described in Exhibit B."

We are open to any recommendations from TWDB on how to address this item, but in essence, FNI is just establishing important limitations to the scope of work.

- 8. LOMR, CLOMR or other FEMA coordination.
- 9. USACE 404 or other environmental permitting.
- 10. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by CLIENT or 2) due to other causes not solely within the control of FNI.
- 11. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CLIENT.
- 12. Meeting or trips in excess of the number of meetings included in in this Scope of Services for site visits, coordination meetings, or other activities.
- 13. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- 14. Preparing data and reports for assistance to CLIENT in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- 15. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- 16. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CLIENT.
- Providing document revisions in excess of those outlined in this Scope of Services.
- 17. Data cleansing of county records and GIS data listed in Task 3.

~~TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services within eight (8) months of receiving notice to proceed.~~

~~If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CLIENT or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.~~

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- Commented [MW24]: These seem like terms from the subcontract that are not needed her in the scope.

EXHIBIT C

TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Project Management	\$12,135
2	Coordination and Collaboration Work Sessions	\$7,359
3	Data Collection	\$8,594
4	Screening Assessment	\$55,282
5	Targeted H Hydrologic and H Hydraulic H&H Modeling and Alternatives Analysis	\$86,646
6	Dam Assessment	\$35,887
7	Technical Report	\$21,907
8	Public Outreach	\$27,190
TOTAL		\$255,000

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EXPENSE BUDGET

CATEGORY	AMOUNT
Salaries & Wages ¹	\$0
Fringe ²	\$0
Travel ³	\$0
Subcontract Services	\$255,000
Equipment	\$0
Other Expenses ⁴	\$0
Overhead ⁵	\$0
Profit	\$0
TOTAL	\$ 255,000

Commented [MW25]: Please confirm that the Grantee does not want to retain any funds for their work.

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, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded

⁴ Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁵ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

EXHIBIT D

GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD

1.0 Introduction

The purpose of this document is to describe the required format of contract reports submitted to the Texas Water Development Board (TWDB). Our reason for standardizing the format of contract reports is to provide our customers a consistent, and therefore familiar, format for contract reports (which we post online for public access). Another reason for standardizing the format is so that we can more easily turn a contract report into a TWDB numbered report if we so choose. Remember that your report will not only be seen by TWDB staff, but also by any person interested in the results of your study. A professional and high-quality report will reflect well on you, your employer, and the TWDB.

Available upon request, we will provide a Microsoft Word template (used to write these instructions) that gives the fonts, spacing, and other specifications for the headings and text of the report. Please follow this template as closely as possible.

2.0 Formatting your report

The TWDB format is designed for simplicity. For example, we use Times New Roman for all text. We use 12 point, single-spaced text, left justification for paragraph text, 18 point bold for first-level headings, and 14 point bold for second-level headings. Page numbers are centered at the bottom of the page. Other than page numbers, please refrain from adding content to the document header or footer. Page setup should use one-inch margins on all four sides.

2.1 Text

The best way to format your document is to use the styles described and embedded in the template document (Authors_Template.dot) that is available on request from the TWDB. To use the Authors_Template.dot file, open it in Word (make sure *.dot is listed under Files of type) and save it as a .doc file. Advanced users can add the .dot file to their computers as a template.

Make sure the formatting bar is on the desktop (to open, go to View→Toolbars→Formatting) or, to view all of the formatting at once, go to Format→Styles and Formatting and select Available Styles from the dropdown box at the bottom of the window. The formatting in the template document provides styles (such as font type, spacing, and indents) for each piece of your report. Each style is named to describe what it should be used for (for example, style names include Chapter Title, Body Text, Heading 1, References, and Figure or Table Caption). As you add to your report, use the dropdown list on the Formatting Toolbar or the list in the Styles and Formatting window to adjust the text to the correct style. The Authors_Template.dot file shows and lists the specifications for each style.

2.1.1 Title

Give your report a title that gives the reader an idea of the topic of your report but is not terribly long. In addition to the general subject (for example, "Droughts"), you may include a few additional words to describe a place, methodology, or other detail focused on throughout the paper (for example, "Droughts in the High Plains of Texas" or "Evaluating the effects of drought using groundwater flow modeling"). Please capitalize only the first letter of each word except 'minor' words such as 'and' and 'of'. Never use all caps. Use headings to help the reader follow you through the main sections of your report and to make it easier for readers to skim through your report to find sections that might be the most interesting or useful to them. The text of the report should include an executive summary and sections outlined in 4.4 of Attachment 1. Headings for up to five levels of subdivision are provided in the template; however, we

suggest not using more than three or four levels of subdivision except where absolutely necessary. Please avoid stacked headings (for example, a Heading 1 followed immediately by a Heading 2) and capitalize only the first letter of headings or words where appropriate—never use all caps.

2.2 Figures and photographs

To publish professional-looking graphics, **we need all originals to be saved at 300 dots-per-inch (dpi)** and in grayscale, if possible, or in the CMYK color format if color is necessary. Excessive use of color, especially color graphics that do not also work in grayscale, will prevent us from publishing your report as a TWDB numbered report (color reproduction costs can be prohibitive). Preferred file formats for your original graphics are Adobe Illustrator (.ai), Photoshop (.psd), EPS with .tiff preview, .jpg, .png, or .tiff files. Refrain from using low resolution .jpg or .gif files. Internet images at 72 dpi are unacceptable for use in reports. All graphics shall be submitted in two forms:

1. Inserted into the Microsoft Word document before you submit your report. Ideally, inserted graphics should be centered on the page. Format the picture to downsize to 6 inches wide if necessary. Please do not upsize a graphic in Word.
2. Saved in one of the formats listed above.

2.2.1 Other graphics specifications

It is easiest to design your figures separately and add them in after the text of your report is complete. Graphics should remain within the 1-inch page margins of the template (6 inches maximum graphic width). Be sure that the graphics (as well as tables) are numbered in the same order that they are mentioned in the text. Figures should appear embedded in the report after being called out in the text. Also, remember to include a caption for each graphic in Word, not as part of the graphic. We are not able to edit or format figure captions that are part of the figure. For figures and photographs, the caption should appear below the graphic. For tables, the caption should appear above.

2.2.2 Creating publication-quality graphics

When designing a graphic, make sure that the graphic (1) emphasizes the important information and does not show unnecessary data, lines, or labels; (2) includes the needed support material for the reader to understand what you are showing; and (3) is readable (see Figures 1 and 2 for examples). Edward R. Tufte's books on presenting information (Tufte, 1983; 1990; 1997) are great references on good graphic design. Cole Nussbaumer Knaflic's website *Storytelling With Data* also provides freely accessible resources for designing infographics and data visualization: (<http://www.storytellingwithdata.com/blog>). Figures 1 through 3 are examples of properly formatted, easy to understand graphics. Do not include fonts that are less than 6 points.

For good-looking graphics, the resolution needs to be high enough to provide a clear image at the size you make them within the report. In general, 300 dpi will make a clear image and is the minimum resolution for all situations. Try to create your figures at the same size they will be in the report, as resizing them in Word greatly reduces image quality. Photographs taken with at least a two-megapixel camera (if using digital) and with good contrast will make the best images. Save the original, and then adjust color levels and size in a renamed image copy. Print a draft copy of your report to double-check that your figures and photographs have clear lines and show all the features that you want them to have.

Figures and photographs should be in grayscale. Color greatly adds to the cost of printing, so we are trying to keep it to a minimum. Also remember that your report may be photocopied, scanned, or downloaded and printed in black and white. For this reason, you should use symbols or patterns, or make sure that colors print as different shades in black and white. All interval or ratio data (data measuring continuous

phenomena, with each color representing an equal interval) need to be displayed in a graded scale of a single color (Figure 3). This way your figures will be useful even as a photocopy.

If you need help with your graphics or have questions, please contact the TWDB graphics department at (512)936-0129.

2.2.3 Use of Figures, Graphics, and Photographs

Figures, photographs, and tables need to be your own unless you have written permission from the creator, publisher, or copyright holder that allows us to reprint them (we will need a copy of this permission for copyrighted material our records). All figures and photographs must cite the source in the legend, and include whether the material is in the public domain, used under a Creative Commons License (<https://creativecommons.org/licenses/>), or used with permission of the copyright holder. Use caution when using any figures or photographs taken off the Internet or from newspapers or magazines—these sources may be subject to copyright and must be cited properly and/or used by permission.

2.3 Tables

Tables should be created in Microsoft Word (see Table 1). Tables should include a minimal amount of outlining or bold font to emphasize headings, totals, or other important points. Tables should be numbered separately from figures, and captions should appear above the text of the table.

Table 1: A sample table. Note caption above table.

Table text heading*

Table text	1940	1950	1960	1970	1980	1990	2000	%GW
Table text	15	441	340	926	196	522	83	97.4
Table text	64	944	626	173	356	171	516	99.9
Total	79	1385	966	1099	552	693	599	

* A footnote should look like this using 10 point Cambria.

%GW = percent groundwater

Be sure to describe any abbreviations or symbols, and, unlike in this table, be sure to note the units!

3.0 Units

Measurements should be in English units. Metric units may be included in parentheses after the English units.

4.0 Citations and references

It is important to give credit for all external sources referenced in your report. Therefore, be sure to use the appropriate citations and include references in your paper.

4.1 In-text citations

Each piece of information you use in your report that comes from an outside source must be cited within the text using the author's last name and the year of publication. If there are two authors, list the last name of each followed by the year, and if there are more than two authors, list the last name of the first author followed by "and others" and the year. For example: "the end of the Jurassic Period occurred approximately

145.5 million years ago (Gradstein and others, 2004).”

4.2 References

All sources that are cited within the report should be listed at the end of the paper under the heading References. The references should follow the guidelines in “Suggestions to Authors of the Reports of the United States Geological Survey” (Hansen, 1991). These are available online at <https://pubs.usgs.gov/unnumbered/7000088> (a link to the chapter “Preparing references for Survey reports,” p. 234-241, is found at <https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf>). Several examples of complete reference citations are listed at the end of these guidelines. Be sure that any citations that appear in tables or figures are included in the reference list. Also, before submitting the report, please check that all the citations in the report are included in the reference list and all references in the reference list are cited in the report.

5.0 Submitting your report

Before you submit your report, proofread it. Look for spelling and grammatical errors. Also, check to see that you have structured the headings, paragraphs, and sentences in your paper so that it is easy to follow and understand (imagine you are a reader who does not already know the information you are presenting).

6.0 Conclusions

Following the instructions above and providing accurate and readable text, tables, figures, and citations will help to make your report useful to readers. Scientists may read your report, as well as water planners, utility providers, and interested citizens. If your report successfully conveys accurate scientific information and explanations to these readers, we can help to create more informed decisions about the use, development, and management of water in the state.

7.0 Acknowledgments

Be sure to acknowledge the people and entities that assisted you in your study and report. For example:

We would like to thank the Keck Geology Consortium, the American Society of Civil Engineers, and the Texas Bar CLE for providing examples to use in developing these guidelines. In addition, we appreciate Mike Parcher for providing information on how to create publication-quality graphics, Shirley Wade for creating the data used in sample Figure 1, and Ian Jones for providing sample Figure 3.

8.0 References

Gradstein, F.M., J.G. Ogg, and A.G. Smith, eds., 2005, A geologic time scale 2004: Cambridge, Cambridge University Press, 610 p.

Hansen, W.R., ed., 1991, Suggestions to authors of the reports of the United States Geological Survey (7th ed.): Washington, D.C., U.S. Government Printing Office, 289 p.

Tufte, E. R., 1983, The visual display of quantitative information: Cheshire, C.T., Graphics Press, 197 p.

Tufte, E. R., 1990, Envisioning information: Cheshire, C.T., Graphics Press, 126 p.

Tufte, E. R., 1997, Visual explanations: Cheshire, C.T., Graphics Press, 156 p.

9.0 Examples of references

Arroyo, J. A., and Mullican, III, W. F., 2004, Desalination: in Mace, R. E., Angle, E. S., and Mullican, W. F., III, editors, Aquifers of the Edwards Plateau: Texas Water Development Board Report 360, p. 293-302.

Bates, R. L., and Jackson, J. A., 1984, Dictionary of geological terms: Anchor Press/Doubleday, Garden City, New York, 571 p.

Blandford, T. N., Blazer, D. J., Calhoun, K. C., Dutton, A. R., Naing, T., Reedy, R. C., and Scanlon, B. R., 2003, Groundwater availability of the southern Ogallala aquifer in Texas and New Mexico—Numerical simulations through 2050: contract report by Daniel B. Stephens and Associates, Inc., and the Bureau of Economic Geology, The University of Texas at Austin to the Texas Water Development Board, variably paginated.

Fenneman, N. M., 1931, Physiography of Western United States (1st edition): New York, McGraw-Hill, 534 p.

Hubert, M., 1999, Senate Bill 1—The first big bold step toward meeting Texas's future water needs: Texas Tech Law Review, v. 30, no. 1, p. 53-70.

Kunianski, E. L., 1989, Precipitation, streamflow, and baseflow in West-Central Texas, December 1974 through March 1977: U. S. Geological Survey Water-Resources Investigations Report 89-4208, 2 sheets.

Mace, R. E., Chowdhury, A. H., Anaya, R., and Way, S.-C., 2000, A numerical groundwater flow model of the Upper and Middle Trinity aquifer, Hill Country area: Texas Water Development Board Open File Report 00-02, 62 p.

Maclay, R. W., and Land, L. F., 1988, Simulation of flow in the Edwards aquifer, San Antonio Region, Texas, and refinements of storage and flow concepts: U. S. Geological Survey Water-Supply Paper 2336, 48 p.

For more examples of references, see p. 239-241 of "Suggestions to Authors of the Reports of the United States Geological Survey" at <https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf>.

10.0 Examples of figures

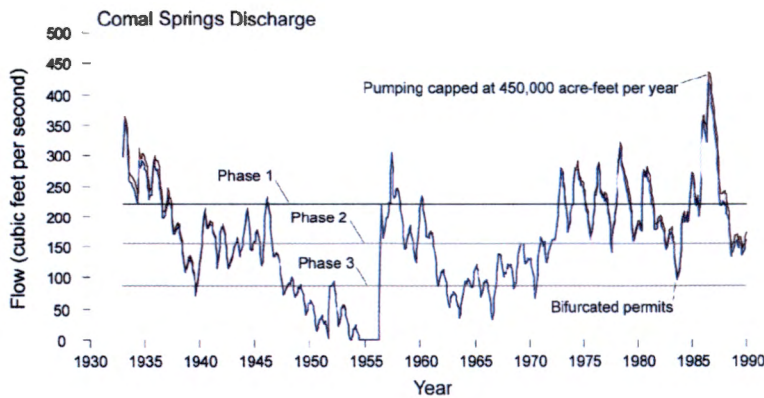


Figure 1. A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.



Figure 2. A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure that text is readable and that any citations listed on the figure or in the figure caption are included in the reference list. Font size should never be less than 6 point.

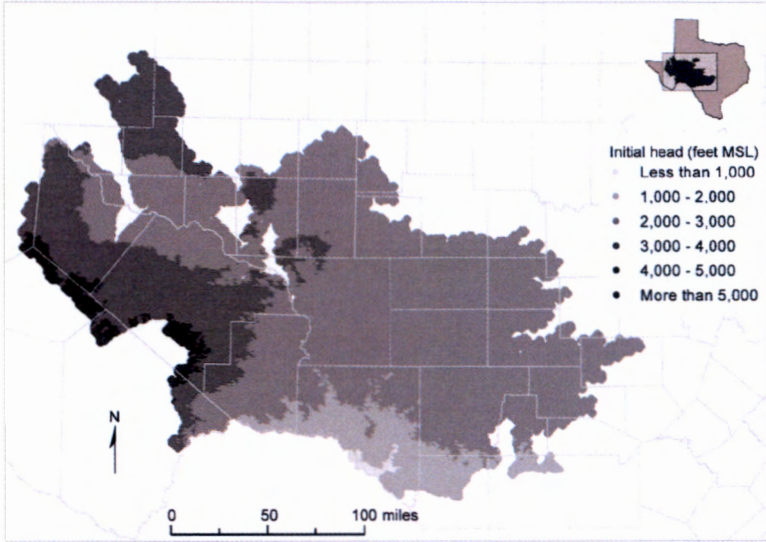


Figure 3. Initial hydraulic heads used in model simulations for layer 1. Note the use of grayscale shading to show differences.

EXHIBIT E

TWDB GUIDELINES FOR A PROGRESS REPORT

Texas Water Development Board Borrowers/Grantees are required by their contracts to provide Progress Reports according to the "Payment Request Schedule".

The progress report should contain the following standard elements:

- **Date:** Date the memo is sent
- **To:** Name and position of the reader
- **From:** Name and position of the writer
- **Subject:** TWDB Contract Number and the period that this report covers (i.e. Progress Report 09/01/18 – 11/30/18)

In-Kind Services: (please include a value and description of any in-kind services provided during the reporting period)

Work Completed: (Explain what work has been done during the reporting period by Scope of Work task. Specify the dates of the reporting period and use active voice verbs to report progress made. Please include any updates on special conditions.)

For Example:

Task 1: Completed 3 draft chapters and all appendices. Met with sub consultants on their chapters.

Task 2: Completed sample collection throughout river reach.

Task 3: No work completed in reporting period.

Problems: (If the reader is likely to be interested in the glitches you have encountered along the way, mention the problems you have encountered and explain how you have solved them. If there are problems you have not yet been able to solve, explain your strategy for solving them and tell the reader when you think you will have them solved.)

EXHIBIT F

ESCROW AGREEMENT

[DELETE IF N/A or if escrow agreement will not be attached]

Commented [RM26]: Applicant working to provide Escrow Agreement before grant agreement execution.