STATE OF TEXAS §
§
COUNTY OF TRAVIS §

TWDB Contract No. 1800012267

INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE TEXAS WATER DEVELOPMENT BOARD
AND
GUADALUPE-BLANCO RIVER AUTHORITY

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Parties identified below pursuant to Tex. Government Code Chapter 791, Interlocal Cooperation Contracts. The purpose of this Contract with the GUADALUPE-BLANCO RIVER AUTHORITY is to undertake a seasonal ecological assessment in the Upper Guadalupe Delta.

SECTION I. CONTRACTING PARTIES

Local Agency: Guadalupe-Blanco River Authority (GBRA)
933 Court Street
Seguin, Texas 78155
(830) 379-5822

State Agency: Texas Water Development Board (TWDB)
1700 North Congress, Agency Code 580
Austin, Texas 78701
(512) 463-7981

SECTION II. STATEMENT OF SERVICES TO BE PERFORMED

The GBRA will perform the Scope of Work as shown in Exhibit A. The TWDB shall reimburse the GBRA pursuant to Section III for work performed. Deliverables will be submitted according to Exhibit D, Procedure for Delivery of Product.

SECTION III. PAYMENT

A. Basis for Computing Reimbursable Costs: The TWDB shall pay the GBRA for work performed under this TWDB Contract upon the submittal of invoice(s) on a quarterly basis which includes sufficient detail to determine work performed and in accordance with the Task and Expense Budget detailed in Exhibit B. All payments will be made in accordance with Exhibit C, Requirements for Payment.

B. TOTAL PAYMENTS. The maximum total amount payable under this Contract shall not exceed seventy-five thousand dollars ($75,000.00). The TWDB shall reimburse the GBRA for ninety percent (90%) of the total of each invoice submittal. Upon GBRA's performance and completion of the project, and acceptance by the TWDB, the TWDB shall pay the retained ten percent (10%) to the GBRA.

SECTION IV. TERM OF CONTRACT

This Contract takes effect on upon execution. This Contract shall terminate on December 31, 2019 unless terminated earlier by written agreement of the parties.

SECTION V. AMENDMENT AND TERMINATION

A. This Contract may be altered or amended by mutual written consent or terminated by the Executive Administrator of the TWDB at any time by written notice to the GBRA. Upon receipt of such termination notice, the GBRA shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this Contract. The GBRA shall submit a statement showing in detail the work performed under this Contract to the date of termination. The TWDB shall then pay the GBRA promptly that proportion of the prescribed fee, which applies to the work actually performed under this Contract, less all payments that have been previously made. Thereupon, copies of all work accomplished under this Contract shall be delivered to the TWDB.

B. The Executive Administrator may issue a Stop Work Order to the GBRA at any time. Upon receipt of such order, the GBRA shall discontinue all work under this Contract and cancel all orders pursuant to this Contract, unless the order directs otherwise. If the Executive Administrator does not issue a Restart Order within 60 days after receipt by the GBRA of the Stop Work Order, the GBRA shall regard this Contract terminated in accordance with the foregoing provisions.

SECTION VI. MISCELLANEOUS PROVISIONS

Force Majeure:
Either Party may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other parties as soon as practicable but not later than three days after the Force Majeure event. Subject to this provision, such nonperformance shall not be deemed a default or a ground for termination.

Immunity
Nothing in this Contract constitutes a waiver of the sovereign or governmental immunity of the Parties.

State Auditor Clause
By executing this Contract, the GBRA and its subcontractor(s) accept the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The GBRA shall comply with and cooperate in any such investigation or audit. The GBRA agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The GBRA also agrees to include a provision in any subcontract related to this Contract that requires the subcontracting parties to comply with and cooperative in any such investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Financial Records
The GBRA and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the Executive Administrator of the TWDB. Accounting by the GBRA and its contracted parties shall be in a manner consistent with generally accepted accounting principles (GAAP).

No Debt Against the State
The GBRA and this Contract shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Contract transcends the biennium in which this Contract is entered into, this Contract is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

Licenses, Permit, and Insurance
For the purpose of this Contract, GBRA will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The GBRA shall obtain all necessary insurance, in the judgment of the GBRA to protect themselves, the GBRA, TWDB, and employees and officials of the TWDB from liability arising out of this Contract. GBRA shall indemnify and hold the TWDB and the State of Texas harmless, to the extent GBRA may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the GBRA, arising out of the activities under this Contract. GBRA shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for GBRA to perform the subject work.

Ownership
The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Contract. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract and developed by the GBRA or its contracted parties pursuant to this Contract shall become the joint property of the GBRA and the TWDB. These materials shall not be copyrighted or patented by the GBRA or by any consultants involved in this Contract unless the Executive Administrator of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the GBRA or its subcontractors will in no way limit the TWDB'S access to or right to request and receive or

distribute data and information obtained or developed pursuant to this Contract. Any material subject to a TWDB copyright and produced by the GBRA or TWDB pursuant to this Contract may be printed by the GBRA or the TWDB at their own cost and distributed by either at their discretion. The GBRA may otherwise utilize such material provided under this Contract as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The GBRA and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Contract.

SECTION VII. CORRESPONDENCE

For the **TWDB**:
Contract Issues:
Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Physical Address:
Stephen F. Austin State Office Building
Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

Payment Request Submission:
Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

For the **GUADALUPE-BLANCO RIVER AUTHORITY:**
Contract Issues:
Mr. Kevin Patteson
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, Texas 78155
Email: kpatteson@gbra.org

Payment Issues:
Mr. Thomas Hill
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, Texas 78155
Email: thill@gbra.org

Physical Address:
933 East Court Street
Seguin, Texas 78155

SECTION VIII. CERTIFICATIONS

The PARTIES hereby certify that,

A. This Contract is authorized by the governing body of each Party pursuant to Tex. Government Code § 791.011(d).

B. The payments required under this Contract shall come from current revenues pursuant to Tex. Government Code § 791.011(d).

C. The services provided herein do not constitute information resources technologies.

The TWDB further certifies that it has the authority to receive the services contracted for pursuant to the authority of Tex. Government Code, § 791.011(d) and the current Appropriations Act.

STATE AGENCY:

TEXAS WATER DEVELOPMENT BOARD

for Jeff Walker
Executive Administrator

Date: 10·16·18

LOCAL AGENCY:

GUADALUPE-BLANCO RIVER AUTHORITY

Kevin Patteson
General Manager

Date: 10/9/18

Approved Legal

Exhibit A
Scope of Work

Seasonal Ecological Assessment in the Upper Guadalupe Delta

Technical Approach

As the Senate Bill 3 (SB3) environmental flows process unfolded in Texas, it became evident that a major data gap in the understanding of the role of freshwater inflow to the bays and estuaries along the Texas Gulf Coast lies in the lack of ecological data at the interface between rivers and bays. This often led to disconnects between riverine and estuarine recommendations. A solid understanding of the faunal communities in Texas estuaries and in the open bay is known through the commercial and recreational fisheries sampling conducted by the Texas Parks and Wildlife Department (TPWD) and others over the years. However, a lacking component has been and continues to be those tidal/delta areas so infrequently sampled but yet so vitally important as nursery habitat in the estuaries.

Changes in freshwater inflow patterns to the estuary and other factors may affect estuarine salinity and marsh inundation patterns which play an important role in determining wetland vegetation community structure, vegetation productivity, and habitat utilization by organisms. As summarized during the Matagorda Bay Health Evaluation (MBHE 2006), there are two major biological data sources for the Texas Gulf coast: the TPWD coastal fisheries database and the National Marine Fisheries Service (NMFS) drop trap sampling data. However, the two databases differ in regard to their ability to define organism density relationships as a function of physical habitat and salinity. The NMFS drop trap data provides an advantage over the TPWD coastal fisheries database because NMFS drop trap sampling was conducted in many different physical habitat types including coastal marshes (edge and interior), submerged aquatic vegetation, oyster reefs and shallow non-vegetated bottom. The TPWD gear types are primarily used to sample open bay bottom and are not used within coastal marsh areas. Therefore, the NMFS drop trap approach was incorporated for all MBHE sampling (MBHE 2007).

As part of the MBHE project, multiple sites were sampled for marsh productivity and habitat utilization within Matagorda Bay and the Colorado River delta in 2006 and 2007. However, since that still represented only a snap shot across two water years, NMFS drop trap data collected over many years from Galveston, Lavaca, and San Antonio bays were also compiled to assess physical habitat suitability criteria for key MBHE designated species. Subsequently, during an extended drought in 2008, additional throw trap data at specific locations were sampled to add to the overall throw trap database (MBHE 2008). Finally, as part of a Senate Bill 3 (SB3) adaptive management study for the Colorado / Lavaca Bay BBASC, additional throw trap sampling was conducted in 2014 in both the Colorado River delta and Lavaca River delta to further assess the MBHE habitat suitability criteria (QEA 2015). Overall, the observations in 2014 were consistent with previous

years' data and supported the importance of marsh edge habitat. In each data set (including 2014) more juvenile finfish and shellfish were collected in marsh edge (defined as low estuarine marsh within 5 m of open water) habitat than in shallow non-vegetated bottom (e.g. open water) areas (QEA 2015).

An additional key ecological component of all rounds of MBHE sampling (2006-2008) was the collection of marsh biomass data to compare back to habitat utilization and freshwater inflow. In each report, end-of-season above-ground biomass measurements were assessed relative to the freshwater inflow during the entire growing season and compared to other years and locations. The results of these three years of seasonal above-ground biomass productivity data indicate that not only were the monotypic low estuarine marsh communities more productive during a high inflow year for the Colorado River, with corresponding low salinities at the sampling sites (2007), but that the mixed high estuarine marsh communities were more productive as well.

The proposed seasonal field sampling effort will build upon the existing literature for adjacent Texas bays as briefly summarized above and provide baseline data on habitat as well as habitat utilization by aquatic organisms within the Guadalupe Delta project area. A reconnaissance investigation and three seasonal sampling events will occur in spring, summer, and fall to cover nearly the length of the vegetation growing season along the Texas coast and encompass a time period when aquatic organisms inhabit these nursery areas. The geographic study area of this project includes the upper Guadalupe Delta region extending from approximately the existing salt water barrier into the upper portion of San Antonio Bay.

Following the Guadalupe-Blanco River Authority's (GBRA's) issuance of a Request for Qualifications and subsequent evaluation ranking of each submittal, BIO-WEST, Inc. was selected to assist GBRA with establishing a seasonal ecological assessment program in the upper Guadalupe Delta. Funding for this project will be executed via a Texas Water Development Board (TWDB) grant to address a priority research need identified in the SB3 Guadalupe, San Antonio, Mission, and Aransas Rivers and Mission, Copano, Aransas, and San Antonio Bays Basin and Bay Area work plan. Field work conducted as part of this seasonal ecological assessment will assist in establishing a baseline condition of wetland plant productivity and an understanding of how aquatic organisms, such as fish and shellfish, use this habitat within the upper Guadalupe Delta. It is anticipated that following the successful completion of this contract, the results will provide stakeholders and the Texas Commission on Environmental Quality (TCEQ) with valuable baseline ecological data for consideration upon future review of freshwater inflow standards for San Antonio Bay.

Objectives

The key objectives of this seasonal field study are to:

- Initiate establishment of baseline conditions of marsh productivity for the upper Guadalupe Delta region.
- Evaluate the role of salinity and inundation relative to marsh vegetation community dynamics within the project area.

- Quantify aquatic organism species abundance and community composition within shallow habitats in the study area in relation to physical habitat and salinity.

This field effort is focused on the wetland plant community and on aquatic organisms (not including the American oyster) within shallow non-vegetated bottom (SNB) and marsh edge (ME) habitats. Aquatic organisms expected to be sampled include juvenile shellfish and finfish.

Methodology

This project prioritizes baseline data collection focusing on marsh productivity (habitat and utilization). This scope of work is divided into two tasks: (1) field data collection and sample processing, and (2) data analysis and documentation.

Task 1 – Reconnaissance and Field Data Collection

Upon contract award, a reconnaissance investigation of the upper Guadalupe Delta region will be conducted in coordination with GBRA to establish study sites for subsequent seasonal sampling. It is anticipated that up to three study locations (upper, mid, lower) will be selected ranging longitudinally along the upper delta starting near the saltwater barrier and extending towards San Antonio Bay. Exact locations will be determined during the reconnaissance field trip.

Wetland Plant Productivity

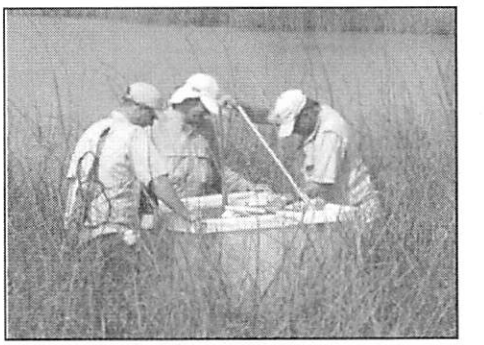
Once sites are established, two seasonal wetland plant productivity sampling trips (Spring and Fall to bracket the growing season) will be conducted at each established location. To perform this, one transect per location (upper, mid, lower) will be established ranging from the marsh edge through low estuarine marsh (LEM) and high estuarine marsh (HEM). Each transect per location will be selected to be representative of the variability in salinity, elevation and vegetation types typically found at each of the locations. Wetland vegetation community structure will be quantified along each transect within vegetated habitats in close proximity to the throw-trap sampling stations (discussed below). During each event, one 1 m^2 vegetation-monitoring plot will be randomly assigned in LEM and HEM along each transect and sampled for plant species dominance, plant community composition, stem density and recruitment, utilizing stem count methods. This monitoring plot will remain constant over the study period and photo-documented during each sampling period.

In addition, triplicate vegetation plots (1 m^2) will be randomly selected in the LEM to HEM plant communities along each transect during the spring and fall survey. This results in six individual vegetation plots (3 HEM, 3 LEM) per Spring and Fall per transect, resulting in a total of twelve vegetation plots per transect over the study period. The randomized triplicate design per trip, per transect will allow a statistical comparison of variability within and between sampling periods. Species within each plot will be identified and the density of the top three dominant species will be estimated. Standing plant biomass within each plot will be clipped at ground level, placed into a bag and shaken to homogenize the sample. Total wet weight will be measured on a hanging field scale. For the first sampling event, one-half weight of the sample will be placed in bags returned and oven-dried at 60°C

to constant weight. The remaining one-half weight of the homogenized sample will be placed into galvanized mesh bags and staked into place within the plot area and left to decompose. This material will be collected at the second sampling event, placed into bags and returned to be dried and weighed. Standing crop sampling will be repeated at the second sampling event following the same methods detailed above but with only one-half of the homogenized harvested standing crop returned to be dried and weighed. These components will identify changes in the standing crop of marsh communities within the project area over the period of one growing season and assess the quantity and timeframe plant biomass is made available to delta aquatic organisms.

Sampling within the wetland complexes for wetland vegetation community structure and plant primary productivity will involve the use of an access vehicle (shallow-draft boat, airboat or truck), equipment for vegetation plot sampling and monitoring, and two to four personnel. The vegetation sampling would coincide with the throw-drop trap sampling in the fall to maximize efficiency.

Throw-Trap Sampling



Two biological sampling events (summer and fall) will be conducted within two identified habitats (Shallow non-vegetation bottom [SNB] and Marsh Edge [ME]) along the established marsh transects within the selected study locations. A throw-trap is a type of sampling device originally used by the National Marine Fisheries Service to sample aquatic organisms along the Gulf Coast. The throw-trap sampling technique is effective for sampling small fishes and large macroinvertebrates such as the crab, shrimp and juvenile fish species. To be consistent with other recent efforts in Texas bays, the throw-drop trap used in this study will enclose a 1 m^2 area and be approximately 1.5m in height (picture to the right). A large dip net will be used within the throw-drop trap for the collection of organisms. The dip net will be swept along the length of the estuarine substrate a minimum of 10 times to ensure a nearly complete enumeration of all fish and macroinvertebrates caught within the trap. If organisms are collected in the 10th sweep, additional sweeps will be conducted until 3 successive empty sweeps are made. Using this procedure, key species will be collected, then counted and measured either in the field or upon return to the laboratory. Throw-trap sampling involves the use of a shallow-draft boat or airboat, throw-trap sampler, dip net and three to four scientists.

Throw-trap sampling will include three-replicate 1 m^2 samples in SNB and ME habitats at each established transect in the study area. Information on wetland vegetation cover present in the throw-trap samples will be collected within ME habitats. Sampling events will be conducted in late Summer (July/August) and Fall (late September/October) to capture periods when several of the key recreational and commercial species reside in San Antonio Bay. The sampling design will include equal sample numbers from each of the two identified habitat types and will occur (to the degree practicable) during high-tide to allow access by aquatic organisms to all habitats during the period of sampling. This sampling

method is limited to areas that are shallow enough to completely enclose using the throw-trap sampler (no more than 1.5m deep) and those areas that are inundated so as to be accessible to aquatic organisms. During throw-trap sampling, vegetation measurements and conventional physico-chemical parameters will be taken. The measurements taken within the enclosure and in the adjacent 1-meter area surrounding the trap will include water depth, substrate, identification of dominant vegetation type and percentage coverage. The physico-chemical parameters will include water temperature, salinity, pH, dissolved oxygen, and observations of local conditions taken at the surface and near the bottom at all sites.

Assuming three study locations, each with three transects, the total study effort would produce 108 throw-trap samples after two sampling periods (54 from SNB and 54 from ME). By nature, tidal wetland systems are periodically inundated and the tidal range in San Antonio Bay is approximately 1 to 2 feet. Sampling events will be conducted during daylight hours and designed to occur during local high-tide on each day of the sampling event in order to sample habitats while they are equally available to all organisms (in terms of water depth) and to maintain consistency between sampling events.

Deliverables: 1) Raw data in electronic format
2) Digital photographs of field sampling activities

Task 2 – Data reduction, Analysis, and Documentation

The baseline data, methods, and results of this study will be documented in a final data report. It is anticipated that the report will be data oriented as this study represents some of the first data of this type to be collected in these areas. Data reduction and characterization will include baseline descriptive statistics of wetland plant communities and biomass (Nursery habitat) and aquatic organism life stages, community composition, and habitat utilization in areas of the delta with limited to no sampling over the years. It needs to be noted that with only one year of data, it will not be possible to conduct detailed statistical analysis of freshwater inflow to ecological responses in a holistic manner. The primary focus of this baseline data is to start the process of filling data gaps and acquiring data for the evaluation of freshwater inflow standards into the future.

Deliverables: 1) QA/QC data presented in electronic format (spreadsheets)
2) GIS dataset of sampling locations and vegetation transects
3) Monthly Progress Reports
4) Draft and Final report
5) Final Presentation

PROJECT MANAGEMENT:

Project management, contracting, task coordination, communication, and schedule are included in this category.

Project reporting: Electronic reporting of project progress and invoicing will be submitted on a monthly basis.

Communication: The project team anticipates frequent communication via phone or email with GBRA and TWDB. Additionally, one project meeting / presentation of data findings with TWDB, GBRA, and the GSA-BBASC is included under project management. The anticipated meeting date is early summer 2019.

Schedule:

Field Work: The project will start immediately upon contract execution. A reconnaissance field effort will be conducted in 2018 following contract approval and formal notice to proceed. Three sampling events are scheduled to occur within the project area over the vegetative growing season (spring, summer, fall). As noted above, the throw-trap sampling will be conducted during optimal (or maximum) high-tide events when the maximum area of the sampling sites are inundated, allowing access to organisms and the measurement of water quality and depth across sample transects. Vegetation plots may be sampled at any time during the tidal cycle, though low-tide periods may allow for less problematic sampling procedures. Recommended sampling periods that encompass optimal high-tide events will be designated from NOAA predicted tidal charts. However, the current conditions and the short-term tidal predictions for the sampling region will be monitored on the TWDB website from 2 to 14 days prior to each sampling effort. This will enable the project team to determine if conditions will be appropriate and if any adjustment in the sampling schedule is warranted.

Report: Upon completion of the final sampling event, the project team will prepare and submit a draft report to TWDB. The draft report is due to TWDB no later than 60 days before the contract expiration date. Upon receipt of the draft report, TWDB will have 30 days for review and my send the report out for external review. The final report is due to TWDB within 30 days of receiving review comments from the TWDB.

References

MBHE. 2006. *Progress Report. MBHE Habitat Assessment.* Prepared for Lower Colorado River Authority and San Antonio Water System. December 2006.

MBHE 2007. *Habitat Assessment.* Final Report. Prepared for Lower Colorado River Authority and San Antonio Water System. June 2007.

MBHE 2008. *High Salinity Period Sampling (2008).* Prepared for Lower Colorado River Authority and San Antonio Water System. December 2008.

QEA 2015. *Studies to Evaluate Achievement of Freshwater Inflow Standards and Ecological Response.* Final Report to Texas Water Development Board. Prepared by Anchor QEA project team. August 2015.

Exhibit B
TASK AND EXPENSE BUDGET

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Field Data Collection	$62,500.00
2	Data Analysis and Reporting	12,500.00
Total		**$75,000.00**

CATEGORY	AMOUNT
Salaries & Wages[1]	$0.00
Fringe[2]	0.00
Other Expenses[3]	0.00
Travel[4]	0.00
Subcontract Services	$75,000.00
Overhead[4]	0.00
Profit	0.00
TOTAL	**$75,000.00**

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, 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] Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this Contract.
[4] 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
[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 C

Requirements for Payment

1. GBRA shall submit payment requests and documentation for reimbursement according to SECTION III and in accordance with the approved task and expense budgets contained in Exhibit B to this Contract. GBRA has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total authorized amount by this Contract for the task or category. Larger deviations shall require approval by Executive Administrator or designee which will be documented through an Approved Budget Memorandum to the TWDB contract file. GBRA will be required to provide written explanation for the overage and reallocation of the task and expense amount.

   For all reimbursement requests including any subcontractor's expenses, the Executive Administrator must have determined that any associated Interlocal Agreements or subcontract agreements with GBRA are consistent with the terms of this contract. GBRA is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.

   GBRA shall submit a signed and completed payment request using the current spreadsheet located at: :
   http://www.twdb.texas.gov/about/contract_admin/index.asp or you can contact Contracts@twdb.texas.gov for a personalized payment request spreadsheet and along with a progress report as described in Article II, Item 3.
   In addition, the following documentation which documents the TOTAL STUDY COSTS for the reporting period even if the TOTAL STUDY COSTS are zero for reimbursement by the TWDB to GBRA for the TWDB's SHARE OF THE TOTAL STUDY COSTS shall be submitted by GBRA to the EXECUTIVE ADMINISTRATOR for reimbursement billing:

   A. A completed "Current Reimbursement Worksheet" Payment Request Checklist tab, or an invoice which includes the following information:
      (1) TWDB Contract Number;
      (2) Billing period; beginning (date) to ending (date);
      (3) Total Expenses for this period;
      (4) Total In-kind services, if applicable;
      (5) Less Local Share of the total study costs for the billing period, if applicable;
      (6) Total TWDB's share of the total study costs for the billing period;
      (7) Total costs to be reimbursed by the TWDB for the billing period; and
      (8) Certification, signed by GBRA authorized representative, that the expenses submitted for the billing period are a true and correct

representation of amounts paid for work performed directly related to this CONTRACT.

B. Using the "Current Reimbursement" Worksheet, post all expenses for the period on the Invoice Ledger tab and Task Ledger tab for direct expenses incurred by GBRA.
   (1) Salaries and Wages, Fringe, Overhead, and Profit.
   (2) Other Expenses: Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable).
   (3) Travel Expenses: Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superceded. 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.

C. Using the "Current Reimbursement" Worksheet, post all expenses for the period on the Invoice Ledger tab and Task Ledger tab for direct expenses incurred by all subcontractors.
   (1) Salaries and Wages, Fringe, Overhead, and Profit.
   (2) Other Expenses: Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable).
   (3) Travel Expenses: Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2015, Article IX, Part 5, as amended or superceded. 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.

D. The GBRA will submit a brief progress report with submittal of payments according to Exhibit D, Requirements for Payment. Progress reports shall be in written form and shall include a brief statement of the overall progress made since the last status report; a brief description of any problems that have been encountered during the previous reporting period that will affect the study, delay the timely completion of any portion of this Contract, inhibit the completion of or cause a change in any of the study's products or objectives; and a description of any action the GBRA plans to take to correct any problems that have been encountered.

2. Incomplete requests will be returned to the GBRA if deficiencies are not resolved within five (5) business days.

3. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the Contract, the GBRA will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.

4. GBRA is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this Contract.

Exhibit D

Draft and Final Report Requirements

1. GBRA will complete the Scope of Work and will deliver four (4) double-sided copies of a draft final report to the TWDB no later than the ninety (60) days prior to the expiration date of this Contract. The draft final report will include the scope of work; a description of the research performed; the methodology and materials used; any diagrams or graphics used to explain the procedures related to the study; any data collected; an electronic copy of any computer programs, maps, or models along with an operations manual and any sample data set(s) developed under the terms of this CONTRACT; analysis of the research results; conclusions and recommendations; a list of references, a Table of Contents, List of Figures, List of Tables, an Executive Summary, and any other pertinent information. After a 30-day review period, the TWDB will return review comments to GBRA.

2. GBRA will consider incorporating comments from the TWDB and other commentors on the draft final report into a final report. GBRA will include a copy of the TWDB's comments in the final report. GBRA will submit one (1) electronic copy of the entire Final Report in Portable Document Format (PDF) and four (4) bound double-sided copies of the final report to the TWDB no later than the expiration date of the Contract. GBRA will also 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 Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the final report will comply with the requirements and standards specified in statute. After a 30-day review period, the TWDB will either accept or reject the final report. If the final report is rejected, the rejection letter sent to the GBRA shall state the reasons for rejection and the steps the GBRA plans to take to have the final report accepted.

3. GBRA will submit a brief progress report with submittal of payments according to Exhibit C, Reimbursement Requirements. Progress reports shall be in written form and shall include a brief statement of the overall progress made since the last status report; a brief description of any problems that have been encountered during the previous reporting period that will affect the study, delay the timely completion of any portion of this Contract, inhibit the completion of or cause a change in any of the study's products or objectives; and a description of any action GBRA plans to take to correct any problems that have been encountered.