

STATE OF TEXAS

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CONTRACT ADMINISTRATION

TWDB Contract No. 1900012305

2019 JAN 01 PM 3: 34

COUNTY OF TRAVIS §

INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE TEXAS WATER DEVELOPMENT BOARD
AND
LOWER COLORADO 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.

WHEREAS, the Lower Colorado River Authority (CONTRACTOR) has an interest in investigating surface water-groundwater interactions along the lower Colorado River;

NOW THEREFORE, the CONTRACTOR will investigate surface water-groundwater interactions along the lower Colorado River as described in the scope of work (Exhibit A).

SECTION I. CONTRACTING PARTIES

Local Agency: Lower Colorado River Authority (CONTRACTOR)
3700 Lake Austin Blvd.
Austin, TX 78703
(512) 578-3200

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 CONTRACTOR will perform the Scope of Work as shown in Exhibit A. The TWDB shall reimburse the CONTRACTOR pursuant to Section III for work performed. Deliverables will be submitted according to Exhibit D, Draft and Final Report Requirements.

SECTION III. PAYMENT

- A. **Basis for Computing Reimbursable Costs:** The TWDB shall pay the CONTRACTOR 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).

SECTION IV. TERM OF CONTRACT

This Contract takes effect on November 30, 2018 or upon execution. This Contract shall terminate on August 31, 2020 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 CONTRACTOR. Upon receipt of such termination notice, the CONTRACTOR 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 CONTRACTOR shall submit a statement showing in detail the work performed under this Contract to the date of termination. The TWDB shall then pay the CONTRACTOR 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 CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR 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 CONTRACTOR of the Stop Work Order, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles (GAAP).

No Debt Against the State

The CONTRACTOR 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, the CONTRACTOR will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this Contract. The CONTRACTOR shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the CONTRACTOR 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 CONTRACTOR, arising out of the activities under this Contract.

The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR 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 CONTRACTOR or its contracted parties pursuant to this Contract shall become the joint property of the CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or TWDB pursuant to this Contract may be printed by the CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The CONTRACTOR 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 CONTRACTOR 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

Payment Request Submission:

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

Physical Address:

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

For the CONTRACTOR:

Contract Issues:

Rebecca Batchelder, P.E.
Lower Colorado River Authority
3700 Lake Austin Blvd.
Austin, TX 78703
Rebecca.Batchelder@LCRA.ORG

Payment Issues:

Rebecca Batchelder, P.E. Lower
Colorado River Authority
3700 Lake Austin Blvd.
Austin, TX 78703
Rebecca.Batchelder@LCRA.ORG

Physical Address:

3700 Lake Austin Blvd.
Austin, TX 78703

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



Jeff Walker
Executive Administrator

Date: 2-12-19

LOCAL AGENCY:

LOWER COLORADO RIVER AUTHORITY



Monica Masters, P.E.
Vice President of Water Resources

Date: 02/23/19



Exhibit A Scope of Work

Investigate Surface Water-Groundwater Interaction along the Lower Colorado River

Overview

This project initiates an effort to investigate surface water-groundwater interactions along the lower Colorado River (from Travis to Matagorda counties). An adequate understanding of these interactions has been identified as a requirement for improved management of environmental flows in the Colorado River and groundwater resources in the area (Young *et al.* 2017). This project will collect necessary data from collocated groundwater wells and surface water probes at one study site located as shown in Figure 1. The lat-long coordinates of the site are 30° 9'10.80"N 97°20'45.32"W.

While it is understood that data collected from multiple sites along the river would be required to adequately characterize surface water-groundwater interactions along the lower Colorado River, this project begins the process of collecting such data. Successful completion of this project will demonstrate the value of continued monitoring at this site and expansion of monitoring to additional sites along the river. This project represents a necessary next step in a larger process required to provide a better understanding of surface water-groundwater interactions along the lower Colorado River.

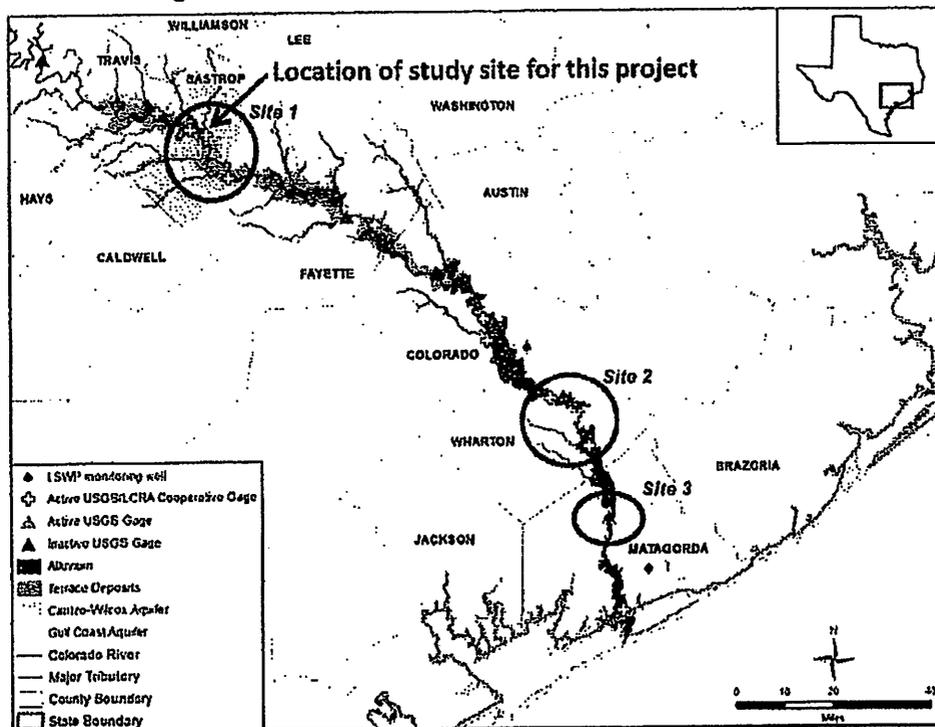


Figure 1. Location of study site for this project in relation to three study sites proposed by Young *et al.* (2017) (modified from Figure 7-3 of Young *et al.* 2017).

Project Description

Tasks completed as part of this project will include:

Grading and site preparation

- 1) Remove up to 4 trees (15 to 20-inch diameter) from the bank (will be sawed to ground level) to allow for a monitoring well to be installed adjacent to the river embankment. Tree trunks will be cut and stacked and limbs mulched at the site.
- 2) Grade and create flex base road approximately 75' long and 15' wide from the existing dirt road towards the river.
- 3) Survey topography and create base map.

Installation of groundwater probes

- 1) Install three, 2-inch monitoring PVC wells from the existing road along the newly built flex base road toward the river. Estimated depth to groundwater at the highest point is around 30 feet and the wells would be completed 20 to 50 feet below the water table. Well screen will be about 20 feet.
- 2) Survey the ground, top-of-casing of each well, and a point along the river embankment.
- 3) Install probes capable of monitoring temperature, electrical conductivity, and water levels in each of the three monitoring wells. Barometric pressure will also be measured.
- 4) Install cellular telemetry to transmit data.

Installation of surface water probes

- 1) Install two drive points into the channel bottom. Both drive points will be screened 1 foot above the channel bottom. The screened interval will be 3 feet long.
- 2) Install probe for temperature, pressure, and water quality in each drive point.

Data collection and reporting

- 1) Prepare a Health and Safety Plan.
- 2) Prepare a Sample Analysis Plan.
- 3) Collect data.
- 4) Prepare summary report.

Deliverables

A final report documenting methods and summarizing data collected will be submitted to the Texas Water Development Board, along with any data collected as part of this project. The final report and data will be made available to the public via the Texas Water Development Board website.

References

Young, S., Jones, T., and Jigmond, M., 2017, Field studies and updates to the Central Carrizo-Wilcox, Queen City, and Sparta GAM to improve the quantification of surface water-groundwater interaction in the Colorado River Basin: prepared for the Texas Water Development Board, accessed Oct. 10, 2018, at [http://www.twdb.texas.gov/groundwater/models/gam/czwx_c/Final BBASC 083117.pdf?d=1539188051814](http://www.twdb.texas.gov/groundwater/models/gam/czwx_c/Final_BBASC_083117.pdf?d=1539188051814)

Exhibit B
TASK AND EXPENSE BUDGET

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
TASK 1	Grading and site preparation	\$18,000.00
TASK 2	Installation of groundwater probes	30,000.00
TASK 3	Installation of surface water probes	15,000.00
TASK 4	Data collection and reporting	12,000.00
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. The CONTRACTOR 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. The CONTRACTOR 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. The CONTRACTOR 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 the CONTRACTOR are consistent with the terms of this contract. The CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.

The CONTRACTOR 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 CONTRACTOR may contact Contracts@twdb.texas.gov for a personalized payment request spreadsheet) along with a progress report as described in Section III, Item A. 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 the CONTRACTOR for the TWDB's SHARE OF THE TOTAL STUDY COSTS shall be submitted by the CONTRACTOR 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 the CONTRACTOR 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 the CONTRACTOR.
- (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.
- 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.
- E. The CONTRACTOR 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 CONTRACTOR plans to take to correct any problems that have been encountered.
2. Incomplete requests will be returned to the CONTRACTOR 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 CONTRACTOR will be required to resubmit

the Payment Request Checklist dated after the execution of the amendment.

4. The CONTRACTOR 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. The Contractor 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 (90) 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 45-day review period, the TWDB will return review comments to the Contractor.
2. The Contractor will consider incorporating comments from the TWDB and other commentors on the draft final report into a final report. The Contractor will include a copy of the TWDB's comments in the final report. The Contractor 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. The Contractor 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 Contractor shall state the reasons for rejection and the steps the Contractor plans to take to have the final report accepted.
3. The Contractor 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 the Contractor plans to take to correct any problems that have been encountered.