

STATE OF TEXAS

TWDB Contract No. XXXXXXXXXXXX

COUNTY OF TRAVIS

Research and Planning Fund
Flood Protection Planning

CONTRACTOR

THIS Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the CONTRACTOR (hereinafter "CONTRACTOR"), 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 shall have the meaning ascribed therewith:

1. TWDB - The Texas Water Development Board, or its designated representative
2. CONTRACTOR – **(CONTRACTOR)**
3. EXECUTIVE ADMINISTRATOR - The Executive Administrator of the TWDB or a designated representative
4. PARTICIPANT(S) – **LIST PARTICIPANTS**
5. REQUIRED INTERLOCAL AGREEMENT(S) – **N/A**
6. TWDB APPROVAL DATE – **BOARD DATE**
7. PLANNING AREA – **ENTER DESCRIPTION INCLUDED IN APPLICATION** The project area is more specifically defined in Exhibit A (the original grant application).
8. DEADLINE FOR CONTRACT EXECUTION – **FROM BOARD ITEM**
9. CONTRACT INITIATION DATE – **SAME AS BOARD DATE**
10. STUDY COMPLETION DATE – **MONTH, DAY, YEAR**
11. EXPIRATION DATE – **MONTH, DAY, YEAR, USUALLY 150 days following the STUDY COMPLETION DATE**

12. TOTAL STUDY COSTS – BOARD AND LOCAL SHARE
13. TWDB SHARE OF THE TOTAL STUDY COSTS- the lesser of \$ _____ or _____ percent of the total study costs.
14. LOCAL SHARE OF THE TOTAL STUDY COSTS - \$ _____ in cash and/or in-kind contributions or _____ percent of the total study costs.
15. PAYMENT REQUEST SCHEDULE – Monthly or Quarterly
16. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – list specifics here

SAMPLE ONLY

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, the CONTRACTOR applied to the TWDB, Austin, Texas for a planning grant to develop a flood protection plan;

Whereas, the CONTRACTOR and PARTICIPANT will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL STUDY COSTS of this planning project;

Whereas, the CONTRACTOR is the entity who will act as administrator of the TWDB's planning grant and will be responsible for the execution of this CONTRACT;

Whereas, on the TWDB APPROVAL DATE, the Texas Water Development Board approved the CONTRACTOR's application for financial assistance;

Now, therefore, the TWDB and the CONTRACTOR, agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. The TWDB enters into this CONTRACT pursuant to Water Code §15.405, Subchapter A; **EXHIBIT A**, ORIGINAL GRANT APPLICATION; **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, and **EXHIBIT E**, TWDB GUIDELINES FOR A PROGRESS REPORT which are incorporated herein and made a permanent part of this CONTRACT; and this CONTRACT.

2. The CONTRACTOR will prepare a flood protection plan for the PLANNING AREA, as delineated and described in **EXHIBIT A**, according to the Scope of Work contained in **EXHIBIT B**.

3. The CONTRACTOR shall establish formal, direct, and continuous liaisons with all cities, counties, councils of governments, river authorities, and all applicable state agencies, districts, federal agencies, including the appropriate project directors of the U.S. Army Corps of Engineers, and other governmental entities having flood protection responsibility within the PLANNING AREA, and community leaders in the PLANNING AREA for the purpose of coordinating the scope of work and flood protection plan with all existing studies, plans, or activities for the purpose of providing information and obtaining available data for the development of the flood protection plan. The planning will be coordinated with the Federal Emergency Management Agency (FEMA) National Flood Insurance Program and all relevant flooding and drainage protection studies and activities, which will also be reviewed as information for the development of this flood protection plan. It will also be the responsibility of the CONTRACTOR to solicit comments from the general public as to the content of this flood protection planning

project.

4. The CONTRACTOR will coordinate the flood protection plan with the existing plans and policies of the entities listed above, the Texas Commission on Environmental Quality (TCEQ), and any other affected entities.
5. The CONTRACTOR will hold public meetings with the PARTICIPANTS, consultants, local entities, the TWDB, and any interested parties, to describe the planning study and to solicit input and comments from the affected public. The public meetings shall be conducted in accordance with the Texas Open Meeting Act and held as determined by the CONTRACTOR and TWDB; but at a minimum, at the commencement of the study, near the mid-point of the study, and upon completion of the draft final report. Input and comments received from the public shall be considered for incorporation into the final report.

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

1. The CONTRACTOR has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and the CONTRACTOR's ability to provide the LOCAL SHARE OF THE TOTAL STUDY COSTS, if applicable, to the EXECUTIVE ADMINISTRATOR for approval or the TWDB's SHARE OF THE TOTAL STUDY COSTS will be rescinded.
2. The term of this CONTRACT shall begin and the CONTRACTOR shall begin performing its obligations hereunder on the CONTRACT INITIATION DATE and shall expire on the EXPIRATION DATE. Delivery of an acceptable final report prior to the EXPIRATION DATE shall constitute completion of the terms of this CONTRACT.
3. A progress report, including results to date, will be provided to the EXECUTIVE ADMINISTRATOR according to the PAYMENT REQUEST SCHEDULE throughout the project. Special interim reports on special topics and/or results will be provided as appropriate. Instructions for the progress report are shown in **EXHIBIT E**, TWDB GUIDELINES FOR A PROGRESS REPORT.
4. The CONTRACTOR will complete the SCOPE OF WORK (**EXHIBIT B**) and will deliver four (4) double-sided copies of a draft final report, two (2) electronic copies of the entire draft final report (one in Portable Document Format (PDF) and one in Microsoft Word format) to the EXECUTIVE ADMINISTRATOR no later than the STUDY COMPLETION DATE. 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. All final reports should be prepared according to **EXHIBIT D, GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD**. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to the CONTRACTOR.

5. The CONTRACTOR will consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commentors on the draft final report into a final report. The CONTRACTOR will include a copy of the EXECUTIVE ADMINISTRATOR'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 seven (7) bound double-sided copies of the final report to the EXECUTIVE ADMINISTRATOR no later than one hundred and twenty (120) days after the STUDY COMPLETION DATE. The CONTRACTOR will 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 will 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 the CONTRACTOR shall state the reasons for rejection and the steps the CONTRACTOR need to take to have the final report accepted and the retainage released. An extension of the CONTRACT will be prepared if necessary to allow time for the CONTRACTOR to resubmit the FINAL REPORT.
6. The EXECUTIVE ADMINISTRATOR can extend the STUDY COMPLETION DATE and the EXPIRATION DATE upon written approval. The CONTRACTOR should notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that the CONTRACTOR is requesting an extension to the respective dates.

ARTICLE IV COMPENSATION, REIMBURSEMENT AND REPAYMENT

1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the TWDB's SHARE OF THE TOTAL STUDY COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL STUDY COSTS. The TWDB shall reimburse the CONTRACTOR for ninety percent (90%) of the TWDB's share of each invoice pending the CONTRACTOR's performance, completion of a Final Report, and written acceptance of said Final Report

by the EXECUTIVE ADMINISTRATOR, at which time the TWDB shall pay the retained ten percent (10%) to the CONTRACTOR.

2. The CONTRACTOR shall submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in **EXHIBIT C** of 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 amount for the task or category as authorized by this CONTRACT. Larger deviations shall require approval by the 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 amounts.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that the REQUIRED INTERLOCAL AGREEMENT(S) and contracts or agreements between the CONTRACTOR and the subcontractors 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.

3. The CONTRACTOR and its subcontractors 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. Accounting by the CONTRACTOR and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
4. By executing this CONTRACT, the CONTRACTOR accepts 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 subcontracts related to this contract that requires the subcontractors to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontracts.
5. The CONTRACTOR shall provide to the EXECUTIVE ADMINISTRATOR written documentation of the TOTAL STUDY COSTS for the reporting period for reimbursement by the TWDB to the CONTRACTOR for the TWDB's SHARE OF THE TOTAL STUDY COSTS (Written documentation shall be submitted even if the TOTAL STUDY COSTS for the period is ZERO). The CONTRACTOR shall submit the following:

- a. Completed and Signed Payment Request Checklist which includes the following:
 - i. TWDB CONTRACT Number;
 - ii. Billing period; beginning (date) to ending (date);
 - iii. Total Expenses for this period;
 - iv. Total In-kind services;
 - v. Less Local Share of the total study costs for the billing period;
 - vi. Total TWDB's share of the total study costs for the billing period;
 - vii. Amount of retainage to be withheld for the billing period;
 - viii. Total costs to be reimbursed by the TWDB for the billing period; and
 - ix. Certification, signed by the CONTRACTOR's 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. For direct expenses incurred by the CONTRACTOR other than subcontracted work:
 - i. A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses; and
 - ii. Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)
 - c. For direct expenses incurred by the CONTRACTOR for subcontracted work:
 - i. Copies of invoices from the subcontractors to the CONTRACTOR and proof of payment;
 - ii. A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses; and
 - iii. Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable)
 - d. For travel expenses for the CONTRACTOR and/or subcontractors –
 - i. 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, 2013, Article IX, Part 5, as amended or superceded. Receipts required for lodging;
 - ii. Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
 - iii. All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
 - e. A progress report as described in **Article III, Paragraph 3.**
6. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within ten (10) business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by the CONTRACTOR with the required documentation to be reconsidered for reimbursement.

7. 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.
8. The CONTRACTOR 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.
9. The CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 120 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in the release of the retained funds to the CONTRACTOR and a lapse and closure of any other remaining funding under this CONTRACT.

**ARTICLE V INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION,
 AND ACKNOWLEDGEMENT**

1. “For purposes of this Article, “CONTRACTOR Works” are work products developed by the CONTRACTOR and 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, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
 - a. It is agreed that all CONTRACTOR Works shall be the joint property of the TWDB and the CONTRACTOR.
 - b. The parties hereby agree that, if recognized as such by applicable law, the CONTRACTOR Works are intended to and shall be works-made-for-hire with joint ownership between the TWDB and the CONTRACTOR as such works are created in whole or part.
 - c. If the CONTRACTOR Works do not qualify as works-made-for-hire under applicable law, the CONTRACTOR hereby conveys co-ownership of such works to the TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, the CONTRACTOR agree to convey a co-ownership interest of the CONTRACTOR Works to the TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by the TWDB.
 - d. The TWDB and the CONTRACTOR acknowledge that the copyright in and to a copyrightable CONTRACTOR Works subsists upon creation of the CONTRACTOR Works and its fixing in any tangible medium. The CONTRACTOR or the TWDB may register the copyrights to such Works jointly in the names of the CONTRACTOR and the TWDB.
 - e. The TWDB and the CONTRACTOR each shall have full and unrestricted rights to use a CONTRACTOR Works with No Compensation Obligation.

2. For purposes of this Article, “Subcontractor Works” include all work product developed in whole or part by or on behalf of subcontractors engaged by the CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the subcontractor’s subcontractors hereunder, and so on). The CONTRACTOR shall secure in writing from any subcontractor so engaged:
 - a. Unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of the TWDB and, if desired, of the CONTRACTOR to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either
 - b. Assignment by the subcontractors to the TWDB and, if desired by them, jointly to the CONTRACTOR of ownership (or joint ownership with the subcontractors) of all Subcontractor Works, with No Compensation Obligation; or
 - c. Subcontractors must grant a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to the TWDB and, if desired by them, the CONTRACTOR may use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
3. “Use” of a work product, whether a CONTRACTOR Works, a Subcontractor Works or otherwise, shall mean and include, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
4. “No Compensation Obligation” shall mean there is no obligation on the part of one co-owner or licensee of a work, whether a CONTRACTOR Works, a Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
5. “Dissemination” shall include, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
6. The TWDB shall have an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by the CONTRACTOR and subcontractors in, or otherwise resulting from, the performance of services under this CONTRACT.

7. No unauthorized patents. The CONTRACTOR Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder shall not be patented by the CONTRACTOR or their subcontractors unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
 - a. Any application made for patent shall include and name the TWDB and, as applicable and desired by them, the CONTRACTOR as co-owners of the patented work;
 - b. No patent granted shall in any way limit, or be used by the CONTRACTOR or subcontractors to limit or bar the TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
 - c. The TWDB and, if applicable, the CONTRACTOR shall have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
8. The CONTRACTOR shall include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections for the TWDB; and shall require that their subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors. For the purposes of this section, "subcontractors" includes independent contractors (including consultants) and employees working outside the course and scope of employment.
9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by the CONTRACTOR or their subcontractors pursuant to this CONTRACT or using any funding provided by the TWDB may be reproduced in any media, forms or formats by the TWDB or the CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. The CONTRACTOR may utilize such work products as they may deem appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
10. The CONTRACTOR agrees to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR 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.

2. 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.

ARTICLE VII SUBCONTRACTS

Each subcontract entered into to perform required work under this CONTRACT shall contain the following provisions:

1. 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;
2. a clause stating that the subcontract is subject to audit by the Texas State Auditor's Office and requiring the subcontractor to cooperate with any request for information from the Texas State Auditor, as further described in **Article X, Section 1, Paragraph d** hereof;
3. a clause stating that payments under the subcontract are contingent upon the appropriation of funds by the Texas Legislature, as further described in **Article X, Section 1, Paragraph a** hereof;
4. a clause stating that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by the subcontractor or the CONTRACTOR shall become data, materials and work owned by the TWDB and that subcontractor shall have no proprietary rights in such data, materials and work papers, except as further described in **Article V** hereof;
5. a clause stating that subcontractor shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in **Article X, Section 2, Paragraph g**;
6. a clause stating that subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that subcontractor is

solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

7. a clause stating that subcontractor is an independent contractor and that the TWDB shall have 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, 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 TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT.
2. 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.
3. Indemnification. 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 and work conducted pursuant to this CONTRACT. The CONTRACTOR is solely responsible for liability arising out of its negligent acts or omissions during the performance of this CONTRACT. This agreement does not create any third party cause of action and the CONTRACTOR does not waive any immunity available under state law.

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) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- a. **No Debt Against the State.** This CONTRACT does not create any debt by or on behalf of the State of Texas and the TWDB. The TWDB's obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.

- b. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, shall 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 shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- c. **Procurement Laws.** The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- d. **Right to Audit.** The CONTRACTOR and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. The CONTRACTOR shall make such documents and records available for examination and audit by the Executive Administrator or any other authorized entity of the State of Texas. The CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas 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 subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.
- e. **Force Majeure.** Unless otherwise provided, neither the CONTRACTOR nor the TWDB nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure shall 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, strike, fires, explosions, 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. Each party must

inform the other in writing with proof of receipt within five (5) business days of the existence of such force majeure or otherwise waive this right as a defense.

- d. **E-verify.** The parties understand and agree that the CONTRACTOR shall be required to utilize the United States Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within the State of Texas, as well as all persons (including any subcontractors) assigned by the CONTRACTOR to perform work pursuant to this Agreement.

2. **STANDARDS OF PERFORMANCE**

- a. **Personnel.** The CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. The CONTRACTOR shall be responsible for ensuring that any subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills 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.** The CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. The CONTRACTOR represents and warrants that he is authorized to acquire subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- c. **Antitrust.** The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any firm, corporation, partnership, or institution represented by the CONTRACTOR, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the Texas Business & Commerce Code, Chapter 15, of the federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this CONTRACT to any competitor or other person engaged in such line of business during the procurement process for this CONTRACT.
- d. **Conflict of Interest.** The CONTRACTOR represents and warrants that CONTRACTOR has no actual or potential conflicts of interest in providing the deliverables required by this CONTRACT to the State of Texas and the TWDB. The CONTRACTOR represents that the provision of services under this CONTRACT will not create an appearance of impropriety. The CONTRACTOR also represents and warrants that, during the term of this CONTRACT, the CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB by creating the appearance of a conflict of interest.

The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT. The CONTRACTOR represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this CONTRACT.

- e. **Proprietary and Confidential Information.** The CONTRACTOR warrants and represents that any information that is proprietary or confidential, and is received by the CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.
- f. **Public Information Act.** The CONTRACTOR acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this CONTRACT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. The CONTRACTOR shall produce all documents upon request of the TWDB within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
- g. **Accurate and Timely Record Keeping.** The CONTRACTOR warrants and represents that CONTRACTOR will keep timely, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, the CONTRACTOR agrees that the CONTRACTOR will create such books and records at or about the time the transaction reflected in the books and records occurs.
- h. **Dispute Resolution.** The CONTRACTOR and the TWDB agree to make a good faith effort to resolve any dispute relating to the work required under this CONTRACT through negotiation and mediation as provided by Texas Government Code, Chapter 2260 relating to resolution of certain contract claims against the state. The CONTRACTOR and the TWDB further agree that they shall attempt to use any method of alternative dispute resolution mutually agreed upon to resolve any dispute arising under this CONTRACT if this CONTRACT is not subject to Chapter 2260.
- i. **Contract Administration.** The TWDB shall designate a project manager for this CONTRACT. The project manager will serve as the point of contact between the TWDB and the CONTRACTOR. The TWDB's project manager shall supervise the TWDB's review of the CONTRACTOR'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.

ARTICLE XI CORRESPONDENCE

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

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
1700 N. Congress Avenue
Austin, Texas 78701

For the **CONTRACTOR:**

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

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple originals.

TEXAS WATER DEVELOPMENT BOARD

CONTRACTOR

Jeff Walker
Executive Administrator

NAME
TITLE

Date: _____

Date: _____

EXHIBIT A

ORIGINAL GRANT APPLICATION

SAMPLE ONLY

EXHIBIT B

SCOPE OF WORK

SAMPLE ONLY

EXHIBIT C

TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Project Management	\$0.00
2	Terrain Development	\$0.00
3	Base Map Data Collection	\$0.00
4	Hydrologic Analysis	\$0.00
5	Field Surveys	\$0.00
6	Hydraulic Analysis	\$0.00
7	Alternatives Formulation	\$0.00
8	Flood Damage Analysis Modeling	\$0.00
9	Environmental Constraints Analysis	\$0.00
10	Documentation	\$0.00
TOTAL		\$ 0.00

EXPENSE BUDGET

CATEGORY	CONTRACTOR
Salaries & Wages ¹	\$0.00
Fringe ²	\$0.00
Travel ³	\$0.00
Subcontract Services	\$0.00
Other Expenses ⁴	\$0.00
Overhead ⁵	\$0.00
Profit	\$0.00
TOTAL	\$ 0.00

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 Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, 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 more or less complete. Graphics should remain within the 1-inch page margins of the template (6.5 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. 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—200 dpi is a minimum. 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 Using other people’s graphics

Figures and photographs (and tables) need to be your own unless you have written permission from the publisher that allows us to reprint them (we will need a copy of this permission for our records). Avoid using any figures or photographs taken off the Internet or from newspapers or magazines—these sources are difficult to cite, and it is often time-consuming and expensive to gain permission to reproduce them.

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 Times New Roman.

%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. All units of geologic time should conform to the most recent geologic timescale (Gradstein and others, 2004). A summary of this timescale is available from the International Commission on Stratigraphy’s website at <http://stratigraphy.org/chus.pdf>.

4.0 Citations and references

It is important to give credit where credit is due. 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 http://www.nwrc.usgs.gov/lib/lib_sta.html (a link to the chapter "Preparing references for Survey reports," p. 234-241, is found here). 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. If at all possible, avoid web-based citations. These materials are often transient and therefore useless to future readers.

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 http://www.nwrc.usgs.gov/lib/lib_sta.html.

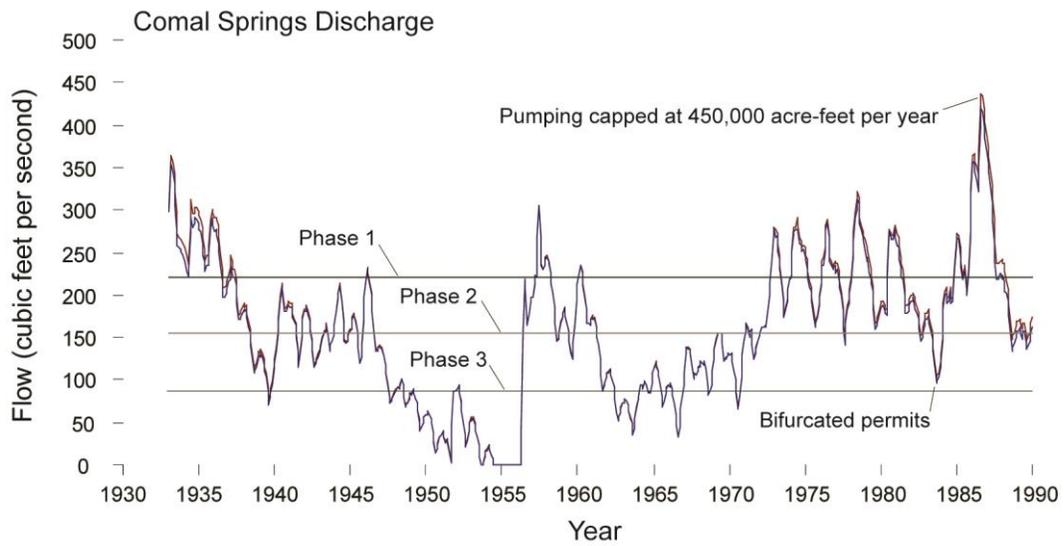


Figure 1. A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.

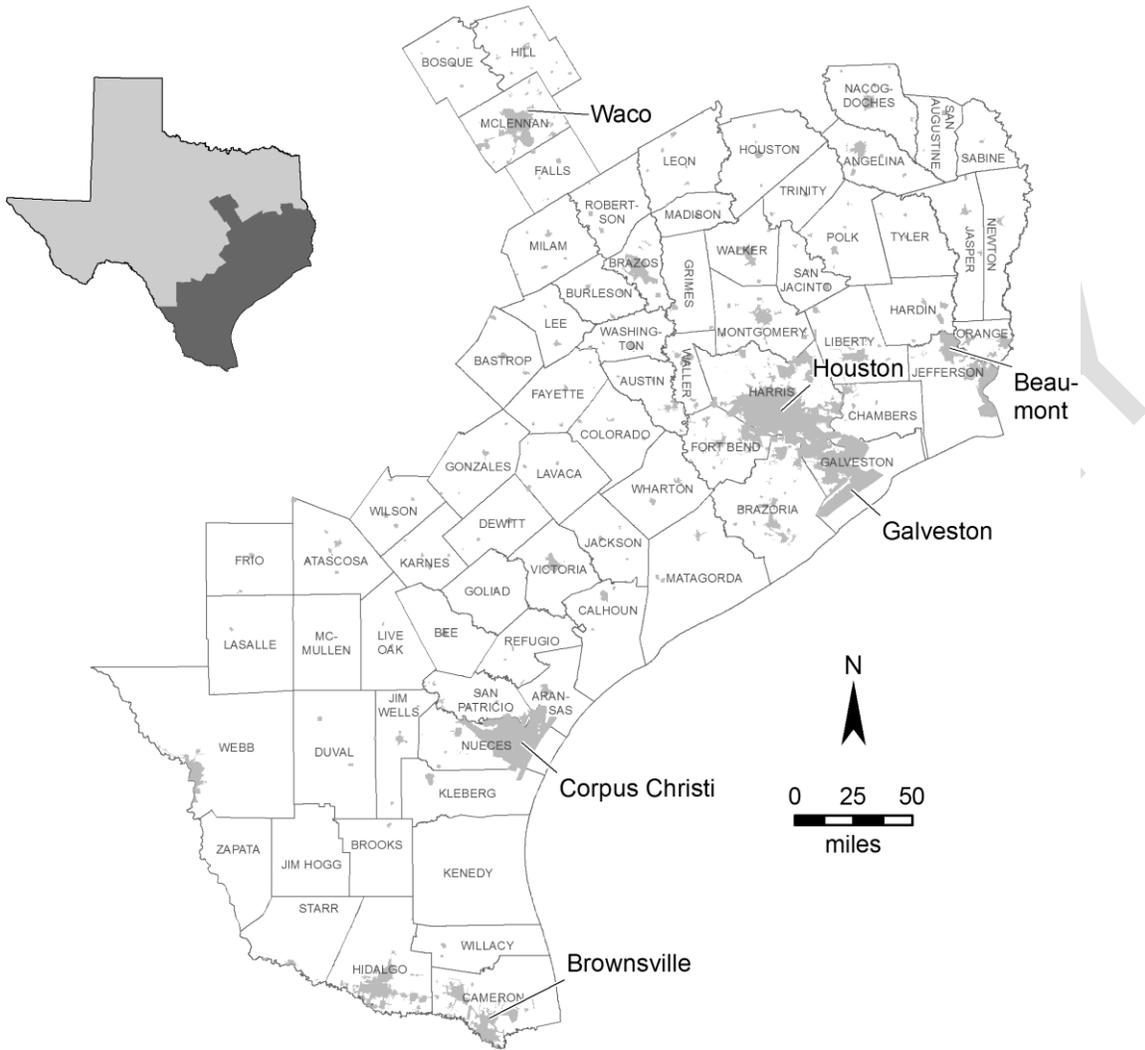


Figure 2. A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure 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 pt.

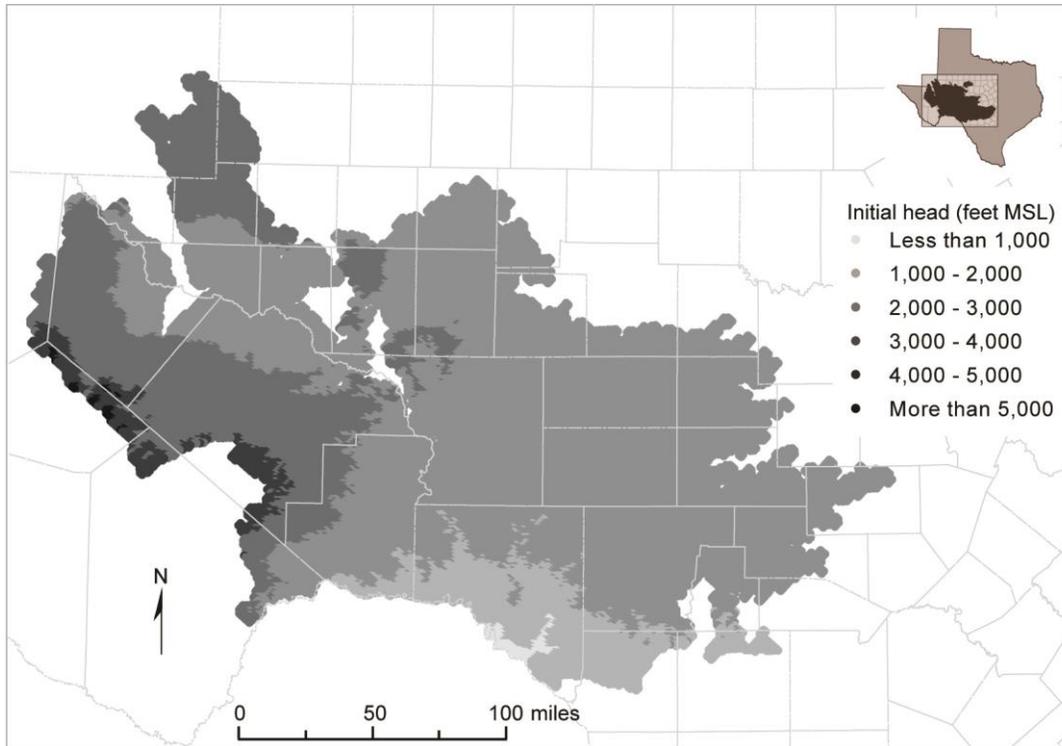


Figure 3. Initial hydraulic heads used in model simulations for layer 1. Note the use of grayscale shading to show differences.

SAMPLE

EXHIBIT E
TWDB GUIDELINES FOR A PROGRESS REPORT

Texas Water Development Board Contractors 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 09/01/11 – 11/30/11)

Work Completed: (The next section of a progress report explains 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)

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 give tell the reader when you think you will have them solved.