Texas Commission on Environmental Quality (TCEQ)
Cooperative Reimbursement Contract for State Agencies and Local Governments

CONTRACT SIGNATURE PAGE

Contract Name: Clean Rivers Program (CRP)
Contract Number: 582-18-80180
Performing Party: Guadalupe-Blanco River Authority (GBRA)
Performance Party Identification Number: 17460017795
Maximum Authorized Reimbursement: $270,756.00
Effective Date: 9/1/2017
Expiration Date: 8/31/2019
☐ If checked, this Contract requires matching funds. Match Requirement:
☐ If checked, this Contract is funded with federal funds.
CFDA Number:
Federal Grant Number:

This Contract is entered under: ☐ Gov't Code ch. 771  ☐ Gov't Code ch. 791  ☑ Water Code § 5.124

TCEQ, an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, the Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

TCEQ

By: L'Oreal W. Stepney, P.E.
Authorized Signature
Printed Name
Deputy Director
Title
6/26/17
Date

GBRA

By: [Signature]
Authorized Signature
Kevin Patteson
Printed Name
General Manager/CEO
Title
5/9/17
Date

Procurements & Contracts Representative

By: [Signature]
Approved Legal
Adrian Kyle, CTPM, CTM
Printed Name
Title
6/11/17
Date

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CONTRACT DOCUMENTS LIST
Cooperative Reimbursement Contract
for State Agencies and Local Governments

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

☒ Contract Signature Page
☒ Contract Documents List (this page)
☒ Special Terms and Conditions
☒ Scope of Work
☒ General Terms and Conditions
☒ Cost Budget
☒ Notices, Project Representatives and Records Locations
☒ Clean Rivers Program Guidance for Fiscal Years 2018 – 2019 (incorporated by reference)
☒ Attachment A – Financial Status Report
☒ Attachment B – Personnel Eligibility List
☒ Attachment C – Budget Revision Request Form
☒ Attachment D – Release of Claims
☒ Attachment E – Performance Evaluation Report
SPECIAL TERMS AND CONDITIONS

1. The Performing Party assures compliance with the provisions found in UGMS III Subpart B, \_14 State assurances, that are applicable to this grant.

2. PERSONNEL ELIGIBILITY LIST (PEL). An updated PEL must be submitted with the invoice if there are any employment status changes for personnel working on this Contract. (Attachment D)

3. General Terms and Conditions 1.2 Amendments is modified as follows:

   1.2. Amendments. This Contract may be amended by mutual agreement for both minor changes and formal amendments.

   1.2.1. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a formal Amendment, to make written Contract interpretations and agree in writing to minor, non-material changes to requirements in the Scope of Work or the Contract Budget including:

   1.2.1.1 Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;

   1.2.1.2 Changes to the individual tasks in the Scope of Work that do not substantially change the obligations of the Parties relative to those Tasks; and

   1.2.1.3 Transfers between the authorized amounts of expenditures in the Budget Categories.

   1.2.2 To be effective, the Contract changes agreed to by TCEQ must be in writing and must also be agreed to by an authorized Representative of the Performing Party. A copy of the agreed change must be retained in the appropriate file of both the Performing Party and TCEQ.

   1.2.3 It is the responsibility of the Performing Party to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

   1.2.4 A formal Amendment to the Contract signed by authorizing officials of both Parties is required for changes to the substantive obligations of the Performing Party and/or TCEQ, including the following:

   1.2.4.1 Changes in the total amount of funds in the Budget or the Contract;

   1.2.4.2 Changes to the Contract's Expiration Date;

   1.2.4.3 Changes to the Scope of Work that affect TCEQ obligations in this Contract and in other Contracts with the funding source such as the United States Environmental Protection Agency (EPA), and obligations to another state or federal agency or the Texas Legislature; and

   1.2.4.4 Changes that affect the material obligations of the Performing Party in this Contract.

4. Sections 4, 6, and 7 in the Cost Budget section of the Contract are modified as follows:

   4. Travel. Except as detailed in the Scope of Work under Task 3- Water Quality Monitoring, in order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be
reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

6. **Budget Control**, item b. Cumulative transfers greater than 10% of the Total Budget, now reads:

   TCEQ must preapprove in writing all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must submit a BRR to address this change.

7. **Invoice Submittal.** Invoices must be submitted to the individual named in the TCEQ Notices, Project Representatives and Records Location section of the Contract at quarterly intervals. The reporting periods will correspond to the State of Texas fiscal year (September-November, December-February, March-May, and June-August).

   7.1 Request for reimbursement must be submitted within 30 days after the close of each quarter with the exception of the final billing which is due within 45 days after the close of the Contract.

5. **Notices, Project Representatives and Records Location** subsection 2 is modified as follows:

   2. **Changes in Representatives.** Either party may change its representative by providing written notice to the other party's representative(s).

6. **ACKNOWLEDGMENT OF FINANCIAL ASSISTANCE**
   The Performing Party shall acknowledge the financial support of the TCEQ in publications, websites, reports and other documents developed for public distribution as a part of this Contract. For these materials, other than documents prepared exclusively for internal use within the TCEQ, the Performing Party shall use the following statement:

   PREPARED IN COOPERATION WITH THE
   TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

   The preparation of this [report/website] was financed [in part, if appropriate] through funding from the Texas Commission on Environmental Quality.
SCOPE OF WORK

TASK 1: PROJECT ADMINISTRATION

Objective: To manage all administrative functions required to support the CRP Contract, including:
- informative and timely Quarterly Progress Reports (QPRs);
- participation in conference calls;
- participation at CRP meetings;
- timely and accurate reimbursement forms with adequate documentation;
- efficient cost control to ensure expenses are allowable and applicable;
- responsibility for procurement and oversight of subcontractors;
- participation in fiscal monitoring reviews;
- timely and accurate deliverables that meet the intent of the fiscal years (FY) 2018-2019 CRP Guidance;
- adherence to TCEQ Contract provisions;
- detailed and reasonable Work Plan development;
- financial reporting and budget monitoring; and
- training to ensure personnel are properly prepared to conduct work.

Task Description: This task involves supervising activities, monitoring progress, attending meetings for coordination, and the preparation of documentation for reporting progress and financial management.

The Performing Party will complete the following subtasks described below:

QPRs - QPRs will contain a level of detail sufficient to document the activities which occurred during the appropriate quarter, and provide detailed supporting documentation and justification for reimbursement requests. QPRs will contain a general description of activities, a detailed tracking of deliverables, and the amount of water quality monitoring which occurred during the quarter. The QPR will be in the format provided in Exhibit 1D of the FY 2018-2019 CRP Guidance.

Reimbursement Requests - Financial Status Reports (FSRs), Supplemental Forms, and a current Personnel Eligibility List (PEL) will be submitted along with appropriate additional documentation on a quarterly basis. An updated Equipment Inventory List will be submitted when changes occur during the quarter. Budget Revision Requests (BRRs) will be made in advance of making changes to the budget.

Contractor and Subcontractor Evaluations - An annual self-evaluation and evaluations of subcontractors will be submitted at the end of each fiscal year.

Procurement Procedures Documentation - Documentation of the procurement process used to solicit, evaluate, pay, and oversee subcontractors, as specified in the FY 2018-2019 CRP Guidance, will be developed. This documentation will be maintained in-house and will be made available for review by TCEQ staff upon request. For each subcontract made in association with this Contract, the Performing Party will provide a memo describing the procurement method used and a summary of the work to be performed to the TCEQ Project Manager. In addition, a Procurement System Certification will be submitted with the supporting documentation required with the FY 2020-2021 Work Plan.

Conference Calls - The Performing Party will participate in all scheduled conference calls unless other arrangements are made with the TCEQ Project Manager.
Conferences and Training Events - The Performing Party will participate in meetings and training events as scheduled by CRP. All non-CRP conferences and training events need to be pre-approved by TCEQ prior to incurring costs associated with such events.

Documentation for Desk Review or On-Site Visit - Detailed supporting documentation, in addition to the quarterly documentation, will be made available upon request. The additional supporting documentation will include those items outlined in Exhibit 1B of the FY 2018-2019 CRP Guidance. In the case of an on-site visit, the appropriate Performing Party personnel will be available during the visit.

FY 2020-2021 Work Plan and Supporting Documentation - The Work Plan and supporting documentation will be prepared and submitted as specified in the FY 2020-2021 CRP Guidance. Supporting documentation will include (as applicable): budget by category, budget by task, PEL, fringe rate methodology, indirect rate methodology, allocated costs documentation, equipment purchase request list, equipment inventory, list of tasks that will be sub-contracted, a list of known training events/conferences, and a signed Procurement System Certification. The Work Plan will include the tasks and deliverables outlined in the FY 2020-2021 Guidance and will be negotiated with the TCEQ Project Manager. A list of all deliverables in due date order will be submitted with the final Work Plan.

Deliverables and Due Dates:

September 1, 2017 through August 31, 2018
A. QPRs - December 15, 2017; March 15 and June 15, 2018
B. Annual Self-Evaluation and, if applicable, Subcontract Evaluations - August 31, 2018
C. Procurement Procedures Documentation Memo - within 30 days after the subcontract is executed
D. Additional submission of documentation for desk review or site visit - upon request

September 1, 2018 through August 31, 2019
A. QPRs - September 15 and December 15, 2018; March 15, June 15, and August 31, 2019
B. Proposed FY 2020 - 2021 Work Plan and Supporting Documentation - January 1, 2019
C. Final FY 2020 - 2021 Work Plan and Supporting Documentation - February 15, 2019
D. Annual Self Evaluation and, if applicable, Subcontract Evaluations - August 31, 2019
E. Procurement Procedures Documentation Memo - within 30 days after the subcontract is executed
F. Additional submission of documentation for desk review or site visit - upon request

TASK 2: QUALITY ASSURANCE

Objective: To conduct data collection activities in accordance with an integrated system of quality management activities involving planning, assessment, implementation, training, and quality improvement. This task addresses objectives and processes for:

- Quality Assurance Project Plan (QAPP) development and implementation;
- Laboratory quality assurance;
- Data review, verification, and validation;
- Oversight of project(s); and
- Special studies project planning.

Task Description: All work funded by this Contract that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized databases and information systems will be planned in consultation with TCEQ and be documented in a fully approved TCEQ QAPP before data collection can be implemented.
The Performing Party will complete the following subtasks described below:

**NELAP Accreditation** - Laboratory data will be produced by laboratories (and subcontract laboratories) whose quality assurance program is consistent with the NELAC Institute (TNI) standards.

**Basin-wide QAPP** - The Basin-wide QAPP will be submitted to TCEQ in the TCEQ-approved shell format. Only those sites covered by the QAPP and parameters meeting the requirements of Texas Water Code Chapter 5, Subchapter R (TWC §5.801 et seq) and Title 30 Texas Administrative Code Chapter 25, Subchapters A and B will be included in the document. The Performing Party will address all TCEQ comments and submit the revised QAPP to TCEQ within 30 days after receiving comments from TCEQ.

The Performing Party will secure written documentation (signature in the QAPP or Adherence Letter) from participants under the QAPP stating their awareness of and adherence to requirements contained in the QAPP and any appendices and amendments. This documentation will be maintained as part of the Performing Party’s quality assurance records. Copies of all Adherence Letters must be forwarded to TCEQ no later than 45 days after TCEQ approval of the QAPP, but prior to the monitoring event. (Note: Adherence Letters are not required for entities who sign the QAPP). The Performing Party will distribute the QAPP to all participants (including the laboratory). Documentation of distribution will be maintained by the Performing Party and be available for review during a TCEQ monitoring systems audit.

Sections of the Basin-wide QAPP will be posted to the Performing Party’s CRP Web page. These sections include the monitoring program or project objectives, measurement performance specifications (i.e., Table A7 of the QAPP), appendices, and the monitoring schedule and maps of sampling sites. In lieu of the monitoring schedule and maps, a link to the coordinated monitoring schedule (CMS) website may be provided, with a disclaimer that states the CMS includes stations monitored by other entities.

**QAPP Amendment to Appendix B** - The monitoring schedule in Appendix B of the Basin-wide QAPP will be updated for the second year of the Contract biennium after the annual coordinated monitoring meeting. This special type of QAPP amendment will be submitted using the TCEQ-approved shell format. Only the sites covered by the Performing Party’s QAPP will be included in Appendix B of the QAPP.

**Planning for Special Studies or Permit Support Monitoring** - Special studies and monitoring projects to support permits will be systematically planned in consultation with TCEQ staff around the elements of the QAPP. The Performing Party Project Manager will coordinate with TCEQ to establish the planning team, schedule the meeting (90 days prior to the planned sampling date), distribute meeting materials in advance of the meeting, facilitate the meeting, and prepare meeting minutes. The Performing Party will submit planning materials for the meeting to all participants one week prior to the meeting. Meeting materials will include, as appropriate, a problem definition, as currently understood, a description of the budget, personnel and schedule issues, maps, information on past or on-going studies, historical water quality data, Integrated Report findings, wastewater discharge information, known or expected sources of contamination, existing monitoring sites, land use information, etc. Planning meeting summary notes will be provided to participants within two weeks of the meeting. The information developed during the planning meeting will be incorporated into a QAPP appendix. The QAPP appendix will be submitted to TCEQ (within 30 days after the planning meeting) using the TCEQ-approved shell format.

**QAPP Appendices** - Special studies and permit support monitoring projects that have different objectives than those described in the Basin-wide QAPP will be incorporated into the QAPP as appendices after they are thoroughly planned in consultation with TCEQ. The QAPP appendices will be written in the TCEQ prescribed format and reference sections of the Basin-wide QAPP as
appropriate, and otherwise address information that is unique to the project. Unique aspects of special projects will include the problem definition, the task description, measurement performance specifications, sample design rationale, sampling methods requirements, etc. QAPP appendices will be sent to TCEQ through the TCEQ Project Manager. TCEQ comments will be addressed and the document will be modified and resubmitted within 30 days of receipt.

**QAPP Amendments and Revisions to Appendices** - Changes in parameters, sampling or analytical procedures, project organization, and other items of an existing project necessitates an amendment to the QAPP and/or Revisions to Appendices. Amendments and Revisions to Appendices will be submitted electronically to the TCEQ Project Manager on an "as needed" basis in the TCEQ shell format for agency review. QAPP amendments and Revisions to Appendices will be distributed, upon approval, to all personnel on the distribution list maintained by the Performing Party.

**Project Oversight** - The Performing Party will participate in monitoring systems audits and laboratory inspections by TCEQ.

The Performing Party will conduct oversight of sub-participants (including contractors and in-kind participants) who conduct field monitoring under their basin QAPP. An on-site assessment will be performed once during the Contract cycle in the case of on-going projects, or once during a project’s lifetime in the case of short-lived special studies. The Performing Party will conduct monitoring systems audits on the Upper Guadalupe River Authority (UGRA) and any other sub-participants once during the Contract period.

Following the on-site assessment, the Performing Party will provide the organization audited with an audit report within 30 days. If no findings are identified, then the report will state as such. If findings are identified during the audit, they will be reported in the audit report. Audit reports will contain references to written specifications, as defined in the QAPP or in a standard operating procedure. The audited organization will be asked to respond in writing to the report within 30 days. A copy of the audit report and the response will be submitted as a deliverable to the TCEQ Project Manager with the QPR no later than the quarter following the one in which the audit was conducted.

**Corrective Action Reports** - Issues that may affect data quality and availability will be tracked, addressed, and reported to TCEQ using the definitions and corrective action strategy laid out in the CRP Guidance. The Performing Party must address deviations associated with sampling activities, chain-of-custody, analytical method requirements, quality control, and data management.

**Deliverables and Due Dates:**

**September 1, 2017 through August 31, 2018**

A. Basin-wide QAPP Receipt Acknowledgement and Adherence Letters (if applicable) - October 15, 2017
B. Specified sections of the Basin-wide QAPP posted to the Web page - October 31, 2017
C. Draft QAPP Appendix B Amendment for FY 2019 monitoring - June 15, 2018
D. Final QAPP Appendix B Amendment for FY 2019 monitoring - August 15, 2018
E. Planning meetings for Special Studies or Permit Support Monitoring (if applicable) - 90 days prior to the planned sampling date
F. Planning meeting summary notes for Special Studies or Permit Support Monitoring (if applicable) - within two weeks of the planning meeting
G. QAPP Appendices for Special Studies or Permit Support Monitoring (if applicable) - within 30 days after the planning meeting
H. QAPP Amendments and Revisions to Appendices (if applicable) - as needed
I. QAPP Appendix and Amendment Receipt Acknowledgement and Adherence Letters (if applicable) - no later than 45 days after TCEQ approval of the QAPP, but prior to the monitoring event
J. Participate in TCEQ monitoring systems audit and response to comments (if applicable) - date planned in consultation with TCEQ
K. Conduct on-site assessment of sub-participants (if applicable) - to be scheduled
L. On-site assessment of sub-participants report and response (if applicable) - with the QPR no later than the quarter following the one in which the audit was conducted
M. Corrective action status report (if applicable) - with QPRs

September 1, 2018 through August 31, 2019

A. Draft FY 2020-2021 Basin-wide QAPP - June 15, 2019
B. Final FY 2020-2021 QAPP - August 15, 2019
C. Planning meetings for Special Studies or Permit Support Monitoring (if applicable) - 90 days prior to the planned sampling date
D. Planning meeting summary notes for Special Studies or Permit Support Monitoring (if applicable) - within two weeks of the planning meeting
E. QAPP Appendices for Special Studies or Permit Support Monitoring (if applicable) - within 30 days after the planning meeting
F. QAPP Amendments and revisions to Appendices (if applicable) - as needed
G. QAPP Appendix and Amendment Receipt Acknowledgement and Adherence Letters (if applicable) - no later than 45 days after TCEQ approval of the QAPP, but prior to the monitoring event
H. Participate in TCEQ monitoring systems audit and response to comments (if applicable) - date planned in consultation with TCEQ
I. Conduct on-site assessment of sub-participants (if applicable) - August 1, 2019
J. On-site assessment of sub-participants report and response (if applicable) - August 31, 2019
K. Corrective action status report (if applicable) - with QPRs

TASK 3: WATER QUALITY MONITORING

Objectives: Water quality monitoring will focus on collecting information to characterize water quality in a variety of locations and conditions. These efforts will include a combination of:
- planning and coordinating basin-wide monitoring;
- routine, regularly-scheduled monitoring to collect long-term information and support statewide assessment of water quality; and
- systematic, regularly-scheduled short-term monitoring to screen water bodies for issues.

Task Description: The Performing Party will conduct water quality monitoring and provide details in the Progress Report as prescribed in the FY 2018-2019 Guidance. The actual number of sites, location, frequency, and parameters collected will be based on priorities identified at the basin Steering Committee and Coordinated Monitoring meetings and included in the amended Appendix B schedule of the QAPP.

The Performing Party will complete the following subtasks described below:

Monitoring Description - In FY 2018, the Performing Party will conduct routine monitoring at a minimum of 15 sites monthly and a minimum of nine sites quarterly for field, conventional, flow (at stream sites), and bacteria parameter groups. Biological and habitat monitoring will be conducted at two sites in the Performing Party’s basin. In addition, the Performing Party will coordinate with UGRA for the monitoring of a minimum of ten sites quarterly in Kerr County for field, conventional, flow (at stream sites), and bacteria parameter groups. In FY 2019, the Performing Party will monitor at a similar level of effort as in FY 2018. The actual number of
sites, location, frequency, and parameters collected for FY 2019 will be included in the Performing Party QAPP Appendix B update.

All monitoring procedures and methods will follow the guidelines prescribed in the Performing Party’s QAPP, the TCEQ Surface Water Quality Monitoring (SWQM) Procedures, Volume 1: Physical and Chemical Monitoring Methods (RG-415) and the TCEQ SWQM Procedures, Volume 2: Methods for Collecting and Analyzing Biological Assemblage and Habitat Data (RG-416).

Coordinated Monitoring Meeting - The Performing Party will hold an annual coordinated monitoring meeting as described in the CRP Guidance. Qualified monitoring organizations will be invited to attend the working meeting in which monitoring needs and purposes will be discussed segment by segment and station by station. Information from participants and stakeholders will be used to select stations and parameters that will enhance overall water quality monitoring coverage, eliminate duplication of effort, and address basin priorities. A summary of the changes to the monitoring schedule will be provided to the participants within two weeks of the meeting. The changes to the monitoring schedule will be entered into the statewide database on the Internet (http://cms.lcra.org) and communicated to meeting attendees. Changes to monitoring schedules that occur during the course of the year will be entered into the statewide database on the Internet and communicated to meeting attendees.

Monitoring Activities Report - Each QPR (Task 1) will include a Monitoring Activities Report with all types of monitoring and indicate the number of sampling events and the types of monitoring conducted in the quarter.

Deliverables and Dues Dates:

**September 1, 2017 through August 31, 2018**
A. Conduct water quality monitoring, summarize activities in the Monitoring Activities Report, and submit with QPR - December 15, 2017; March 15 and June 15, 2018
B. Coordinated Monitoring meeting - between March 15 and April 30, 2018
C. Coordinated Monitoring meeting summary of changes - within 2 weeks of the meeting
D. Email notification that Coordinated Monitoring Schedule updates are complete - May 31, 2018

**September 1, 2018 through August 31, 2019**
A. Conduct water quality monitoring, summarize activities in the Monitoring Activities Report, and submit with QPR - September 15 and December 15, 2018; March 15 and June 15 and August 31, 2019
B. Coordinated Monitoring meeting - between March 15 and April 30, 2019
C. Coordinated Monitoring meeting summary of changes - within 2 weeks of the meeting
D. Email notification that Coordinated Monitoring Schedule updates are complete - May 31, 2019

**TASK 4: DATA MANAGEMENT**

Objectives: To manage a quality-assured water quality monitoring database and transfer data to the TCEQ Surface Water Quality Monitoring Information System (SWQMIS) database in the required format.

Task Description: SWQM data files, including biological, special studies, and targeted monitoring data, as applicable, will be transferred to TCEQ in the correct format using the TCEQ file structure. Binary Large Object (BLOB) files will be provided with biological data as outlined in the FY 2018-2019 CRP Guidance.
The Performing Party will complete the following subtasks described below:

The Performing Party will review each data set using the Data Review Checklist and the SWQMIS Data Loader. A Data Summary (including information on data completeness) and the SWQMIS Validator Report will be submitted with each data set. The Data Summary will contain basic identifying information about the data set, information regarding inconsistencies and errors identified during data verification and validation steps, and/or problems with data collection efforts.

Data correction requests and station location requests will be submitted via SWQMIS, as needed.

Water quality data approved by TCEQ will be posted on the Performing Party’s Web page at least two times per year, or a link may be provided to the TCEQ Surface Water Quality Web Reporting Tool at http://www80.tceq.texas.gov/Swqmispublic/public/default.htm.

Deliverables and Due Dates:

September 1, 2017 through August 31, 2018
A. SWQM data files, SWQMIS Validator Report, and Data Summary - December 1, 2017; March 1 and August 1, 2018
B. SWQM data updates to Web page or link to TCEQ’s water quality data - February 1 and August 1, 2018
C. Biological BLOB files - coordinate due date(s) with the TCEQ Project Manager

September 1, 2018 through August 31, 2019
A. SWQM data files SWQMIS Validator Report, and Data Summary - December 1, 2018; March 1 and August 1, 2019
B. SWQM data updates posted to Web page, or link to TCEQ’s water quality data - February 1 and August 1, 2019
C. Biological BLOB files - coordinate due date(s) with the TCEQ Project Manager

TASK 5: DATA ANALYSIS AND REPORTING

Objectives: Conduct data analysis and develop reports that provide information to describe water quality and identify priority water quality issues for further investigation or action. This work will:
- correlate watershed characteristics with water quality conditions;
- highlight areas where water quality appears to be improving or declining;
- support and/or validate the findings of the Texas Integrated Report of Surface Water Quality;
- support planning of monitoring efforts;
- identify areas where nonpoint source management efforts may be applied; and
- provide information for stakeholders to discuss at Steering Committee meetings.


The Performing Party will complete the following subtasks described below:

Basin Summary Report - The Basin Summary Report will follow the outline described in the FY 2018-2019 CRP Guidance. The report will contain a comprehensive review of water quality for the entire basin, including:
- a description of the water quality conditions and issues;
• trend analysis of water quality by station and parameter;
• maps showing watershed characteristics, sampling stations, and water quality issues;
• a discussion of the watershed characteristics and their potential influence on water quality; and
• recommendations for water quality management strategies to correct identified water quality problems and pollution sources.

A planning meeting between the Performing Party and TCEQ staff will be arranged prior to substantial work on the report. At this meeting, the Performing Party will be prepared to discuss site selection for trend analysis, report content and layout, methodology for data review, and address other questions or suggestions for the report.

A pre-draft or watershed summary will be provided to the TCEQ Project Manager and must be approved prior to completing the first draft. The Basin Summary Report will be presented to the Steering Committee for review and comment, and coordinated with the public and TCEQ. TCEQ will provide comments on the draft report and final approval will rest with TCEQ. Five copies of the final report will be provided to TCEQ. The reports will be made available to Steering Committee members and all basin stakeholders and will be posted on the Performing Party’s Web page. The final Basin Summary Report will be provided to the Texas Parks and Wildlife Department, Texas State Soil and Water Conservation Board, the governor, the lieutenant governor, and the speaker of the House of Representatives not later than the 90th day after the date the report is submitted to TCEQ.

**Basin Highlights Report** - The Performing Party may vary the content of the Basin Highlights Report in an effort to reduce repetition of information that does not change on an annual basis. The Basin Highlights Report will follow the version described below as detailed in the FY 2018-2019 CRP Guidance:

**Program Update:**
• an update on major basin activities, changes and events;
• an update of basin water quality monitoring activities;
• an update on the top water quality concerns and issues in the basin;
• a summary of findings from special studies;
• maps showing the location of sampling sites and major water quality issues;
• an update on public outreach and educational activities; and
• links to additional resources.

Electronic copies of the draft report and five copies of the final report will be provided to TCEQ. TCEQ will provide comments on the draft report and final approval will rest with TCEQ. The reports will be made available to basin stakeholders, and on the Performing Party’s Web page.

**Deliverables and Due Dates:**

**September 1, 2017 through August 31, 2018**
A. Planning meeting for Basin Summary Report – by October 31, 2017
B. Pre-Draft Watershed Summary – December 15, 2017
C. Draft Basin Summary Report - March 15, 2018
D. Final Basin Summary Report - May 31 2018
E. Post Report to Web page - June 30, 2018

**September 1, 2018 through August 31, 2019**
A. Draft Basin Highlights Report - February 15, 2019
B. Final Basin Highlights Report – May 15, 2019
C. Post Report to Web page – June 30, 2019
TASK 6: STAKEHOLDER PARTICIPATION AND PUBLIC OUTREACH

Objectives: Enhance and support participation of stakeholders in the development of water quality objectives and priorities for the basin, and CRP as a whole. Engage in education and outreach activities to enhance stakeholder knowledge and involvement.

The Steering Committee serves as the focus of public input and assists with:
- creation of specific, achievable water quality objectives and basin priorities;
- review and development of work plans and allocation of resources;
- review, development and approval of major reports;
- establishment of monitoring priorities and development of monitoring plans; and
- identification of priority problem areas and possible actions to address these problems and pollutant sources.

Stakeholders should be engaged through outreach and education activities that support the CRP goals. This can be accomplished by:
- providing several forums for citizens to contribute their ideas and concerns;
- participating in outreach and education activities to increase public awareness about water quality issues in the basin;
- communicating information on water quality issues so that priorities may be set considering local, regional, state, and federal needs; and
- providing opportunities for volunteer citizen monitoring of basin water bodies.

Task Description: To ensure a comprehensive watershed assessment program, the Performing Party will provide opportunities for stakeholder and interested party participation in development of water quality objectives and priorities for the basin and CRP. Stakeholder involvement will be accomplished through both the Steering Committee process and other public participation outreach and education activities, following the FY 2018-2019 CRP Guidance.

The Performing Party will complete the following subtasks described below:

Steering Committee and Meetings - In order to sufficiently address the different interests, concerns and priorities within each watershed, the Performing Party will work to ensure that its Steering Committee includes stakeholder volunteers from across the basin that represent the groups identified in the FY 2018-2019 CRP Guidance. If specified groups are not represented, efforts will be made to recruit representatives before the next scheduled meeting. To engage new members and increase participation, the Performing Party will take every opportunity to promote CRP and involvement in the Steering Committee.

To meet the goals and coordination requirements of the CRP Guidance, the Performing Party will conduct one Steering Committee meeting during each year of the Contract. Additional sub-committees or other public meetings may also be held to help complete the requirements.

The Performing Party will contact stakeholders at least 45 days in advance of meeting date(s) to encourage participation. A questionnaire, which will be sent to all interested stakeholders, will provide a list of proposed agenda topics, request confirmation of continued interest/participation in the Steering Committee, and request input on additional topics and potential stakeholders. Along with the priority agenda topics identified in the CRP Guidance, Steering Committee meetings will also include additional topics that have been identified to be of significant interest to stakeholders. A final meeting announcement and agenda will be made available at least 15 days prior to the meeting.

After each Steering Committee meeting, the Performing Party will ensure all stakeholder input, comments, decisions, and any other meeting accomplishments reached are addressed, where applicable. For all Steering Committee meetings, copies of meeting materials will be provided...
with the next QPR, and include: a copy of the meeting agenda, presentations, meeting minutes, and a list of attendees.

**Education and Outreach** - For any public participation, outreach, or volunteer monitoring activities funded through CRP, a copy of the activities summary, materials produced or distributed by the Performing Party, and a list of participants will be included in the subsequent QPR (Task 1).

The Performing Party will develop, maintain, update, and report on their Web page as specified in the FY 2018-2019 CRP Guidance. The Web page will be reviewed on a quarterly basis to ensure that information and announcements remain current and relevant. The Performing Party will also include summaries of revisions to the Web page in/with the corresponding quarterly QPR.

**Deliverables and Due Dates:**

**September 1, 2017 through August 31, 2018**

A. Document that Web page meets outlined requirements - December 15, 2017  
B. Summary of Web page updates - December 15, 2017; March 15 and June 15, 2018  
C. Contact Steering Committee members with questionnaire, draft agenda topics and to confirm participation - a minimum of 45 days prior to Steering Committee meeting date  
D. Final announcements and agenda for Steering Committee meetings - a minimum of 15 days in advance of meeting  
E. Steering Committee meeting - number and dates as negotiated with TCEQ Project Manager  
F. Steering Committee meeting materials - with QPR following meeting  
G. Steering Committee meeting minutes posted to the Web page - indicate in QPR following meeting  
H. Materials from education and outreach activities (if applicable), with QPRs - December 15, 2017; March 15 and June 15, 2018

**September 1, 2018 through August 31, 2019**

A. Summary of Web page updates - September 15 and December 15, 2018; March 15, June 15, and August 31, 2019  
B. Contact Steering Committee members with questionnaire, draft agenda topics and to confirm participation - a minimum of 45 days prior to Steering Committee meeting date  
C. Final announcements and agenda for Steering Committee meetings - a minimum of 15 days in advance of meeting  
D. Steering Committee meeting - number and dates as negotiated with TCEQ Project Manager  
E. Steering Committee meeting materials - with QPR following meeting  
F. Steering Committee meeting minutes posted to the Web page - indicate in QPR following meeting  
G. Materials from education and outreach activities (if applicable), with QPRs - September 15 and December 15, 2018; March 15, June 15, and August 31, 2019
GENERAL TERMS AND CONDITIONS
Cooperative Reimbursement Contract
for State Agencies and Local Governments

1. CONTRACT PERIOD

1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment and agreement by both parties.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.

2.3. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the contract funding source.

2.4. **Grants.** If this Contract was entered under the TCEQ’s authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.5. **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

3. ALLOWABLE COSTS

3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2. **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party’s invoice shall conform to all reimbursement requirements specified by TCEQ.

4.2. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
4.3. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

4.4. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

4.5. **State agencies/Institutions of Higher education.** If the Contractor is a State agency or institution of higher education payments must be made via interagency transaction voucher (ITV), please provide a Recurring Transaction Index (RTI) number on the face of the invoice OR if payments are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller’s Accounting Policy Statement (APS) 014.

5. **FINANCIAL RECORDS, ACCESS AND AUDITS**

5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. **PERFORMING PARTY’S RESPONSIBILITIES**

6.1 **Performing Party’s Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.

6.2 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.

6.3 **Performing Party’s Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

6.4 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

7. **TIME**

7.1 **Time is of the Essence.** Performing Party’s timely performance is a material term of this Contract.

7.2 **Delays.** Where Performing Party’s performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or
enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

8. CONFLICT OF INTEREST
Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

i. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or

ii. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ’s written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

9.1 Quality and Acceptance. All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

9.2 Quality Assurance. All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party’s receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party’s failure to meet the terms of the QAPP may result in TCEQ’s suspension of associated activities and non-reimbursement of expenses related to the associated activities.

9.3 Laboratory Accreditation. Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

10. INTELLECTUAL PROPERTY

10.1 Third Party Intellectual Property. Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. **INSURANCE AND INDEMNIFICATION**

11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFACT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS CONVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. **TERMINATION**

12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. **DISPUTES, CLAIMS AND REMEDIES**

13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.

13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:

13.2.1. Issue notice of nonconforming performance;

13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY
The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS.
Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. ANTI-TRUST.
Neither the Contractor, nor any firm, corporation, partnership, or institution, represented by the Contractor, or anyone acting for such a firm, corporation or institution will violate the antitrust laws of this state (Chapter 15 of the Texas Business & Commerce Code) or federal antitrust law.

17. CONTRACT INTERPRETATION

17.1 Definitions. The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

17.2 Headings. The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.

17.3 Delivery of Notice. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

17.4 Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

17.5 State, Federal Law. This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

17.6 Severability. If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and
effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

17.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

17.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

17.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

17.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

17.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

17.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

17.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.
Cost Budget
Cooperative Reimbursement Contract
for State Agencies and Local Governments

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Cost for Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary / Wages</td>
<td>$28,900.26</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$10,404.09</td>
</tr>
<tr>
<td>Travel</td>
<td>$9,658.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$29,100.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$179,903.62</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td><strong>$267,865.97</strong></td>
</tr>
<tr>
<td><strong>Indirect Costs</strong></td>
<td><strong>$2,890.03</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$270,756.00</strong></td>
</tr>
</tbody>
</table>

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is 10% of:

- [x] salary and fringe benefits
- [ ] modified total direct costs
- [ ] other direct costs base
- [ ] If other direct cost base, identify: Salary/Wages

This rate is less than or equal to (check one):

- [ ] Predetermined Rate—an audited rate that is not subject to adjustment.
- [ ] Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.
- [x] Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category "Other" is greater than $25,000 or more than 10% of budget total, identify the main constituents: laboratory costs and fees.

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.

6. **Budget Control.**

   a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative
transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a BRR Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.

b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must pre-approve in writing all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required before Performing Party incurs these costs.

c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.

7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.

   a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.

8. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.

9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do no benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.
Notices, Project Representatives and Records Location

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and the Performing Party. They are authorized to give and receive communications and directions on behalf of TCEQ and the Performing Party as indicated below. All communications including official Contract notices must be addressed to the appropriate representative or his or her designee.

2. **Changes in Representatives.** Either party may change its representative by unilateral Amendment.

3. **TCEQ Representatives**

   TCEQ Contract Manager  
   (for Contractual Matters)  
   Samuel Davis, CTCM  
   Texas Commission on Environmental Quality  
   P.O. Box 13087  
   MC-141  
   Austin, Texas 78711-3087  
   Phone No.: (512) 239-2412  
   Email: samuel.davis@tceq.texas.gov

   TCEQ Project Manager  
   (for Technical Matters)  
   Sarah Eagle  
   Texas Commission on Environmental Quality  
   P.O. Box 13087  
   MC-234  
   Austin, Texas 78711-3087  
   Phone No.: (512) 239-6329  
   Email: sarah.eagle@tceq.texas.gov

4. **Performing Party Representatives**

   **For Contractual Matters**

   Michael Urrutia  
   Guadalupe-Blanco River Authority  
   933 E. Court St.  
   Seguin, Texas 78155  
   Phone No.: (830) 379-5822  
   Email: murrutia@gbra.org

5. **Invoice Submittal.** Invoices may be submitted electronically to the TCEQ Contract Manager and the TCEQ Project Manager at WQPDiv@tceq.texas.gov.

   - Invoices submitted by mail must be addressed to the TCEQ Contract Manager.

6. **Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

   Guadalupe-Blanco River Authority  
   933 E. Court St.  
   Seguin, Texas 78155
# Texas Commission on Environmental Quality

## FINANCIAL STATUS REPORT

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<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>STATE AGENCY TO WHICH REPORT IS SUBMITTED:</td>
<td>Texas Commission on Environmental Quality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>GRANT/AGREEMENT TITLE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>PAYEE IDENTIFICATION NUMBER:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>TCEQ AGREEMENT NUMBER:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>FINAL REPORT:</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>ACCOUNTING BASIS:</td>
<td>CASH</td>
<td>ACCRUAL</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>TOTAL PROJECT/GRA int PERIOD:</td>
<td>FROM</td>
<td>TO</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>PERIOD COVERED BY THIS REPORT:</td>
<td>FROM</td>
<td>TO</td>
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<td>10.</td>
<td>BUDGET CATEGORIES:</td>
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<tr>
<td></td>
<td>a. Personnel/Salary</td>
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<td></td>
<td>b. Fringe Benefits ( %)</td>
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<td></td>
<td>c. Travel</td>
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<td></td>
<td>d. Supplies</td>
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<td></td>
<td>e. Equipment</td>
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<td></td>
<td>f. Contractual</td>
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<td>g. Construction</td>
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<td>h. Other</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>i. Total Direct Costs (Sum a – h)</td>
<td></td>
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<tr>
<td></td>
<td>j. Indirect Costs (<em><strong>% x $</strong></em>___ Base)</td>
<td></td>
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<tr>
<td></td>
<td>m. Total Project Costs (Sum of i &amp; j)</td>
<td></td>
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</tbody>
</table>

* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required.

** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

11. CERTIFICATION | I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.

Signature of Authorized Certifying Official: 
Typed or Printed Name and Title: 
Telephone (Area code, number and ext.): Date Submitted: 

TCEQ Form 20248
PERSONNEL/SALARY EXPENDITURES (during this report period)

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TITLE/POSITION</th>
<th>SALARY (THIS PERIOD)</th>
<th>TASKS</th>
</tr>
</thead>
</table>

A. PERSONNEL/SALARY

All Employees listed on current PEL?
  Yes  No

B. FRINGE  Rate = ___%  
Total for the reporting period = $_______
(Do not include fringe in total at right)

TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)

*SUPPLEMENTAL DOCUMENTATION (e.g., personnel activity reports, etc.) is not required to be attached to this form but must be maintained by the Performing Party in accordance with General Term and Condition 5.2. On this Supplemental Form, list employee's name, title/position, salary for the period, and Task number(s) worked. An updated PEL is required when employment status changes occur.

TRAVEL EXPENDITURES (during this report period)

<table>
<thead>
<tr>
<th>EMPLOYEE(S)</th>
<th>DATE(S) OF TRAVEL</th>
<th>DESTINATION &amp; PURPOSE OF TRAVEL</th>
<th>MEALS</th>
<th>LODGING</th>
<th>TRANSPORTATION (Miles X Rate)</th>
<th>TASKS</th>
</tr>
</thead>
</table>

TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)

$  

*SUPPLEMENTAL DOCUMENTATION (travel receipts, etc.) is not required to be attached to this form but must be maintained by the Performing Party in accordance with General Term and Condition 5.2. On this Supplemental Form, itemize each traveler's costs to show name of traveler, date(s) of travel, destination and purpose, mode of transportation, costs for meals, lodging, transportation, and Tasks for which the cost applies (Itemization may be attached).
SUPPLIES PURCHASED (during this report period)

<table>
<thead>
<tr>
<th>NUMBER PURCHASED</th>
<th>ITEM DESCRIPTION (Should match description provided for approval)</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
<th>TASKS</th>
</tr>
</thead>
<tbody>
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</table>

TOTAL SUPPLIES PURCHASED (must agree with line 10h on Form 20248)

*SUPPLEMENTAL DOCUMENTATION (e.g., receipts, etc.) is not required to be attached to this form but must be maintained by the Performing Party in accordance with General Term and Condition 5.2. On this Supplemental form, list materials and supplies purchased for the Contract, cost, and Task to which each supply item applies. Provide enough information in the description to enable the TCEQ to determine the allowability of cost.

EQUIPMENT PURCHASES (during this report period)

<table>
<thead>
<tr>
<th>NUMBER PURCHASED</th>
<th>ITEM DESCRIPTION (Should match description provided for approval)</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
<th>TASKS</th>
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TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)

*SUPPLEMENTAL DOCUMENTATION (e.g., receipts, etc.) is required to be attached to this form. List the description of equipment, serial No., cost and Task to which each equipment item applies. Note: TCEQ may disallow the cost of equipment purchased without prior approval.
## CONTRACTUAL EXPENDITURES (during this report period)

<table>
<thead>
<tr>
<th>SUBCONTRACTOR (NAME)</th>
<th>FOR</th>
<th>COST (THIS PERIOD)</th>
<th>TASKS</th>
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</table>

**TOTAL CONTRACTUAL EXPENDITURES** (must agree with line 10g on Form 20248)

*SUPPLEMENTAL DOCUMENTATION* is required for this section. List all subcontractor costs either incurred or paid during the period, including subcontractor name, description of activities performed, date(s) performed, costs, and related Tasks.

## CONSTRUCTION COSTS (during this report period)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PURPOSE</th>
<th>COST (THIS PERIOD)</th>
<th>TASKS</th>
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**TOTAL CONSTRUCTION EXPENDITURES** (must agree with line 10g on Form 20248) $  

* LEGIBLE RECEIPTS MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

## OTHER EXPENDITURES (during this report period)

<table>
<thead>
<tr>
<th>NUMBER PURCHASED</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
<th>TASKS</th>
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**TOTAL Other EXPENDITURES** (must agree with line 10g on Form 20248) $  

*SUPPLEMENTAL DOCUMENTATION (e.g., receipts, etc.) is not required to be attached to this form but must be maintained by the Performing Party in accordance with General Term and Condition 5.2. On this Supplemental form, list the description of the item or cost, cost, and Task to which each item or cost applies. Provide enough information in the description to enable the TCEQ to determine the allowability of cost.
PERSONNEL ELIGIBILITY LIST (PEL)

Performing Party: 

<table>
<thead>
<tr>
<th>Staff Name or &quot;Vacant&quot;</th>
<th>Position or Title</th>
<th>Date Added to PEL</th>
<th>Date Removed from PEL</th>
<th>% Time to Contract</th>
<th>Total Cost to Contract</th>
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<tbody>
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</tbody>
</table>
# BUDGET REVISION REQUEST FORM

**Purpose:** To document recipient organization’s proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

**Instructions:** Complete 1. - 8. Total the amounts in g., i., and k.

## 1. Recipient Organization (Name & Complete Address Including Zip Code):

## 2. Grant/ Contract Title:

## 3. Payee Identification No.:

## 4. TCEQ Contract No.:

## 5. Total Project/ Grant Period:

## 6. Budget Categories:

| a. Personnel/ Salaries |
| b. Fringe Benefits |
| c. Travel |
| d. Supplies |
| e. Equipment |
| f. Contractual |
| g. Construction |
| h. Other |
| i. Total Direct Costs (sum a - h) |
| j. Indirect Costs (___% x $ ___ Salary) |
| k. Total (sum i & j) |

## 7. Approved Budget

## 8. Change Requested (+ or -)

## 9. New or Revised Budget

## Justification (Attach additional sheets, if necessary):

***Budget Revision Request must contain all signatures to be approved/valid.***

| Signature of Recipient’s Representative | Date | Type or Printed Name and Title |
| Signature of TCEQ Project Manager | Date | Type or Printed Name and Title |
| Signature of TCEQ Contract Manager | Date | Type or Printed Name and Title |
Texas Commission on Environmental Quality

Release of Claims

________________________ hereby releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from any and all future claims arising under or by virtue of TCEQ Contract Number ____________________________.

________________________ further certifies that all subcontractors, suppliers, employees and any party which has performed or provided service for this contract has been paid in full and satisfied.

All services and tasks required to be completed under the referenced contract have been completed.

Prompt payment, therefore, of any and all funds which may have been "retained" by TCEQ in accordance with said contract is requested.

Executed on this ___________day of _________________, 20__.

By: ____________________________
   (signature)

________________________
   (name, typed or printed)

________________________
   (title)
PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT

☐ Final Report (Check only if the contract has ended and this is the last Performance Report)

Report Number: ___________________________________________ of ____________
Performing Party Name: ________________________________________
Project Name (if applicable): ______________________________________
Date of Last Report: ____________________________________________

Today’s Date: ________________________________________________
Evaluation Period: From ____________ to ____________
Contract No./ Purchase Order No: _________________________________
Phase (if applicable): __________________________________________
Date of Program’s Last Site Visit: ________________________________
(if applicable)

Brief Description of Activities (optional): ___________________________

<table>
<thead>
<tr>
<th>Performance Category</th>
<th>Ratings</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exceeds Expectations</td>
<td>Satisfactory Performance</td>
</tr>
<tr>
<td>Quality &amp; Accuracy</td>
<td>Score=3</td>
<td>Score=2</td>
</tr>
<tr>
<td>Timeliness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUB (for Quarterly Reporting, complete this portion only and return)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe)*</td>
<td></td>
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</tr>
</tbody>
</table>

*Requires an attachment describing category and rating description which corresponds.

Note: Please see reverse side for specific definitions for each performance category and an explanation for each score.

Evaluator's
Name: ____________________________________________
(Printed or Typed)

Division: ____________________________________________
Signature: ________________________________________

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PERFORMING PARTY's PERFORMANCE EVALUATION REPORT - Category Descriptions

<table>
<thead>
<tr>
<th>PERFORMANCE CATEGORY</th>
<th>EXCEEDS EXPECTATIONS (Score = 3)</th>
<th>SATISFACTORY PERFORMANCE (Score = 2)</th>
<th>MARGINAL PERFORMANCE (Score = 1)</th>
<th>UNSATISFACTORY PERFORMANCE (Score = 0)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Quality and Accuracy</strong></td>
<td>Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required.</td>
<td>Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.</td>
<td>Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.</td>
<td>Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.</td>
</tr>
<tr>
<td><strong>2. Timeliness</strong></td>
<td>All Tasks and Contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.</td>
<td>Some intermediate Task delays, not expected to cause major deadlines to be missed or to require Contract extension. Prior approval granted for any other delays.</td>
<td>Some major work performance delays caused (or expected to cause) delivery schedules to be missed.</td>
<td>Required work product not completed on time, due to factors that should have been under contractor's control.</td>
</tr>
<tr>
<td><strong>3. Reports</strong></td>
<td>All reports accurate and complete, as well as on time. No rewrites or additional information required.</td>
<td>Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.</td>
<td>Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports not later than 5 working days.</td>
<td>Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.</td>
</tr>
<tr>
<td>FOR HUB PROGRAM USE ONLY:</td>
<td>Contractor consistently meets or exceeds the HSP and/or GFE requirements.</td>
<td>Contractor satisfactorily meets the HSP and/or GFE requirements. Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.</td>
<td>Contractor marginally meets the HSP and/or GFE requirements. Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports frequently late.</td>
<td>Contractor did not adequately meet the HSP and/or GFE requirements. Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports habitually late.</td>
</tr>
</tbody>
</table>

*When the term HUB is used, include evaluation of Contractor's performance of DBE/MBE/WBE requirements.*
| 5. Communication | Contractor consistently maintains excellent standing with subcontractors, including timely payments. Works as a team member and is flexible and responsive to changes in circumstances or scope of work. | Contractor is usually flexible and responsive to changes in circumstances or scope of work. Generally maintains good standing with subs, and ensures that they are paid promptly. | Contractor is only intermittently responsive to changes in Contract scope or other circumstances. Marginal team player. Failed to make timely payments to subs on one or two occasions. | Not flexible to changes in scope or other circumstances. Not cooperative or accessible. Failed to maintain good standing with subs and failed to make payments on more than two occasions. |

| 6. Cost Control | Contractor took strong initiative to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget. | Contractor observed current cost levels; compared them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget. | Contractor sometimes failed to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget. | Contractor failed to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget. |

| 7. Technology | Contractor's demonstrated technical competence and/or expertise (including competence and expertise of subcontractors); plus contractor's innovativeness and willingness to apply; within the limitations of the Contract, new techniques or technologies. | Contractor is comfortable with and applies current proven technology. But is familiar with, and willing to use, latest techniques and solutions where such are appropriate. | Contractor is capable of applying current proven technology. Is aware of, but not experienced in the use of latest techniques and solutions. | Contractor usually uses more basic technology to solve Contract problems. Is aware of, but has little or no experience in the use of more current proven techniques and solutions. |

| 8. Other | DESCRIBE | DESCRIBE | DESCRIBE | DESCRIBE | DESCRIBE |