



**REGULAR MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
PUBLIC NOTICE OF BOARD OF DIRECTORS' MEETING  
WEDNESDAY, JUNE 23, 2021  
12:00 P.M.  
228 TEXAS AVENUE, SUITE A, NEW BOSTON, TX 75570**

*Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of the Riverbend Water Resources District will conduct a meeting; open to the public, on **Wednesday, June 23, 2021, at 12:00 p.m.**, at the Riverbend Water Resources District ("Riverbend") office, in the Conference Room located at 228 Texas Avenue, Suite A, New Boston, TX 75570.*

*The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.*

**A G E N D A**

**I. CALL TO ORDER & ROLL CALL**

**II. INVOCATION & PLEDGE**

**III. PUBLIC COMMENTS**

*The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must sign in on the public comment sheet. The time limit is five (5) minutes per speaker.*

**IV. CONSENT AGENDA ITEMS**

**A. Discussion and possible action regarding May 26, 2021 Regular Meeting minutes.**



V. REGIONAL ENTITY REPORTS

- A. Discussion and possible action regarding activities with Sulphur River Basin Authority.
- B. Discussion and possible action regarding activities with TexAmericas Center.
- C. Discussion and possible action regarding activities with REDI.

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

The Board of Directors will consider, discuss, and if appropriate, take action on the following item(s):

- A. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to execute an interlocal agreement for employees' health benefits with TML Health Benefits Pool.
- B. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into contract negotiations to complete the rehabilitation on wastewater drying beds.
- C. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to execute a contract with the Texas Water Development Board for funding for funding of the 6<sup>th</sup> cycle of regional water planning for the North East Texas Water Planning Group (Region D).

VII. RIVERBEND REPORTS

- A. Board Members
- B. Executive Director/CEO

VIII. EXECUTIVE SESSION

*The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this*



*agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.*

IX. NEXT REGULAR MEETING

Riverbend Regular Meeting, July 28, 2021 at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

X. ADJOURNMENT

Kyle Dooley

Kyle Dooley, Executive Director/CEO  
Riverbend Water Resources District

\*Persons with disabilities who plan to attend the RWRD Board of Directors' meeting and who may need auxiliary aids or services are requested to contact the RWRD Administrative Offices at (903) 831-0091, as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

**REGULAR CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
WEDNESDAY, APRIL 28, 2021**

**CONSENT AGENDA ITEM IV. A.  
May 26, 2021  
Regular Meeting Minutes**

**Regular Called Meeting  
Riverbend Water Resources District  
Board Meeting Minutes**

**May 26, 2021**

228 Texas Avenue, Suite A, New Boston, Texas 75570

**MINUTES**

**I. Call to Order, Roll Call, and Establishment of Quorum and Certification of Notice**

Pursuant to a notice posted on the District website, the Chair, Sonja Hubbard, President of the Board, called the meeting to order at 12:03 p.m.

**Directors Present:**

Sonja Hubbard, President  
Van Alexander, Treasurer  
Fred Milton, Past President

**Directors Absent:**

Tina Veal-Gooch, Vice President  
Marshall Wood, Secretary

**Administration Present:**

Kyle Dooley, Executive Director/CEO  
Eli Hunt, Operations Manager  
Tara Houck, CFO  
Becky Melton, Executive Assistant/HR Manager

**Public Present:**

Please see the attached list for additional guests.

**II. Invocation & Pledge**

Sonja Hubbard led the invocation and the pledge of allegiance.

**III. Public Comments**

None.

**IV. Consent Agenda Items**

**A. Discussion and possible action regarding April 28, 2021 Regular Meeting minutes.**

A single motion was made by **Fred Milton** and seconded by **Van Alexander** to approve the Consent Agenda Item as listed above. The motion passed unanimously.

## **V. Regional Entity Reports**

### **A. Discussion and possible action regarding activities with Sulphur River Basin Authority (SRBA).**

No report.

No action taken.

### **B. Discussion and possible action regarding activities with TexAmericas Center (TAC).**

Scott Norton, TAC Executive Director, provided that the TAC board authorized the sale of 170 acres on the TAC-East campus to a manufacturing company. Close date should be within the next two weeks. Prospect activity is still very good.

No action taken.

### **C. Discussion and possible action regarding activities with Ar-Tex REDI.**

Sonja Hubbard provided that REDI is working on a project to purchase land to extend the runway at Texarkana Airport to accommodate larger planes.

No action taken.

## **VI. Agenda Items for Individual Consideration**

### **A. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to report compliance with required cyber security training.**

Kyle Dooley provided information on a HB 3834 that passed in the Texas House of Representatives in June of 2019. This bill requires state and local governments to complete cybersecurity training annually. This year, the Texas House of Representatives further amended the government code with House Bill 1118 on May 18, 2021. This amendment requires appointed officials to also complete the training. The Texas Department of Information Resource (TxDIR) certified training programs for state and local governments to attend. Once the training is completed, the governing body of local governments must authorize a person to verify that the training has been completed by all employees and appointed officials.

A motion was made by **Van Alexander** and seconded by **Fred Milton** to approve **RESO 20210526-01** authorizing the Executive Director/CEO to report staff compliance with required cyber-security training. The motion passed unanimously.

### **B. Discussion and possible action regarding approval of a resolution authorizing the sale and or disposal of Riverbend Water Resources District Assets.**

Kyle Dooley provided that Riverbend has a need to dispose of assets that have reached their full potential and are no longer in use by the District. These assets are as follows:

<u>Description</u>	<u>Serial Number</u>
1999 SECA Jetter	6741
2010 Ford Ranger	1FTKR1AD7APA22365
2009 Ford Ranger	1FTYR10D09PA08945
Nissan Forklift	002385
Pressure Cleaner	(none)
Chlorine Process Analyzer	(none)
X Plant Clarifiers & Skimmer	(none)
Wastewater Control Cabinets	(none)
Water Study (Caney Lake)	(none)
Water Rights (Caney Lake)	(none)

Mr. Dooley provided that research will be made to determine the value of each item. They will then be sold at action or by other means.

Special note regarding the water rights at Caney Lake: In discussions with TexAmericas, they do not belong to Riverbend. However, in the transfer of the wet utility in 2016, they were on the depreciation schedule given to Riverbend. They will be returned to TexAmericas Center and they will return them to the state.

A motion was made by **Fred Milton** and seconded by **Van Alexander** to approve **RESO 20210526-02** authorizing the sale and or disposal of Riverbend Water Resources District Assets. The motion passed unanimously.

**C. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into an agreement with Ross Molina and Oliveros, P.C. for legal services related to the Regional Water System Project.**

Kyle Dooley provided that Pape Dawson submitted a request, as part of their duties as program manager, for Riverbend to consider entering into an agreement with Ross Molina and Oliveros, P.C. as our legal representative specific to the Regional Water System Project. They would be our representation regarding any real estate transactions if we need them, related to the water transmission pipeline; obtaining easements and things of that nature. The agreement must be between Riverbend and the firm as they will be representing Riverbend's interests in those transactions.

A motion was made by **Fred Milton** and seconded by **Van Alexander** to approve **RESO 202100526-03** authorizing the Executive Director/CEO to enter into an agreement with Ross Molina and Oliveros, P.C. for legal services related to the Regional Water System Project. The motion passed unanimously.

## **VII. Riverbend Reports**

### **A. Board Members**

No reports.

## **B. Executive Director/CEO**

VT Madhavan and Kim Keefer, with Pape Dawson, provided an update on the Regional Water System Project: In the last thirty days they have held a program kick-off with the Texas Water Development Board, the internal program kick-off with the many sub-consultants that will help push the program through; there was also a kick-off with the local lake team with the US Army Corps of Engineers (USACE). The design criteria manuals regarding the project are now in development: the program management plan, the program schedule, the risk register, water demands, constraints analysis, the preliminary route analysis, research is still being conducted, the PMIS dashboard is being developed as well, document management system in SharePoint, a draft of the program mission and vision will be sent to Kyle for review soon. They are also still working on the program charter. All of these items will be completed and sent to Kyle for review within the next thirty days. All sub-consultants are under contract except for one. Ms. Keefer informed the audience that any firms or vendors that are interested in gaining information on the program, please head to the Riverbend website and click on the link "Riverbend Regional Water Systems Improvements Program." This will lead you to the contact information for VT Madhavan. He will be the point of contact for the details on the program.

Kyle Dooley provided the following updates:

Water Rights Application with TCEQ: The few comments made by Riverbend regarding the draft permit have been addressed. In particular, it needed to be clear in the language in the permit application that this is a new permit, not an amendment to the current permit. As of May 21, 2021, the draft permit language has been approved by Riverbend. May 27, 2021 is still the projected date that the thirty-day public comment period will begin. Once the public comment period has concluded, the timeline of the issuance of the final water rights permit will be driven by the types of public comments received by TCEQ.

US Army Corps of Engineers (USACE)-Cultural Resources Study and Ultimate Rule Curve: The invoice for remainder of the funds needed to complete the study should be received by Riverbend by the end of May. The USACE is holding a virtual public scoping meeting June 3, 2021 from 6 p.m. to 8 p.m. Information regarding registering for that meeting is up on the Riverbend website.

Region D: The next meeting will be a pre-planning meeting to kick off the 6<sup>th</sup> water planning cycle. There is a notice that must go out to 900 or so stakeholders 30 days prior to that meeting to ensure all parties are properly notified.

No action taken.

## **VIII. Executive Session**

The board did not move into executive session.



## **IX. Next Riverbend Meetings**

Riverbend Regular Meeting, Wednesday, June 23, 2021 at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

## **X. Adjournment**

With no additional business to be discussed, a motion was made by **Fred Milton** and seconded by **Van Alexander** to adjourn the meeting at 12:27 p.m. The motion passed unanimously.

**The minutes of Riverbend Water Resources District Board of Directors meeting, April 28, 2021 were read and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

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**Sonja Hubbard, President**

**Attest:**

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**Kyle Dooley, Executive Director/ CEO**

**REGULAR CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
WEDNESDAY, APRIL 28, 2021**

**AGENDA ITEM VI. A.  
RWRD RESO 20210623-01  
TML Health Benefits**



**RIVERBEND RESOLUTION NO. 20210623-01**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE INTERLOCAL AGREEMENT(S) FOR EMPLOYEES HEALTH BENEFITS WITH TML HEALTH BENEFITS POOL**

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, Riverbend Water Resources District currently has an interlocal agreement with TML Health Benefits Pool for a health benefits plan including health reimbursement and retirement reimbursement for district employees; and

**WHEREAS**, Riverbend Water Resources District has a continued need for health benefits, health reimbursement arrangement, and retirement reimbursement arrangement services to support the operation and management of its wet utilities; and

**WHEREAS**, TML Health Benefits Pool provides said needed health reimbursement arrangement and retirement reimbursement arrangement services and is fully qualified and certified to perform these services; and

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director/CEO shall be and is hereby authorized to enter into interlocal agreement(s) with TML Health Benefits Pool to provide health benefits under the employee benefits pool, health reimbursement arrangement, and retirement reimbursement arrangement services for Riverbend Water Resources District.

**PASSED and APPROVED this 23<sup>rd</sup> day of June 2021**

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Sonja Hubbard, President

ATTEST:

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Marshall Wood, Vice President

Attached: TML Health Benefits Pool Plan Premium Options



MEDICAL COST PROJECTION  
Riverbend WRD - PRIVERB1  
05/27/21  
MEMBER OPTION

5/27/2021 8:20 AM

3%

Current Plan

2020-2021

Current Rates

P85-100-30 \$25 OV

80% / 50%

PPO

\$1,000 In Ded

\$1,250 Out Ded

\$3,000 In OOP

\$25 OV

DAW1&2 Rx Plan

\$651.20

\$1,321.94

\$1,140.18

\$2,040.86

EE  
EE + Spouse  
EE + Child(ren)  
EE + Family

New Plan Options

2021-2022

Option 1

3% Increase

Copay-1K-3K ER

80% / 50%

PPO (copay)

\$1,000 In Ded

\$2,000 Out Ded

\$3,000 In OOP

\$0 Tela Health Copay

\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay

DAW1&2 Rx Plan

\$670.74

\$1,361.60

\$1,174.40

\$2,102.10

EE  
EE + Spouse  
EE + Child(ren)  
EE + Family

Option 2

0.17% Increase

Copay-1K-4K ER

80% / 50%

PPO (copay)

\$1,000 In Ded

\$2,000 Out Ded

\$4,000 In OOP

\$0 Tela Health Copay

\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay

DAW1&2 Rx Plan

\$652.30

\$1,324.16

\$1,142.12

\$2,044.30

Option 2

Option 3

1.98% Decrease

Copay-1K-5K ER

80% / 50%

PPO (copay)

\$1,000 In Ded

\$2,000 Out Ded

\$5,000 In OOP

\$0 Tela Health Copay

\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay

DAW1&2 Rx Plan

\$638.28

\$1,295.72

\$1,117.58

\$2,000.38

Option 3

Option 4

1.18% Decrease

Copay-1500-3K ER

80% / 50%

PPO (copay)

\$1,500 In Ded

\$3,000 Out Ded

\$3,000 In OOP

\$0 Tela Health Copay

\$30 OV/\$45 SP/\$75 UC/\$500 ER Copay

DAW1&2 Rx Plan

\$643.52

\$1,306.34

\$1,126.74

\$2,016.78

Option 4

Please sign & date option chosen:

Signature / Date

Signature / Date

Signature / Date

Signature / Date

DAW1&2 Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The differential applies to all prescriptions purchased through this program when a generic alternate is available.

NonDAW Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay.

**THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND DO ONE OF THE FOLLOWING BY 06/25/2021:**

1. Scan an image of the signed member option and email it to [underwriting@tmlhb.org](mailto:underwriting@tmlhb.org), or
  2. Fax the signed member option to (512) 719-6541, attn: Underwriting
- THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 07/01/2021 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 10/01/2021.**



# Vision Selection Form



Vision Care Services	EyeMed STANDARD Benefit		EyeMed PREMIUM Benefit	
	IN NETWORK	OUT OF NETWORK Reimbursed UP TO:	IN NETWORK	OUT OF NETWORK Reimbursed UP TO:
Exam with Dilation as Necessary	\$0 Copay	\$65	\$0 Copay	\$65
Retinal Imaging	Up to \$39	N/A	Up to \$39	N/A
Exam Options				
Standard Contact Lens Fit & Follow-up	Up to \$40	N/A	\$0 Copay	\$40
Premium Contact Lens Fit & Follow-up	10% off retail price	N/A	\$0 Copay, 10% off retail, then apply \$40 allowance	\$40
Frames				
Any available frame at provider location	\$175 allowance, 20% off balance over \$175	\$125	\$225 allowance, 20% off balance over \$225	\$160
Standard Plastic Lenses				
Single Vision	\$10 Copay	\$30	\$0 Copay	\$40
Bifocal – Lined	\$10 Copay	\$50	\$0 Copay	\$60
Trifocal – Lined	\$10 Copay	\$70	\$0 Copay	\$80
Standard Progressive Lens	\$65 Copay	\$50	\$0 Copay	\$60
Premium Progressive Lens	FIXED PRICING includes lens copay Tier 1 - \$95 Tier 2 - \$105 Tier 3 - \$120 Tier 4 - \$185	\$50	FIXED PRICING includes lens copay Tier 1 - \$30 Tier 2 - \$40 Tier 3 - \$55 Tier 4 - \$175	\$60
Lens Options				
UV Treatment	\$15	N/A	\$15	N/A
Tint (Solid and Gradient)	\$15	N/A	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A	\$15	N/A
Standard Polycarbonate – Adults	\$40	N/A	\$0	\$5
Standard Polycarbonate – Kids under 19	\$0	\$5	\$0	\$5
Standard Anti-Reflective Coating	\$45	\$5	\$45	\$5
Premium Anti-Reflective Coating	Tier 1 - \$57 Tier 2 - \$68 Tier 3 - \$85	\$5	Tier 1 - \$57 Tier 2 - \$68 Tier 3 - \$85	\$5
Photochromatic/Transition – Plastic	\$75	N/A	\$75	N/A
Contact Lenses	Contact lenses in lieu of spectacle lenses only – member still able to use their frame benefit		Contact lenses in lieu of spectacle lenses only – member still able to use their frame benefit	
Elective Contact Lenses	\$175	\$125	\$225	\$160
Medically Necessary	Covered in full	\$210	Covered in full	\$210
Frequency				
Examination	Once every plan year		Once every plan year	
Lenses or Contact Lenses	Once every plan year		Once every plan year	
Frames	Once every plan year		Once every plan year	
	STANDARD PLAN		PREMIUM PLAN	
	OPTION A: Employer Paid		OPTION B: Employer Paid	
	Subscriber:	\$6.79	Subscriber:	\$9.86
	Subscriber + Family:	\$17.30	Subscriber + Family:	\$25.14
	OPTION C: Voluntary (Employee Paid)		OPTION D: Voluntary (Employee Paid)	
	Subscriber:	\$6.88	Subscriber:	\$9.99
	Subscriber + Family:	\$17.53	Subscriber + Family:	\$25.47
	OPTION E: Employer Paid		OPTION F: Employer Paid	
	Subscriber:	\$6.16	Subscriber:	\$8.93
	Subscriber + Spouse:	\$11.70	Subscriber + Spouse:	\$16.97
	Subscriber + Child(ren):	\$12.32	Subscriber + Child(ren):	\$17.86
	Subscriber + Family:	\$15.71	Subscriber + Family:	\$22.78
	OPTION G: Voluntary (Employee Paid)		OPTION H: Voluntary (Employee Paid)	
	Subscriber:	\$7.22	Subscriber:	\$10.47
	Subscriber + Spouse:	\$13.71	Subscriber + Spouse:	\$19.90
	Subscriber + Child(ren):	\$14.43	Subscriber + Child(ren):	\$20.94
	Subscriber + Family:	\$18.40	Subscriber + Family:	\$26.71





## Vision Selection Form



### Selection

<input type="checkbox"/>	<b>OPTION A:</b> EyeMed Standard Benefit (Employer Paid) – Two-tier Monthly Rates Subscriber Only: \$6.79      Subscriber + Family: \$17.30
<input type="checkbox"/>	<b>OPTION B:</b> EyeMed Premium Benefit (Employer Paid) – Two-tier Monthly Rates Subscriber Only: \$9.86      Subscriber + Family: \$25.14
<input type="checkbox"/>	<b>OPTION C:</b> EyeMed Standard Benefit – Voluntary (Employee Paid) – Two-tier Monthly Rates Subscriber Only: \$6.88      Subscriber + Family: \$17.53
<input type="checkbox"/>	<b>OPTION D:</b> EyeMed Premium Benefit – Voluntary (Employee Paid) – Two-tier Monthly Rates Subscriber Only: \$9.99      Subscriber + Family: \$25.47
<input type="checkbox"/>	<b>OPTION E:</b> EyeMed Standard Benefit – (Employer Paid) – Four-tier Monthly Rates Subscriber Only: \$6.16      Employee + Child(ren): \$12.32 Subscriber + Spouse: \$11.70      Employee + Family: \$15.71
<input type="checkbox"/>	<b>OPTION F:</b> EyeMed Premium Benefit – (Employer Paid) – Four-tier Monthly Rates Subscriber Only: \$8.93      Employee + Child(ren): \$17.86 Subscriber + Spouse: \$16.97      Employee + Family: \$22.78
<input type="checkbox"/>	<b>OPTION G:</b> EyeMed Standard Benefit – Voluntary (Employee Paid) – Four-tier Monthly Rates Subscriber Only: \$7.22      Employee + Child(ren): \$14.43 Subscriber + Spouse: \$13.71      Employee + Family: \$18.40
<input type="checkbox"/>	<b>OPTION H:</b> EyeMed Premium Benefit – Voluntary (Employee Paid) – Four-tier Monthly Rates Subscriber Only: \$10.47      Employee + Child(ren): \$20.94 Subscriber + Spouse: \$19.90      Employee + Family: \$26.71

Group Name: \_\_\_\_\_ Group Number: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**REGULAR CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
WEDNESDAY, APRIL 28, 2021**

**AGENDA ITEM VI. B.  
RWRD RESO 20210623-02  
Construction Contract**



**RIVERBEND RESOLUTION NO. 20210623-02**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO  
ENTER INTO NEGOTIATIONS AND EXECUTE AN INTERLOCAL  
AGREEMENT/CONTRACT WITH TEXARKANA CONCRETE CONSTRUCTION, INC.  
TO COMPLETE THE REHABILITATION ON WASTEWATER DRYING BEDS.**

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, Riverbend Water Resources District entered into an agreement with KSA Engineers, Inc. for design and construction management services for the rehabilitation two drying beds at the Ron Collins Wastewater facility; and

**WHEREAS**, the request for bids placed by KSA Engineers, Inc. via newspaper advertisement on May 23, 2021 and May 30, 2021 and via internet website posting to civcastusa.com yielded bids from Texarkana Concrete Construction, Inc. and Four Thirteen Construction; and

**WHEREAS**, Texarkana Concrete Construction, Inc. provided the lowest bid to rehabilitate two drying beds located at the Ron Collins Wastewater facility.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Riverbend Water Resources District hereby authorizes the Executive Director/CEO to execute an agreement for Construction Services with Texarkana Concrete Construction, Inc. to complete the construction on the rehabilitation on two drying beds located at the Ron Collins Wastewater facility. Any agreement must be reviewed and approved by general counsel.

**PASSED and APPROVED this 23<sup>rd</sup> day of June 2021**

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Sonja Hubbard, President

**ATTEST:**

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Marshall Wood, Secretary



Attached: Engineer recommendation letter and bid tabulation



June 16, 2021

Mr. Kyle Dooley  
Executive Director/CDO  
**Riverbend Water Resources District**  
225 Texas Ave., Suite A  
New Boston, TX 75503

*via email*

**Re: Riverbend Water Resources District  
X-Plant Drying Beds Rehabilitation  
Award Consideration and Bid Tabulation**

Dear Mr. Dooley:

Sealed bids were received, publicly opened, and read aloud for the above referenced project on Wednesday, June 16, 2021, at 2:00 P.M. at Riverbend WRD offices. A total of two (2) bids were received, as shown on the attached bid tabulation.

The notification and advertising process for this bid included advertisement in the local newspaper, electronic notifications to contractors and subcontractors known to perform this type of work, and presentation of the plans and specifications on [www.civcastusa.com](http://www.civcastusa.com).

Texarkana Concrete Construction, Inc. (TCC) of Texarkana, TX submitted the low bid in the amount of \$190,000.

From the review of the information provided in the bid proposal and prior experience with the Contractor, the low bidder appears qualified to perform the work required and is capable of successfully completing the project.

Sincerely,

**KSA**



Austin Lightle, P.E.  
Project Engineer

ACL/ss

Attachment: Bid Tabulation

cc: Eli Hunt, RWRD

# BID TABULATION

**Riverbend Water Resources District**  
**X-Plant Drying Beds Rehabilitation**  
**KSA Project No. RWR.009**  
**Bid Date: June 16, 2021**

1  
 Texarkana Concrete  
 Construction, Inc.  
 2416 S. Lake Dr.  
 Texarkana, TX 75501  
 903.276.7786

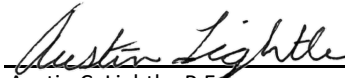
2  
 Four Thirteen, Inc.  
 PO Box 5848  
 Texarkana, TX 75505  
 903.832.5784

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>							
1.01	Mobilization, Insurance, and Bonds	LS	1	\$6,000.00	\$6,000.00	\$17,000.00	\$17,000.00
1.02	Storm Water Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
1.03	Care of Water During Construction	LS	1	\$2,500.00	\$2,500.00	\$800.00	\$800.00
1.04	Demolition of Existing Sludge Drying Beds	LS	1	\$11,105.00	\$11,105.00	\$16,000.00	\$16,000.00
1.05	Sand (0.75' layer)	CY	90	\$100.00	\$9,000.00	\$90.00	\$8,100.00
1.06	Pea Gravel (0.25' layer)	CY	35	\$150.00	\$5,250.00	\$115.00	\$4,025.00
1.07	Coarse Drain Gravel (1.25' min.)	CY	210	\$84.00	\$17,640.00	\$75.00	\$15,750.00
1.08	Concrete Lined Sludge Drying Beds	CY	95	\$1,125.00	\$106,875.00	\$1,300.00	\$123,500.00
1.09	Concrete Runners	CY	15	\$400.00	\$6,000.00	\$700.00	\$10,500.00
1.10	6-in Perforated PVC Underdrains	LF	252	\$50.00	\$12,600.00	\$33.00	\$8,316.00
1.11	6-in PVC Pipe	LF	32	\$30.00	\$960.00	\$33.00	\$1,056.00
1.12	Connection to Existing Drainline	EA	4	\$200.00	\$800.00	\$1,000.00	\$4,000.00
1.13	Cleanout Assembly	EA	4	\$500.00	\$2,000.00	\$600.00	\$2,400.00
1.14	Influent Piping Modifications	LS	1	\$4,270.00	\$4,270.00	\$8,000.00	\$8,000.00
<b>TOTAL BID AMOUNT</b>					<b>\$190,000.00</b>		<b>*\$221,947.00</b>

Compiled by:

**KSA**

TBPE Firm Registration No. F-1356

  
 Austin C. Lightle, P.E.

Project Engineer

**REGULAR CALLED MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
WEDNESDAY, APRIL 28, 2021**

**AGENDA ITEM VI. C.  
RWRD RESO 20210623-03  
TWDB Funding Contract**



**RIVERBEND RESOLUTION 20210623-03**

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A CONTRACT  
WITH THE TEXAS WATER DEVELOPMENT BOARD TO FUND  
THE 6<sup>th</sup> CYCLE OF REGIONAL WATER PLANNING**

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, on November 18, 2020, the Board approved a resolution authorizing the Executive Director/CEO to submit an application for consideration to perform all administrative duties for the North East Texas Regional Water Planning Group (Region D); and

**WHEREAS**, on December 16, 2020, the Region D board unanimously voted to approve Riverbend Water Resources District as the new political subdivision to perform all administrative duties for Region D; and

**WHEREAS**, as the Region D administrator, Riverbend Water Resources District has a need to obtain funding from the Texas Water Development Board for costs associated with the 6<sup>th</sup> cycle of regional water planning.

**NOW, THEREFORE, BE IT RESOLVED** that the District's Executive Director/CEO be and is hereby authorized to enter into a funding contract with the Texas Water Development Board. Any contract must be reviewed and approved by general counsel.

**PASSED AND APPROVED, this the 23<sup>rd</sup> day of June 2021**

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Sonja Hubbard, President

ATTEST:

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Marshall Wood, Secretary

Attached: Draft TWDB Funding Contract



STATE OF TEXAS

TWDB Contract No. 0000000000

COUNTY OF TRAVIS

RESEARCH AND PLANNING FUND

REGIONAL WATER PLANNING

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and Contractor Name, the political subdivision designated by the REGIONAL WATER PLANNING GROUP as its representative (hereinafter "CONTRACTOR"), is composed of two parts: Section I - Specific Conditions and Exceptions to the Standard Agreement; and Section II - Standard Agreement. In the event of any conflict, the terms and conditions set forth in Section I will prevail over terms and conditions in Section II.

**SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT**

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**ARTICLE I. DEFINITIONS:**

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

- A. TWDB – the Texas Water Development Board, or its designated representative.
- B. TWDB APPROVAL DATE – June 3, 2021
- C. COMMITTED FUNDS – \$0.00 is currently available to CONTRACTOR pursuant to the terms of this CONTRACT for development of the TECHNICAL MEMORANDUM and the REGIONAL WATER PLAN. The COMMITTED FUNDS include necessary and direct costs incurred on or after contract execution, and certain eligible costs related to Task 10 incurred on or after the CONTRACT INITIATION DATE.
- D. CONTRACT INITIATION DATE (START DATE)– February 1, 2021
- E. CONTRACTOR – Contractor Name
- F. DEADLINE FOR CONTRACT EXECUTION – August 31, 2021
- G. EXECUTIVE ADMINISTRATOR – the Executive Administrator of TWDB or a designated representative.
- H. TECHNICAL MEMORANDUM – a memorandum to be prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR in accordance with 31 Texas Administrative Code §§ 357.10(34) and 357.12(c).

- I. TECHNICAL MEMORANDUM DEADLINE – March 4, 2024
- J. INITIALLY PREPARED REGIONAL WATER PLAN – the Regional Water Plan to be initially prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR for comments pursuant to the CONTRACT.
- K. INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE (PROJECT COMPLETION DATE) – March 3, 2025
- L. REGIONAL WATER PLAN – a plan including any amendments that have been adopted by the REGIONAL WATER PLANNING GROUP and that meets the requirements contained in Texas Water Code § 16.053 and 31 Texas Administrative Code Chapters 357 and 358 and is submitted to TWDB for approval.
- M. FINAL REGIONAL WATER PLAN DEADLINE – October 20, 2025.
- N. FIRST REIMBURSEABLE EXPENSE DATE – The first day that work performed under this CONTRACT is eligible for reimbursement will be the CONTRACT INITIATION DATE for limited administrative costs associated with public notices. For activities involving technical work under this CONTRACT, the eligible reimbursement date will be the date that the required public meeting to receive preplanning input from the public is held by the REGIONAL WATER PLANNING GROUP per 31 Texas Administrative Code §357.12(a) and following the TWDB APPROVAL DATE. TWDB will not reimburse expenses associated with Exhibit A, Scope of Work, until after contract execution.
- O. FINAL REIMBURSEABLE EXPENSE DATE – The last day that work performed under this CONTRACT is eligible for reimbursement will be February 27, 2026.
- P. FINAL PAYMENT REQUEST DEADLINE – The latest day that the final payment request may be submitted for reimbursement will be April 30, 2026.
- Q. CONTRACT EXPIRATION DATE – This CONTRACT expires on August 31, 2026. The last day that any budget amendment requests may be submitted under the CONTRACT will be July 31, 2026.
- R. REGIONAL WATER PLANNING AREA – **Region X, Name,** designated under Texas Water Code § 16.053 and 31 Texas Administrative Code § 357.11.
- S. REGIONAL WATER PLANNING GROUP – **Region X, Name,** Regional Water Planning Group, designated under and in compliance with Texas Water Code §16.053 and 31 Texas Administrative Code § 357.11 to develop regional water plans.
- T. STATE WATER PLANNING DATABASE – A database developed and maintained by TWDB that stores data related to water planning. It is used to collect, analyze, and disseminate regional and statewide water planning data.

- U. TOTAL PROJECT COST – The full appropriation anticipated to be received over the five-year planning cycle for necessary and direct planning costs for development of the REGIONAL WATER PLAN.
- V. PAYMENT REQUEST SCHEDULE – A minimum of quarterly.

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**ARTICLE II. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT.**

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- A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

At the time of the execution of this CONTRACT, TWDB was not appropriated sufficient funds for CONTRACTOR to complete the REGIONAL WATER PLAN. TWDB hereby makes available to CONTRACTOR pursuant to the terms of this CONTRACT an amount sufficient to complete the initial Scope of Work. If additional funds are appropriated to TWDB for the purpose of making grants for preparation of regional water plans, the EXECUTIVE ADMINISTRATOR and CONTRACTOR may amend this CONTRACT to provide additional COMMITTED FUNDS and an additional Scope of Work to complete preparation of the TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN.

If at any time the EXECUTIVE ADMINISTRATOR determines that there will not be sufficient additional appropriated funds to complete the REGIONAL WATER PLAN, the EXECUTIVE ADMINISTRATOR will either issue an order to terminate this CONTRACT pursuant to the terms of Section II, Article VII or negotiate amendments to the scope of work. CONTRACTOR agrees to use its best efforts to timely negotiate any required amendments.

This CONTRACT does not require CONTRACTOR to incur costs beyond those that can be paid with COMMITTED FUNDS. However, this provision does not relieve the REGIONAL WATER PLANNING GROUP from its duty under Texas Water Code § 16.053 to prepare a regional water plan.

- B. Other provisions specific to each region: None.
- C. Exhibit D – *Guidelines for 2026 Regional Water Plan Data Deliverables*, is currently being updated and will be incorporated once the final document is developed by TWDB.

**SECTION II. STANDARD AGREEMENT**

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**ARTICLE I. RECITALS**

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Whereas, CONTRACTOR has been designated by the REGIONAL WATER PLANNING GROUP as its representative to enter into Contracts with TWDB for financial assistance to develop a REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA; and

Whereas, CONTRACTOR applied to TWDB for a planning grant to develop a REGIONAL WATER PLAN; and

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

Whereas, on TWDB APPROVAL DATE, TWDB approved CONTRACTOR's application for financial assistance;

Now, therefore, TWDB and CONTRACTOR agree as follows:

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**ARTICLE II. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED**

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- A. CONTRACTOR must develop a TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA according to:
  - 1. Exhibit A – Initial Scope of Work
  - 2. Exhibit B – Task and Expense Budgets
  - 3. Exhibit C – General Guidelines for Development of the 2026 Regional Water Plans
  - 4. Exhibit D – Guidelines for 2026 Regional Water Plan Data Deliverables
  - 5. Exhibit E – Original Application (cover pages as a reference to the full, original grant application)
- B. The EXECUTIVE ADMINISTRATOR will provide technical assistance to CONTRACTOR within available resources if such assistance is requested for performing regional water planning activities; and, as necessary, will facilitate resolution of conflicts within the REGIONAL WATER PLANNING AREA or between regions.
- C. CONTRACTOR must provide for public participation in the planning process as specified in Texas Water Code § 16.053 and 31 Texas Administrative Code § 357.21.
- D. CONTRACTOR must provide its best efforts as determined by the EXECUTIVE ADMINISTRATOR to produce a REGIONAL WATER PLAN that has been adopted by the REGIONAL WATER PLANNING GROUP and that was developed in accordance with the statutory and rule requirements identified in this CONTRACT.
- E. CONTRACTOR must obtain prior approval of the REGIONAL WATER PLANNING GROUP for all potentially feasible water management strategies and water management strategy projects to be evaluated as part of the REGIONAL WATER PLAN development.

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**ARTICLE III. SCHEDULE, REPORTS, AND OTHER PRODUCTS**

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- A. CONTRACTOR must execute this CONTRACT on or before the DEADLINE FOR CONTRACT EXECUTION or TWDB's commitment to pay COMMITTED FUNDS will be rescinded.



- B. This CONTRACT begins on the CONTRACT INITIATION DATE and expires on the CONTRACT EXPIRATION DATE.
- C. CONTRACTOR must provide written progress reports according to the PAYMENT REQUEST SCHEDULE with each payment reimbursement request or release of advance funds. The progress reports must include:
1. a brief statement of the overall progress made since the last progress report for each task budget item;
  2. a brief description of any problems that have been encountered during the previous reporting period that may affect the project, delay the timely completion of any portion of this CONTRACT, or inhibit the completion of or cause a change in any of the project's products or objects; and
  3. a description of any action CONTRACTOR plans to take to correct any problems that have been encountered or identified.
- D. CONTRACTOR must complete the TECHNICAL MEMORANDUM according to Article II, Paragraph A of this Section. CONTRACTOR must submit the TECHNICAL MEMORANDUM to the REGIONAL WATER PLANNING GROUP for approval at a REGIONAL WATER PLANNING GROUP meeting. After such approval, CONTRACTOR must submit the TECHNICAL MEMORANDUM to the EXECUTIVE ADMINISTRATOR, if the REGIONAL WATER PLANNING GROUP authorizes such submittal. CONTRACTOR must deliver two electronic copies of the TECHNICAL MEMORANDUM, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the TECHNICAL MEMORANDUM DEADLINE.

CONTRACTOR must populate TWDB's state water planning database with associated data, prior to submission of the TECHNICAL MEMORANDUM in accordance with this CONTRACT.

The TECHNICAL MEMORANDUM DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on the EXECUTIVE ADMINISTRATOR's initiative or upon a written request received from CONTRACTOR, at least thirty (30) days prior to the deadline, stating good cause for the extension.

TWDB will not accept a TECHNICAL MEMORANDUM or consider it administratively complete until the associated data in TWDB's state water planning database is complete and accurate, and the required database reports are included in the TECHNICAL MEMORANDUM in accordance with this CONTRACT.

After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the TECHNICAL MEMORANDUM based on administrative completeness. If the TECHNICAL MEMORANDUM is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR needs to take to have the TECHNICAL MEMORANDUM accepted.

In the event CONTRACTOR has produced a TECHNICAL MEMORANDUM that, despite CONTRACTOR'S best efforts, has not been authorized for submittal by the REGIONAL WATER PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.

- E. CONTRACTOR or CONTRACTOR's representative (e.g., Subcontractor) must attend at least one state water planning database training session provided by TWDB staff at times and locations to be determined by TWDB.
- F. CONTRACTOR must complete the INITIALLY PREPARED REGIONAL WATER PLAN according to Article II, Paragraph A of this Section. CONTRACTOR must submit the INITIALLY PREPARED REGIONAL WATER PLAN to the REGIONAL WATER PLANNING GROUP and allow the REGIONAL WATER PLANNING GROUP to conduct a public hearing to receive and consider comments on the INITIALLY PREPARED REGIONAL WATER PLAN. CONTRACTOR must submit the adopted and certified INITIALLY PREPARED REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR after the REGIONAL WATER PLANNING GROUP authorizes such submittal. The REGIONAL WATER PLANNING GROUP may submit the INITIALLY PREPARED REGIONAL WATER PLAN prior to the required public hearing but must assure the EXECUTIVE ADMINISTRATOR that the hearing will be completed in time to meet the FINAL REGIONAL WATER PLAN DEADLINE for submission of an adopted REGIONAL WATER PLAN. CONTRACTOR must deliver two (2) bound double-sided copies and two electronic copies of a INITIALLY PREPARED REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE. The EXECUTIVE ADMINISTRATOR will provide any written comments to CONTRACTOR within 120 calendar days.

CONTRACTOR must populate the state water planning database, including resolution of data checks and appeals, by the INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE, in accordance with this CONTRACT. CONTRACTOR must incorporate the required online planning database reports from the state water planning database within the submitted INITIALLY PREPARED REGIONAL WATER PLAN in accordance with this CONTRACT.

The INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on their own initiative or upon written request received from CONTRACTOR at least thirty (30) days prior to the deadline, stating good cause for the extension.

- G. CONTRACTOR must include a copy of the EXECUTIVE ADMINISTRATOR's comments on the INITIALLY PREPARED REGIONAL WATER PLAN in the adopted REGIONAL WATER PLAN, with a summary of all other comments received on the INITIALLY PREPARED REGIONAL WATER PLAN, including written explanations of how the REGIONAL WATER PLAN was revised in response to comments or why changes recommended in a comment were not warranted.

CONTRACTOR must submit:

- one (1) electronic copy of all files on which the plan is based (e.g. spreadsheets, maps);
- two (2) electronic copies of the entire REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format. In compliance with 1 Texas Administrative Code Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites, Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference, which can be found at: <https://www.w3.org/WAI/WCAG21/quickref/>), the electronic copy of the REGIONAL WATER PLAN must comply with the requirements and standards specified in statute; and,
- six (6) bound, double-sided copies of the REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR no later than the FINAL REGIONAL WATER PLAN DEADLINE.

- H. CONTRACTOR must make corrections, updates, or modifications, to the TWDB state water planning database, as necessary, prior to the FINAL REGIONAL WATER PLAN DEADLINE in accordance with this CONTRACT. TWDB will not accept a REGIONAL WATER PLAN or consider it administratively complete until the associated data in TWDB's state water planning database is complete and accurate and the relevant state water planning database reports are included in the REGIONAL WATER PLAN. CONTRACTOR also must transfer copies of all data and reports generated by the planning process and used in developing the REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR no later than the FINAL REGIONAL WATER PLAN DEADLINE. The REGIONAL WATER PLAN and the data collected and transmitted for the REGIONAL WATER PLAN must be prepared in the format and according to specifications prescribed in Regional Water Planning Guidance Documents to this CONTRACT. In the event CONTRACTOR has produced a REGIONAL WATER PLAN, that despite CONTRACTOR'S best efforts has not been adopted by the REGIONAL WATER PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.
- I. Delivery of a REGIONAL WATER PLAN that meets statutory and rule requirements as determined by the EXECUTIVE ADMINISTRATOR on or before the FINAL REGIONAL WATER PLAN DEADLINE constitutes completion of the terms of this CONTRACT by CONTRACTOR.
- J. After a 90-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the adopted final REGIONAL WATER PLAN. If the final plan is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR must take to have the adopted final REGIONAL WATER PLAN accepted and the retainage released.
- K. ANNUAL AUDIT. During the term of this CONTRACT, TWDB reserves the right to request that CONTRACTOR submit an annual audit of the general purpose financial

statements prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant.

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#### **ARTICLE IV. COMPENSATION AND REIMBURSEMENT**

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- A. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the COMMITTED FUNDS for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT, as specified in Section I, Article I.
- B. Eligible expenses incurred by CONTRACTOR from the FIRST REIMBURSEABLE EXPENSE DATE through FINAL REIMBURSEABLE EXPENSE DATE will be reimbursed by TWDB. CONTRACTOR will be eligible for reimbursement only for the categories set forth in the budget for this CONTRACT. All requests for reimbursement must be accompanied by copies of invoices and receipts. TWDB will reimburse the actual expenses allowed herein during the term of the CONTRACT.
- C. Requests for Advance or Reimbursement for Subcontractor Expenses. Requests for advance or reimbursement for subcontractor expenses will only be considered where such subcontracts or agreements have been determined by the EXECUTIVE ADMINISTRATOR to be consistent with the terms of this CONTRACT. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB, particularly in regard to ownership of data, are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under CONTRACTOR's subcontracts or agreements and is merely a third-party beneficiary of the same. CONTRACTOR is fully responsible for paying all eligible charges by subcontractors prior to reimbursement by TWDB.

Each subcontract or agreement must include a task and expense budget estimate in a format similar to Exhibit B to this CONTRACT, 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. The subcontracts and agreements must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. The subcontracts and agreements must provide that in the event of any conflict with the provisions of this CONTRACT the provisions of the CONTRACT will prevail. In addition, each subcontract or agreement that in any manner involves the collection or manipulation of data must include the provisions in Paragraph D of this Article below.

- D. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services, including 31 TAC § 355.92(d). Expenses incurred under subcontracts or agreements that have not been approved by the EXECUTIVE ADMINISTRATOR or do not otherwise comply with the terms of this CONTRACT are not eligible for reimbursement.

- E. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the amount billed in any one task or expense category does not exceed 35 percent of the total authorized amount for the task or expense budget category, with the exception of funds allocated to the expense budget category Subcontractor Services. Larger deviations require submission of a written request and approval by the REGIONAL WATER PLANNING GROUP and the EXECUTIVE ADMINISTRATOR or designee, which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount. Associated shifts in amounts between budget task and expense categories authorized under this paragraph will not change the COMMITTED FUNDS amount. For all reimbursement billings, including any SUBCONTRACTOR expenses, EXECUTIVE ADMINISTRATOR must have determined that the SUBCONTRACTS between CONTRACTOR and SUBCONTRACTOR(s) are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by SUBCONTRACTOR(s) prior to reimbursement by TWDB.
- F. CONTRACTOR and its SUBCONTRACTOR(s) must maintain and retain all records relating to the performance of the CONTRACT, including supporting fiscal documents adequate to ensure that claims for funds are in accordance with applicable State of Texas requirements. These records must be maintained and retained by CONTRACTOR for a period of four (4) years after the CONTRACT expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. TWDB reserves the right to direct CONTRACTOR to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.
- G. CONTRACTOR must provide information to an entity or person who is independent of CONTRACTOR and who is selected by the REGIONAL WATER PLANNING GROUP sufficient to allow that person or entity to routinely provide reports of expenses and use of planning funds to the REGIONAL WATER PLANNING GROUP. The person to whom the information is provided may be a member of the REGIONAL WATER PLANNING GROUP. CONTRACTOR must allow such person or entity full access to all records relating to this CONTRACT, including all financial records.

**Method of Payment: [CONTRACTORS must make a choice between Option 1 and 2 – final contract documents will only contain the language associated with the selected choice. Please notify your TWDB planner of selected option]**

**Method of Payment: Advance [Option 1]**

- H. Within thirty (30) days after the execution of this CONTRACT, the EXECUTIVE ADMINISTRATOR will advance to CONTRACTOR twenty percent of the COMMITTED FUNDS, unless CONTRACTOR requests and the EXECUTIVE ADMINISTRATOR approves advances of less than twenty percent.



- I. All advanced funds received must be deposited into an interest-bearing account by CONTRACTOR.
- J. When CONTRACTOR has paid expenses equal to ninety (90) percent of the previous advance, CONTRACTOR may submit a written request to the EXECUTIVE ADMINISTRATOR for another twenty percent advance of the COMMITTED FUNDS (or less if requested by CONTRACTOR and approved by the EXECUTIVE ADMINISTRATOR). CONTRACTOR must attach to the request a written progress report described in Article III, Paragraph C of this Section, a listing of actual expenses incurred and documents showing payment of such expenses (including those for force labor activities valued at rates consistent with those ordinarily paid for similar work in CONTRACTOR's organization), and statements or documents showing any interest earned on the previous advance. Any interest earned by CONTRACTOR will be considered part of TWDB's payment of COMMITTED FUNDS and used only for COMMITTED FUNDS.
- K. Within thirty (30) days of approving the request, the EXECUTIVE ADMINISTRATOR will advance another twenty percent of the COMMITTED FUNDS, up to ninety-five percent of the total COMMITTED FUNDS. The remaining five percent of COMMITTED FUNDS (retainage) will be held until CONTRACTOR submits a REGIONAL WATER PLAN, as described in Article III, Paragraphs G and H of this Section. If the EXECUTIVE ADMINISTRATOR determines that CONTRACTOR has utilized its best efforts to have a REGIONAL WATER PLAN adopted by the REGIONAL WATER PLANNING GROUP for submittal to TWDB, but has been unable despite those best efforts to do so, the EXECUTIVE ADMINISTRATOR has the discretion to release the five percent retainage.
- L. CONTRACTOR must submit payment requests and documentation for reimbursement in accordance with the approved task and expense budgets contained in Exhibit B to this CONTRACT. For all reimbursement billings, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of all CONTRACTS or agreements between CONTRACTOR and the SUBCONTRACTOR(s). CONTRACTOR is fully responsible for paying all eligible charges by SUBCONTRACTOR(s) prior to reimbursement by TWDB.
- M. The written progress report required by Article III, Paragraph C of this Section, and the following documentation for the COMMITTED FUNDS, must be submitted by CONTRACTOR to the EXECUTIVE ADMINISTRATOR in support of its requests for reimbursement. CONTRACTOR must submit a progress report and the following documentation for the COMMITTED FUNDS for the reporting period:
  - 1. Completed and Signed Payment Request Checklist which includes the following:
    - (a) TWDB CONTRACT Number;
    - (b) Total expenses for the billing period; beginning (date) to ending (date);
    - (c) Total Services for this billing period;
    - (d) Total In-kind services;

- (e) Less Local Share of the COMMITTED FUNDS for the billing period;
  - (f) Total of TWDB's share of the COMMITTED FUNDS for the billing period;
  - (g) Amount of retainage to be withheld for the billing period;
  - (h) Total costs to be reimbursed by TWDB for the billing period; and
  - (i) Certification, signed by 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.
2. For direct expenses incurred by CONTRACTOR other than subcontracted work:
- (a) 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 such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
  - (b) Copies of invoices for other expenses.
3. For direct expenses incurred by CONTRACTOR for subcontracted work:
- (a) Copies of invoices from the SUBCONTRACTOR(S) to CONTRACTOR
  - (b) 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 such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the SUBCONTRACTOR(S); and
  - (c) Copies of invoices for other expenses.
4. For travel expenses for CONTRACTOR and/or subcontractor(s):
- (a) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, which will be reimbursed at rates authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. Receipts required for lodging. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: <https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>
  - (b) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
  - (c) All other reimbursable travel expenses - invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
5. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.
6. If for some reason the reimbursement request cannot be processed due to the

need for an amendment to the CONTRACT, CONTRACTOR must resubmit the Payment Request Checklist dated after the execution of the amendment.

- N. CONTRACTOR must provide a final reconciliation of expended amounts under the CONTRACT. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR'S final accounting of the amounts expended by CONTRACTOR and the amounts advanced by the TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR, and any interest earned but not expended on such approved expenses. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will reimburse the difference, provided the reimbursement does not exceed the COMMITTED FUNDS.

**Method of Payment: Reimbursement [Option 2]**

- H. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the COMMITTED FUNDS available for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. TWDB will reimburse CONTRACTOR up to ninety-five percent of the total COMMITTED FUNDS. The five percent retainage will be held until CONTRACTOR submits a REGIONAL WATER PLAN, as described in Article III, Paragraphs G and H of this section. If the EXECUTIVE ADMINISTRATOR determines that CONTRACTOR has utilized its best efforts to have a REGIONAL WATER PLAN adopted by the REGIONAL WATER PLANNING GROUP for submittal to TWDB, but has been unable despite those best efforts to do so, the EXECUTIVE ADMINISTRATOR has the discretion to may release the five percent retainage.
- I. CONTRACTOR must submit payment requests and documentation for reimbursement in accordance with the approved task and expense budgets contained in Exhibit B to this CONTRACT. For all reimbursement billings, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of all contracts or agreements between CONTRACTOR and SUBCONTRACTOR(s). CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.
- J. The written progress report required by Article III, Paragraph C of this Section, and the following documentation for the COMMITTED FUNDS, must be submitted to the EXECUTIVE ADMINISTRATOR in support of CONTRACTOR's requests for advances. CONTRACTOR must submit a progress report and the following documentation for the COMMITTED FUNDS for the reporting period.
1. Completed and Signed Payment Request Checklist which includes the following:
    - (a) TWDB CONTRACT Number;
    - (b) Total expenses for the billing period; beginning (date) to ending (date);
    - (c) Total Services for this billing period;
    - (d) Total In-kind services;
    - (e) Less Local Share of the COMMITTED FUNDS for the billing period;
    - (f) Total of TWDB's share of the COMMITTED FUNDS for the billing period;



- (g) Amount of retainage to be withheld for the billing period;
    - (h) Total costs to be reimbursed by the TWDB for the billing period; and
    - (i) Certification, signed by 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.
  - 2. For direct expenses incurred by CONTRACTOR other than subcontracted work:
    - (c) 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 such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
    - (d) Copies of invoices for other expenses
  - 3. For direct expenses incurred by CONTRACTOR for subcontracted work:
    - (d) Copies of invoices from the subcontractors to CONTRACTOR
    - (e) 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 such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the Subcontractor; and
    - (f) Copies of invoices for other expenses
  - 4. For travel expenses for CONTRACTOR and/or SUBCONTRACTOR(s) –
    - (a) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, which will be reimbursed at rates authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded. Receipts required for lodging. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: <https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>
    - (b) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
    - (c) All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
  - 5. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.
  - 6. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
- K. CONTRACTOR will provide a final reconciliation of expended amounts under the

CONTRACT. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR'S final accounting of the amounts expended by CONTRACTOR and the amounts reimbursed by TWDB to CONTRACTOR, the EXECUTIVE ADMINISTRATOR will reimburse the difference provided the reimbursement does not exceed the COMMITTED FUNDS.

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

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- A. "Use" of a work product, whether a Contractor Work, a Subcontractor Work or otherwise, means and includes, without limitation, 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.
- B. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether a Contractor Work, a Subcontractor Work 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.
- C. "Dissemination" includes, without limitation, 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.
- D. TWDB has 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 CONTRACTOR and SUBCONTRACTOR in, or otherwise resulting from, the performance of services under this CONTRACT.
- E. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and Subcontractor(s) using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or in 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.
  - 1. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.
  - 2. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and are works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or in part.

3. If the Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership interest in such works to TWDB as they are created in whole or in part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest in the Contractor Works to TWDB after creation in whole or in part of such works, and to provide written documentation of such conveyance upon request by TWDB.
  4. TWDB and CONTRACTOR acknowledge that the copyright in and to a copyrightable Contractor Work exists upon creation of the Contractor Work and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.
  5. TWDB and CONTRACTOR each have full and unrestricted rights to use a Contractor Work with No Compensation Obligation.
- F. For purposes of this Article, "Subcontractor Works" include all work product developed in whole or in part by or on behalf of SUBCONTRACTOR(S) engaged by CONTRACTOR to perform work for or on behalf of CONTRACTOR under this CONTRACT (or by the SUBCONTRACTOR'S SUBCONTRACTOR(S) hereunder, and so on). CONTRACTOR must secure in writing from any SUBCONTRACTOR(S) so engaged:
1. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of 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:
  2. assignment by SUBCONTRACTOR to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with CONTRACTOR) of all Subcontractor Works, with No Compensation Obligation; or
  3. grant by SUBCONTRACTOR of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
- G. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or its SUBCONTRACTOR(s) 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:
1. any application made for patent must include and name TWDB (and, as applicable and desired by them, both CONTRACTOR and the SUBCONTRACTOR(S)) as co-owners of the patented work;
  2. no patent granted will in any way limit, or be used by CONTRACTOR or SUBCONTRACTOR(S) to limit or bar 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 Subcontract or the use of funds provided hereunder; and
3. TWDB (and, if applicable, CONTRACTOR) has No Compensation Obligation to any other co-owners or licensees of any such patented work.
- H. CONTRACTOR must include terms and conditions in all CONTRACTS or other engagement agreements with any SUBCONTRACTOR(S) as are necessary to secure these rights and protections for TWDB; and must require that its Subcontractors include similar such terms and conditions in any CONTRACTS or other engagements with its Subcontractors. For the purposes of this section, "SUBCONTRACTOR(S)" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
- I. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its SUBCONTRACTOR(S) pursuant to this CONTRACT or Subcontract or using any funding provided by TWDB may be reproduced in any media, forms or formats by TWDB or 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. CONTRACTOR may utilize such work products as it deems appropriate, including dissemination of such work products or parts thereof under its own name, provided that any TWDB copyright is noted on the materials.
- J. CONTRACTOR agrees to acknowledge TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

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## ARTICLE VI. SUBCONTRACTS

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Each Subcontract entered into to perform required work under this CONTRACT must contain the following information and provisions:

- A. **Contract Dates** – There must be a starting date and ending date for work under the Subcontract.
- B. **Contract Amount** – The subcontract must list the total dollar value.
- C. **Terms of Reimbursement** – Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that TWDB does not reimburse "handling costs" (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract will be reimbursed at the current rate for State of Texas employees, which can be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>
- D. **Scope of Work** – The terms of the scope of work must be consistent with the scope of work of the CONTRACT.
- E. **Task Budget** – as appropriate. The task budget must be consistent with the task budget specified in the TWDB CONTRACT.

- F. **Expense Budget** – as appropriate. The expense budget must be consistent with the expense budget specified in the TWDB CONTRACT.
- G. **Signatures** – Each subcontract must be executed appropriately by signature, by each party to the agreement.
- H. **State Auditor's Right to Audit** - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- I. **Financial Records:** SUBCONTRACTOR(s) and any contracted parties must maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of TWDB. Accounting by the SUBCONTRACTOR(s) and any contracted parties must be in a manner consistent with generally accepted accounting principles.
- J. **Excess Obligations Prohibited/No Debt Against the State:** Any SUBCONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
- K. **License, Permits, and Insurance:** For the purpose of this SUBCONTRACT, SUBCONTRACTOR is an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. SUBCONTRACTOR must obtain all necessary insurance, in the judgment of the SUBCONTRACTOR, to protect itself, CONTRACTOR, TWDB, and employees and officials of TWDB from liability arising out of this SUBCONTRACT. SUBCONTRACTOR must indemnify and hold TWDB and the State of Texas harmless, to the extent SUBCONTRACTOR 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 SUBCONTRACTOR, arising out of the activities under this SUBCONTRACT. SUBCONTRACTOR must be solely and entirely responsible for procuring all necessary licenses and permits which may be required for the SUBCONTRACTOR to perform the subject work.
- L. **Ownership:** It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this SUBCONTRACT and developed by SUBCONTRACTOR pursuant to this SUBCONTRACT will become the joint property of the REGIONAL WATER PLANNING GROUP, CONTRACTOR,

SUBCONTRACTOR, and the Texas Water Development Board. These materials must not be copyrighted or patented by the SUBCONTRACTOR. SUBCONTRACTOR agrees that neither the REGIONAL WATER PLANNING GROUP nor the Texas Water Development Board are parties to this SUBCONTRACT and agrees that these entities have no liability under the terms of this SUBCONTRACT. The Texas Water Development Board is solely a third-party beneficiary under this SUBCONTRACT.

- M. **Compliance with TWDB Rules and State Law:** SUBCONTRACTOR must comply with TWDB rules and adhere to all requirements in state law pertaining to the procurement of professional services.

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## ARTICLE VII. AMENDMENT, TERMINATION, AND STOP ORDERS

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- A. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to CONTRACTOR. The EXECUTIVE ADMINISTRATOR may terminate this CONTRACT if the REGIONAL WATER PLANNING GROUP withdraws its designation of CONTRACTOR as the CONTRACT representative of the REGIONAL WATER PLANNING GROUP. Upon receipt of such termination notice, CONTRACTOR must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. CONTRACTOR must submit a statement showing in detail the work performed under this CONTRACT up to the date of termination. TWDB, at its discretion, will pay CONTRACTOR for the work actually performed under this CONTRACT, less all payments that have been previously made and any approved by the EXECUTIVE ADMINISTRATOR to conclude the CONTRACT. Thereupon, copies of all work accomplished under this CONTRACT must be delivered promptly to TWDB.
- B. Any request to amend the CONTRACT Scope of Work (Exhibit A) must be submitted in writing by CONTRACTOR to TWDB following approval by the REGIONAL WATER PLANNING GROUP [31 TAC § 357.12(a)(3)].
- C. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work and cancel all orders under to this CONTRACT, unless the Stop Work Order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by CONTRACTOR of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

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## ARTICLE IX. LICENSES, PERMIT, AND INSURANCE

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- A. For the purpose of this CONTRACT, CONTRACTOR is an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions.
- B. CONTRACTOR is solely and entirely responsible for procuring all necessary licenses and permits which may be required for CONTRACTOR to perform the subject work.



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## ARTICLE X. SEVERANCE PROVISION

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

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## ARTICLE XI. GENERAL TERMS AND CONDITIONS

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### 1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.
- C. **Excess Obligations Prohibited/No Debt Against the State.** This Contract is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds
- D. **False Statements.** If CONTRACTOR signs its application with a false statement or it is subsequently determined that CONTRACTOR has violated any of the representations, guarantees, warranties, certifications or affirmations included in its application, CONTRACTOR will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.
- E. **Force Majeure.** Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the

specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

- G. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- H. **Public Information Act.** CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- I. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

## 2. STANDARDS OF PERFORMANCE



- A. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- C. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas 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. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.
- F. **Contract Administration.** TWDB will designate a contract manager for this CONTRACT. The contract manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's contract manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the final REGIONAL WATER PLAN, payment requests, schedules, financial and budget administration, and similar matters. The contract manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
- G. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's

governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

- H. **Open Meetings.** CONTRACTOR must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

### 3. AFFIRMATIONS AND CERTIFICATIONS

- A. **Antitrust Affirmation.** CONTRACTOR represents and warrants that, in accordance with Texas Government Code § 2155.005, neither CONTRACTOR nor any firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as CONTRACTOR.
- B. **Child Support Obligation Affirmation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Texas Family Code § 231.006, contractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
- C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
- D. **Debts and Delinquencies Affirmation.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.

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

If Section 669.003 applies, CONTRACTOR must provide the following information:

Name of Former Executive:

\_\_\_\_\_  
Name of State Agency:

\_\_\_\_\_  
Date of Separation from State Agency:

\_\_\_\_\_  
Position with Contractor:

\_\_\_\_\_  
Date of Employment with Contractor:

- I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), CONTRACTOR certifies that neither CONTRACTOR nor any person or entity represented by CONTRACTOR has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

- J. **Foreign Terrorist Organizations.** CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- K. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- L. **Lobbying Prohibition.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- M. **No Conflict of Interest.** CONTRACTOR represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.
- O. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

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**ARTICLE XII. CORRESPONDENCE**

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

For **TWDB:**

**Contract Issues:**

Texas Water Development Board  
Attention: Procurement & Contract  
Services  
P.O. Box 13231  
Austin, Texas 78711-3231  
Email: [contracts@twdb.texas.gov](mailto: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](mailto:invoice@twdb.texas.gov)

**Physical Address:**

Stephen F. Austin Building  
1700 N. Congress Avenue, 6<sup>th</sup> Floor  
Austin, Texas 78701

For **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.

TEXAS WATER DEVELOPMENT BOARD

**CONTRACTOR**

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Jeff Walker  
Executive Administrator

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Name  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

