

Texas Commission on Environmental Quality
WORK ORDER UNDER THE CONTRACT BETWEEN TCEQ AND CONTRACTOR:
Eastern Research Group, Inc.

AMENDMENT NUMBER 01 TO Work Order No. 582-04-65589-05-06

Contract No. 582-04-65589

Contract Amount \$500,000.00

FY06 Contract Balance \$100,000.00

FY05 Work Order Amount (before this amendment) \$100,000.00

FY06 Amendment Amount: \$80,000.00

New Work Order Amount (after this amendment): \$180,000.00

Contract Balance (After this Work Order Amendment): \$20,000.00

Time Line

No change

Purpose

No additional Purpose information or requirements are provided under this Work Order amendment.

Background

No additional Background information or requirements are provided under this Work Order amendment.

References

No additional Reference information or requirements are provided under this Work Order amendment.

Total Amount of this Work Order

Total amount of this Work Order shall not exceed the amended amount shown on the face of this Work Order as changed by this Work Order Amendment, unless the amount is changed by a subsequent Work Order Amendment.

SCOPE OF WORK

No change

II. SUMMARY OF DELIVERABLES

No change

Copies

Five copies of each draft and final report shall be provided and one of the copies should be a loose-bound original suitable for copying. Electronic copies of all text, graphic, spreadsheet files, or models used in the preparation of any documents related to the project reports, to document results and conclusions (e.g., sampling data, work files, etc.), or developed as work products under this contract shall be supplied at the conclusion of the project or earlier, as requested by the TCEQ project manager. The software standards at the TCEQ in word processing and spreadsheet software are WordPerfect 8.0, PDF formats and QuattroPro 8.0 or a software version to be negotiated at the time of the specific Work Order. Please be certain that all electronic copies of documentation are supplied in these formats or are saved in a format that can be imported in such a way that the document or spreadsheet quality does not suffer. Where conversions from one spreadsheet or one word processing format to another result in changes in the formatting that detract from the presentation quality at minimum or result in significant work in trying to restore the documents or spreadsheets to presentation quality, the work produced will not be deemed acceptable to TCEQ under this contract.

Availability for Questions

The contractor shall report to TCEQ staff weekly on the progress of the project. The contractor will report progress by deliverable in an agreed upon format.

Percentage of Work, If Any, To Be Performed by TCEQ

All tasks and deliverables (all work) must be completed by the Contractor, except for specific items, if any, listed here:

None.

Models and Software to be Used by Contractor

The following models and software shall be used by the Contractor. The Contractor may propose additional or substitute models or software in the Work Plan. (In the event models and software are identified in the Tasks above but not here, this Work Order shall be construed as if such models or software were also spelled out in this space; in the event of a conflict between the models and software identified in the Tasks above and those identified here, it shall be resolved by taking the most likely meaning given the totality of the Work Order, but if that is not possible, then the model or software described in this section shall prevail).

None.

Models, Reports, or Other Data to be Supplied to the Contractor by TCEQ

TCEQ will not supply any models, reports, or other data except for specific items, if any, listed here:

None.

Quality Assurance/Quality Control (QA/QC) Procedures

A discussion of the quality assurance/quality control procedures to be followed by the Contractor's staff shall be included in the Work Plan. All work must be completed in accordance with the QA/QC procedures specified in the Work Plan, the Contract, and the specific requirements, if any, listed below:

III. CONTRACTOR KEY PERSONNEL REQUIRED FOR THIS WORK ORDER

No change

IV. CONTACTS FOR PARTIES

No Change

INSTRUCTIONS TO CONTRACTOR

The contractor project manager shall provide TCEQ with a Work Plan document within 14 days of the date of this Work Order. The Work Plan document shall contain the following pieces of information and any others deemed necessary by TCEQ to address the intent of the Work Order (e.g., figures, tables, work products, processes, deliverables etc.) Each of the sections shall be named or titled using the following headings:

1. **PRINCIPAL INVESTIGATOR(S):** The name(s) of the principal investigator(s) assigned to the Work Order and the names of alternate personnel in the event the principal investigator is unavailable to perform assigned tasks;
2. **KEY PERSONNEL:** The contractor staff to be assigned to the Work Order must be personnel who have been approved as key personnel under the contract; if a person who has not been approved is submitted, the contract procedures for approval of substitute personnel must be followed;
3. **QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES;**
4. **TIME LINE:** The schedule for the project described by the Work Order (if there is a conflict with the time line included in the Work Order, the contractor shall bring this to the attention of TCEQ staff);

5. BUDGET: The budget for the Work Order (the budget submitted shall be sufficiently detailed to allow TCEQ to easily determine the hours, prices, and personnel, by classification, related to each task and deliverable, and shall also include a total for the proposed Work Plan);
6. TECHNICAL APPROACH/METHOD: The technical approach/method for the Work Plan shall contain detailed descriptions of the tasks and deliverables and the dates that deliverables shall be provided to the TCEQ by contractor;
- 6a. PROJECT MILESTONES & WORK BREAKDOWN STRUCTURE;
7. MODELS AND SOFTWARE TO BE USED BY CONTRACTOR: Models, software, and any other tools in addition to those already specified in the Work Order to be used to complete the project described in the Work Order, and the documentation procedures where applicable (these may be at the suggestion of the TCEQ or may be part of the methodology proposed by the contractor to complete the Work); If a substitute model is proposed, contractor must clearly identify that it is being proposed as a substitute and explain why if it is not specifically approved by TCEQ as a substitute, contractor must use the models and software specified in the Work Order;
8. MISCELLANEOUS INFORMATION OR ELEMENTS; and
9. SIGNATURE BY CONTRACTOR: The contractor shall have the Work Plan document signed and dated by a person with the authority to bind the contractor to the performance of the Work Plan (please include the title and printed name of the person signing the Work Plan). The Work Plan shall include the contractor's company/organization name in a prominent place on the Work Plan document and the contractor's name shall also appear above the contractor's signature block.

The TCEQ staff shall review the contractor's Work Plan and either make comments and suggest changes or shall approve the Work Plan as prepared by the contractor. Following approval of the Work Plan by TCEQ, the contractor will be issued a Notice to Proceed and work shall commence on the date indicated in the Notice to Proceed. The contractor's Work Plan, after it is accepted, shall become an attachment, an Exhibit, of the Work Order and all terms and conditions in the contract regarding the Work Order document shall also apply to the Work Plan as an Exhibit of the Work Order.

Work Order No. **582-04-65589-05-06** is issued to the contractor as of the date shown below. The amount shown as "Work Order Amount" in the heading of this Work Order is the maximum amount to be paid to the contractor under this Work Order unless a Work Order amendment is issued by TCEQ raising that amount.

V. SPECIAL REQUIREMENTS / INSTRUCTIONS TO CONTRACTOR:

3. No additional INSTRUCTIONS under this section are provided under this Work Order amendment. Following approval of the revised Work Plan by TCEQ, the Contractor will be issued a Notice to Proceed and work shall commence on the date indicated in the Notice to Proceed. The Contractor's revised Work Plan, after it is accepted, shall become an attachment, an Exhibit, of the Work Order and shall supersede any prior Work Plan, and all terms and conditions in the contract regarding the Work Order document shall also apply to the Work Plan as an Exhibit of the Work Order.

TCEQ:

Texas Commission on Environmental Quality

By: _____
(Authorized Signature)

David C. Schanbacher, P.E.
(Printed Name)

Chief Engineer
(Title)

Date: _____

Texas Commission on Environmental Quality

WORK ORDER UNDER THE CONTRACT BETWEEN TCEQ AND CONTRACTOR: Eastern
Research Group, Inc.

Work Order No. 582-04-65589-05-06

NOTICE TO PROCEED

Contract No. 582-04-65589

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The TCEQ issued Amendment No. 1 to Work Order No. 582-04-65589-05-06 to the Contractor on _____ . The TCEQ staff has reviewed and approved the Contractor's revised Work Plan submitted in response to TCEQ's Work Order Amendment and is hereby incorporating the revised Work Plan as an Exhibit to TCEQ's Work Order. The TCEQ is now providing the Contractor with a Notice to Proceed with the work described in the amended Work Order and revised Work Plan. The work may begin on the date this Notice to Proceed is executed by the TCEQ.

TCEQ:

Texas Commission on Environmental Quality

By:

(Authorized Signature)

David C. Schanbacher, P.E.

(Printed Name)

Chief Engineer

(Title)

Date: