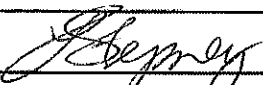

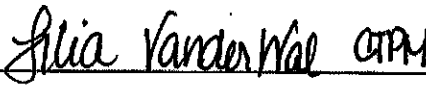


**Texas Commission on Environmental Quality (TCEQ)**

**Clean Water Act (CWA) Section 319(h) Categorical Nonpoint Source (NPS) Grant Agreement**

**CONTRACT SIGNATURE PAGE**

Contract Name:		Arroyo Colorado Watershed Protection Plan (WPP) Update	
Contract Number:		582-13-30048	
Grantee:		Texas AgriLife Research on behalf of the Texas Water Resource Institute (TWRI)	
Grantee Identification Number:		74-6000541	
Maximum TCEQ Obligation: \$ 476,001.00		Effective Date: Date of last signature	Expiration Date: 8/31/2015
<p>TCEQ, an agency of the State of Texas, and TWRI, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, the Interagency Cooperation Act, the Interlocal Cooperation Act, and the Texas Water Code §§ 5.124 and 5.229.</p> <p>The Parties agree: to be effective, the Contract must be signed by an authorized official of TCEQ and TWRI; as authorized by TCEQ, TWRI will conduct Grant Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; TWRI is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by TCEQ for its own convenience with 10 days' written notice.</p>			
Grant Number: 905012		CFDA Number: 66.460	
Parties to the Contract:		TCEQ Texas AgriLife Research on behalf of the TWRI	
By (Authorized Signature)		 	
Printed Name:		L'Oreal W. Stepney, P.E.      Craig Nessler	
Title:		Deputy Director      Director	
Date of Signature:		10/10/12      9/11/12	
Procurement and Contracts Representative :			
Printed Name:		Lilia VanderWal, CTPM	
Date:		9/17/12	

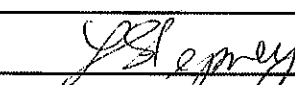
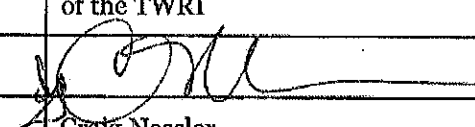

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By (Authorized Signature)		
Printed Name:	L'Oreal W. Stepney, P.E.	Craig Nessler
Title:	Deputy Director	Director
Date of Signature:	10/10/12	9/11/12
Procurement and Contracts Representative :		
Printed Name:	Lilia VanderWal, CTPM	
Date:	9/17/12	



## Intergovernmental Cooperative Reimbursement Contract

### CONTRACT DOCUMENTS

The Contract between TCEQ and TWRI is composed of the Contract Documents listed on this page and marked by an "X." Documents on this list include all Amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest Amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Special Terms and Conditions
X	Federal Section (Including Federal Conditions and Completed Forms)
	Documents Created during the Contract: Work Orders/Proposal for Grant Activities. For Umbrella Contracts/Grants, the following order takes precedence, with the most important first; all of which are subject to control by the latest Amendment:
	Work Order / Proposal for Grant Activities
	Notice to Proceed / Notice to Commence
	TCEQ Approved Work Plan / Grant Activity Description
X	Grant Activities ("Scope of Work")
X	General Terms and Conditions
X	Contract Budget
X	Project Representatives and Records Location
X	Attachment A – Financial Status Report
X	Attachment B – Grantee Performance Evaluation Report
X	Attachment C – Release of Claims
X	Attachment D – Personnel Eligibility List

## GRANT ACTIVITIES

### Problem/Need Statement:

The Arroyo Colorado (Figure 1) currently has low dissolved oxygen (DO) levels within the tidal segment, and therefore does not meet the aquatic life use designated by the State of Texas and described in the Texas Surface Water Quality Standards. In addition, bacteria has been a parameter of concern, and in 2006, the Arroyo was identified as impaired due to high bacteria levels. With the majority of the watershed being agricultural (cropland) and urban acreage, it is easy to attribute high nutrient contents to those land uses. In addition to this, the urban landscape is rapidly growing, increasing the threat for bacterial impairments.

The Arroyo Colorado WPP: Phase I currently in place was created to address these impairments, but will primarily address low DO in the tidal segment (Segment 2201) of the Arroyo Colorado. The WPP was published in 2007, before the 2008 U.S. Environmental Protection Agency (EPA) *Handbook for Developing Watershed Plans to Restore and Protect our Waters*. There are missing EPA 9 key element components that are not outlined in the WPP such as loading reductions, which are required by EPA to accept the WPP. It is the goal of this project to quantify loading reductions, update the WPP, and provide a roadmap for achieving water quality standards.

### General Project Description:

This project will establish loading reductions (nutrients and bacteria) and milestones for the tidal and non-tidal segments of the Arroyo Colorado, as well as, provide updated milestones and management measures. Load reduction benefits to DO in the Arroyo Colorado Tidal segment will be estimated through a state-of-the-art modeling system that links a watershed model to a hydrodynamic and water quality model (H/WQ). Predictions from the modeling system will be the basis for determining new milestones, timelines, and management measures needed to update the WPP. All of the following work will be building upon previous efforts to restore water quality in the Arroyo Colorado Watershed.

Through this project, water quality monitoring will be conducted to meet calibration and validation needs for the H/WQ model. Proposed monitoring sites are shown in Figure 2. The monitoring will include three synoptic events and deployment of one long-term water level recording site. Synoptic events are to occur between April and August, which is the time period of most frequent occurrences of depressed DO, with a minimum of three weeks between events; one synoptic event will attempt to capture conditions immediately following or during rainfall-runoff conditions, and all other events will be preceded by two weeks without significant rainfall influences, to the degree weather allows. The Soil and Water Assessment Tool (SWAT), a watershed model that predicts watershed nutrient loadings and changes in loadings with different management measures and Best Management Practices (BMPs), will be utilized, as well as, the H/WQ component to predict DO in the tidal segment of the water body. The modeling system results will be used to determine the expected load reductions and resulting DO levels from management measures specified in the current WPP. Throughout all phases of the modeling process, results and predictions that are to be used in decision processes will be presented to local stakeholders to ensure participation, accuracy, and confidence in the data being used. It is important that all data is accurate since SWAT and H/WQ modeling results are essential components to the update of the WPP. Finally, the current WPP will be assessed to determine if additional BMPs are needed to achieve water quality standards in the Arroyo Colorado Tidal segment. A Draft and Final revised WPP will then be produced, by sections, under a timeline established by project partners, to guide continued implementation efforts that improve water quality in the Arroyo Colorado.

**1. Project Goals:**

- The intent of this project is to determine loading reductions needed for the revised WPP that will achieve EPA's 9 Key Elements for Watershed-Based Plans and receive TCEQ and EPA acceptance of the WPP. The current plan does not contain specific loading reductions required to meet water quality standards and these additions will be crucial to obtaining the plan's overall objective.
- The watershed will be characterized by assessing sources and causes of pollution utilizing available data, collecting data, and conducting modeling to assist in management decisions.
- The project team is dedicated to developing new relationships, as well as, maintaining relationships already established with stakeholders. Being involved in the WPP Process, stakeholder and organization "buy-in" will be much more effective in the implementation phase of the plan.

The accomplishment of the above goals will provide measurable loading reductions and BMPs needed to restore water quality.

**Figure 1: Arroyo Colorado Watershed**

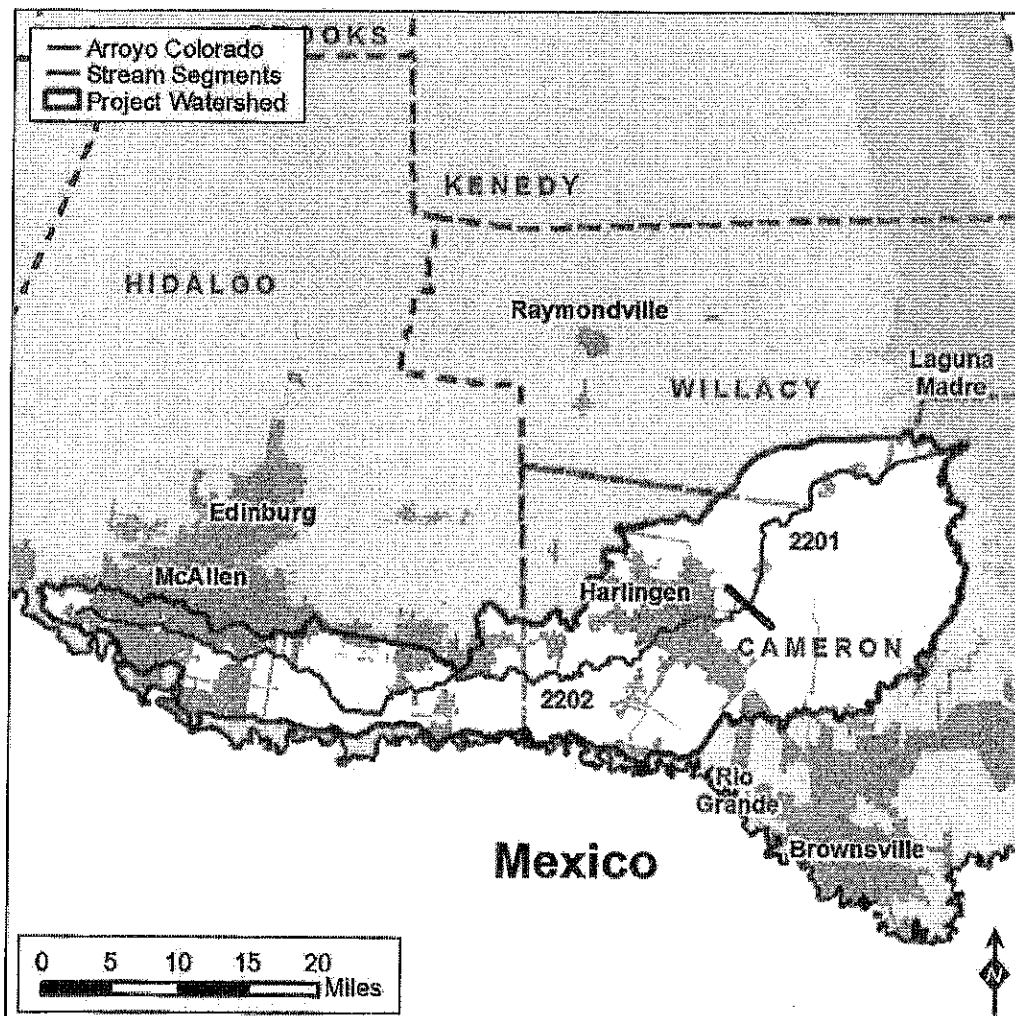
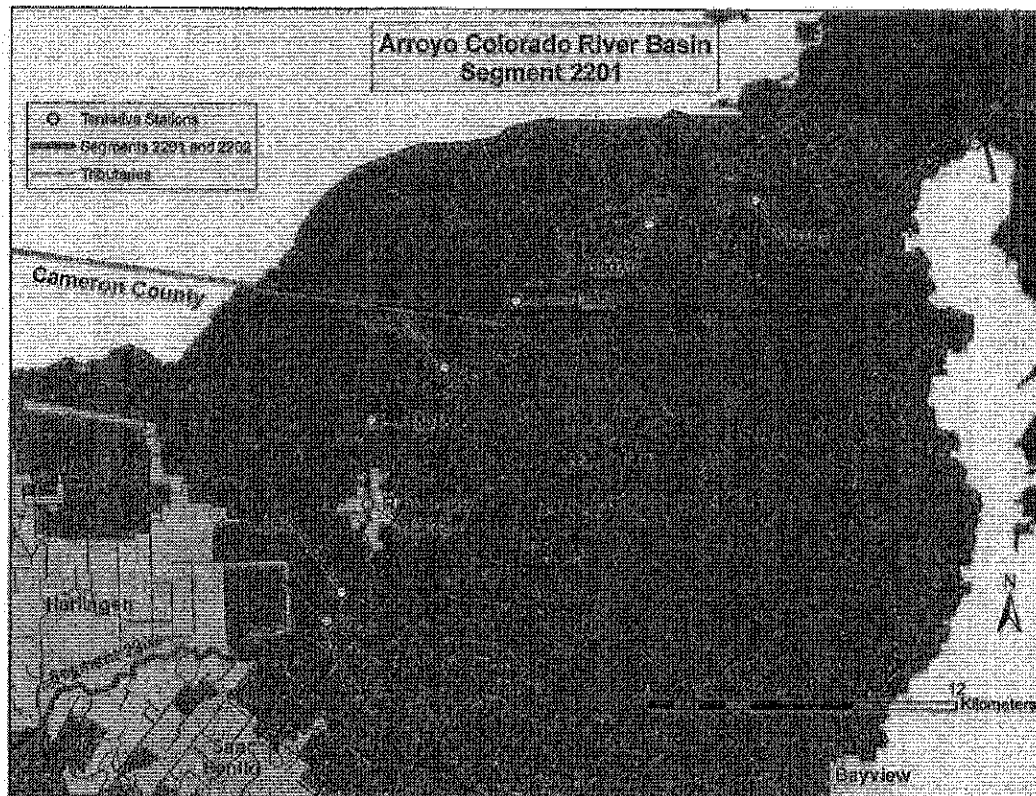


Figure 2: Proposed Monitoring Sites



## Project Tasks

### Task 1: Project Administration

**Objective:** TWRI will effectively administer, coordinate, and monitor all work performed under this project including technical and financial supervision.

**Subtask 1.1: Project Oversight** – TWRI will provide technical and fiscal oversight of the staff and/or subgrantee(s)/subcontractor(s) to ensure Tasks and Deliverables are acceptable and completed as scheduled and within budget. With the TCEQ Project Manager's authorization, TWRI may secure the services of subgrantee(s)/subcontractor(s) as necessary for technical support, repairs, and training. Project oversight status will be provided to TCEQ with the Quarterly Progress Reports (QPRs).

**Subtask 1.2: QPRs** – TWRI will submit QPRs to the TCEQ Project Manager by the 15th of the month following each state fiscal quarter for incorporation by TCEQ into the Grant Reporting and Tracking System (GRTS). The QPRs are to include the following:

- a status of deliverables for each task; and
- a brief narrative description in QPR format.

**Subtask 1.3: Contract Communication** – TWRI will participate in a post-award orientation meeting with TCEQ within 30 days of contract execution. TWRI will maintain regular telephone and/or email communication with the TCEQ Project Manager regarding the status and progress of the project in regard to any matters that require attention between QPRs. Matters that must be communicated to the TCEQ Project Manager include, but are not limited to:

- notification a minimum of 14 days before TWRI has scheduled public meetings or events, initiated construction, or other major task activities; and
- notification within 48 hours regarding events or circumstances that may require changes to the Budget, Scope of Work, or Schedule of Deliverables.

**Subtask 1.4: Coordination Meeting with EPA** – TWRI will attend a project update and coordination meeting with EPA in Dallas to share progress on goals, measures of success, challenges, and opportunities mid-way through the project.

**Subtask 1.5: Annual Report Article** – TWRI will provide an article for the *Nonpoint Source Annual Report* upon request by TCEQ. The article will include a brief summary of the project and describe the activities of the past fiscal year.

#### Deliverables:

- QPRs; and
- an Annual Report Article.

### Task 2: Quality Assurance

**Objective:** TWRI will update and amend the applicable Quality Assurance Project Plans (QAPPs). QAPPs were developed under TCEQ Contract 582-9-77095.

**Subtask 2.1: Comply with applicable QAPPs** – The applicable QAPPs include:

### **Acquired Data QAPP**

Tasks/Subtasks covered under this QAPP:

- Tasks 2, 5, 6, 7

Tasks/Subtasks not covered under this QAPP:

- Tasks 1, 3, 4

### **QAPP for Monitoring**

Unless authorized by TCEQ, monitoring projects that include *Escherichia coli* (*E. coli*) sampling are required to have samples processed by a laboratory that is accredited by TCEQ and whose accreditation at the time the analysis are performed include the matrices, methods, and parameters of analysis within an eight hour time-frame for regulatory samples and twenty four hour time-frame for non-regulatory samples.

Tasks/Subtasks covered under this QAPP:

- Tasks 2, 3

Tasks/Subtasks not covered under this QAPP:

- Tasks 1, 4, 5, 6, 7

### **QAPP for Modeling**

Tasks/Subtasks covered under this QAPP:

- Tasks 2, 4

Tasks/Subtasks not covered under this QAPP:

- Tasks 1, 3, 5, 6, 7

**Subtask 2.2: QAPP Update** – TWRI will work with Texas Institute of Applied Environmental Research (TIAER), Texas AgriLife Blackland Research Center (BREC), and the University of Texas at Brownsville (UTB) to provide draft updates to TCEQ 90 days prior to the end of the effective period of their QAPPs. TCEQ will also work directly with TIAER, BREC, and UTB regarding updating and developing the QAPPs.

**Subtask 2.3: QAPP Amendments** – TWRI will work with TIAER, BREC, and UTB to document all Amendments to their QAPPs and the reasons for the changes. Their Quality Assurance Officers will forward the revised pages to everyone on the QAPP distribution list. TWRI, TIAER, BREC, and UTB will review and incorporate all changes into revised QAPPs during the annual revision process or will submit an Amendment to the QAPP 120 days prior to the scheduled initiation of changes or additions to the activities listed in the current QAPP. The Amendments will be submitted to TCEQ for approval.

### **Deliverables:**

- Draft and Final QAPP Annual Updates; and
- Draft and Final QAPP Amendments.

**Task 3: Water Monitoring**

**Objective:** TWRI will conduct water monitoring primarily in the Arroyo Colorado Tidal (Segment 2201). The main purpose of this monitoring effort is to obtain data for model calibration and validation under Task 4 with a secondary purpose of increasing understanding of physical, chemical, and biological conditions during the season when depressed DO is most often observed in Segment 2201.

**Subtask: 3.1: Data Collection for Synoptic Events** – Data will be collected at a minimum of 9 sites (identified under TCEQ Contract No. 582-9-77095; see Figure 2 for tentative sites) and three synoptic events will be performed by UTB. The synoptic events will be conducted within the period of May-August 2013 (the season when depressed DO has most frequently been observed). Each synoptic event will consist of the following:

- At each site, deploy a near-surface multiprobe to record physicochemical parameters (DO, water temperature, pH, and specific conductance) at a minimum of 30-minute intervals and for a duration of at least 25-hours (i.e., the duration of a typical tidal cycle).
- For any site with a thalweg depth greater than 2 meters, deploy a near-bottom multiprobe simultaneously in a buoyed array with the near-surface multiprobe to record the same physicochemical parameters at the same time interval and of the same duration.
- At three sites along the length of the Arroyo Colorado Tidal (e.g., sites 16142, 15566, 13782 in Figure 2) establish water-level recorders to collect data at a minimum of 30-minute increments for the duration of the 25-hour deployment of the multiprobe(s).
- At each site, obtain three sets of vertical profile data of physicochemical parameters at 1-meter intervals; first and third sets collected at times of deployment and retrieval of the 25-hour multiprobe(s), and the second set collected at some time near the middle of the 25-hour deployment.
- During the collection of the second set of vertical profile data at each site, obtain water samples near-surface and, if thalweg water depth is greater than 2 meters, near-bottom for analysis (as described in Subtask 3.5).
- During the time of collection of each set of vertical profile data and only at the most upstream site, which will be located just upstream of the Arroyo Colorado Tidal (e.g., site 13074 in Figure 2), obtain a stream flow measurement.

**Subtask: 3.2: Long-Term Continuous Water Level Recording** – A long-term water level recorder (temporary tide gage) set to store data at a 30-minute interval will be established by UTB in the vicinity of the downstream terminus of the Arroyo Colorado and the Gulf Intracoastal Waterway West (GIWW). The tide gage will operate for multiple months, beginning prior to the first synoptic monitoring event and ending after the last synoptic monitoring event.

**Subtask: 3.3: Data Submittal** – UTB will submit data in a form consistent with TCEQ formatting requirements for upload into the Surface Water Quality Monitoring Information System (SWQMIS). UTB will submit the data to TWRI, who will submit the data to the TCEQ Project Manager. The data will also be submitted by TWRI to TIAER for use in Task 4. All data submittals will occur within 90-days of completion of the last synoptic event.

**Subtask: 3.4: Task Report** – A Task Report will be written summarizing project activities conducted in this task and will be included in the Final Report.

**Subtask: 3.5: Water Sample Analysis** – Ana Lab will perform the following laboratory analyses: 5-day carbonaceous biochemical oxygen demand (5-day CBOD, 20-day CBOD), total organic carbon, total Kjeldahl nitrogen, total ammonia, total nitrite+nitrate nitrogen, total phosphorus, orthophosphate

phosphorus, chlorophyll-a, pheophytin-a, total suspended solids, volatile suspended solids, and total dissolved solids for each sample. Chlorophyll-a and pheophytin-a are not required on near-bottom samples. This Subtask is to occur for each sample collected under Task 3.1 for each of the three (3) synoptic events.

**Deliverables:**

- Data submittals;
- Status of monitoring in QPRs; and
- A Task Report.

**Task 4: Calibrate/Validate and Apply Modeling System**

**Objective:** TWRI, with assistance from TIAER and BREC, will enhance and apply a fully dynamic, hydrodynamic, and water quality modeling system capable of accurately simulating and predicting DO concentrations in the Arroyo Colorado Tidal Segment (2201). The modeling system results will be used to determine the expected load reductions and resulting DO levels from management measures specified in the WPP.

**Subtask 4.1: Calibration and Validation H/WQ Modeling Component** – TIAER will calibrate and validate the H/WQ modeling component with existing data described and synthesized in the historical data review report (developed under a FY 2008 Amendment to TCEQ Contract No. 582-9-77095) and data obtained from the water monitoring in Task 3. Predictions provided through applications of SWAT by BREC will be used as the H/WQ model pollutant load and stream flow input for the time periods included in the calibration and validation process (Subtask 4.2).

**Subtask 4.2: SWAT Scenarios** – BREC will perform SWAT modeling to develop the pollutant loading for the time periods needed in calibration and validation of the H/WQ modeling component (Subtask 4.1). BREC will also apply SWAT to simulate load reduction scenarios derived from the Texas State Soil and Water Conservation Board Project 06-10, "Arroyo Agricultural NPS Assessment" to ensure consistency between the SWAT model and the H/WQ modeling component as it is applied in Subtask 4.3.

**Subtask 4.3: H/WQ Modeling Component Scenarios** – TIAER will operate the calibrated and validated H/WQ modeling component to simulate water quality, with an emphasis on DO, in the Arroyo Colorado Tidal, driving the modeling system with SWAT predicted flow and pollutant loadings for the load reduction scenarios of Subtask 4.2. TIAER will compare water quality predictions to both applicable DO criteria for the segment and a baseline model condition. TIAER will work in an iterative process with BREC (through Task 4.2) and other applicable parties, including stakeholders, to develop a load reduction scenario in SWAT that when used to drive the modeling system results in predictions of improved DO conditions and elimination of depressed DO in the Arroyo Colorado Tidal.

**Subtask 4.4: Modeling Task Reports** – TIAER, in coordination with BREC with regards to the SWAT modeling, will develop two task reports regarding Task 4 modeling activities (Subtasks 4.1 – 4.3). The first Task Report, or Interim Modeling Report, will summarize the activities and results of modeling system calibration and validation (Subtask 4.1). The second Task Report will be the Final Report and it will provide a summarization of the activities and results of the all modeling activities.

**Deliverables:**

- A report on the progress of modeling in QPRs;
- Model input/output files as requested;
- An Interim Modeling Task Report (including results, graphs, tables, and maps as necessary); and
- A Modeling Task Report (including results, graphs, tables, and maps as necessary).

**Task 5: Stakeholder / Public Involvement Process**

**Objective:** TWRI, with assistance from TIAER, will coordinate with the local stakeholders/public in the modeling process throughout all phases to ensure accuracy, as SWAT and H/WQ are important components to the update of the WPP.

**Subtask 5.1: Support Partnership** – The Arroyo Colorado Watershed Coordinator (ACWC) will continue to facilitate the Arroyo Colorado Partnership (Partnership) to ensure successful implementation of the WPP and tracking of implementation. Agendas and minutes of meetings will be submitted with the QPRs. This task will begin in the third year of this project.

**Subtask 5.2: Modeling Updates** – TIAER will attend Arroyo Colorado Partnership meetings when deemed appropriate by TWRI to give updates on the H/WQ modeling process and receive input from the Partnership regarding the modeling. Once the model is complete and the results have been evaluated, TIAER will present the results at the Partnership Steering Committee Meeting.

**Subtask 5.3: Annual Newsletter Article** – TIAER, coordinating with BREC regarding SWAT, will provide TWRI with an annual article regarding the SWAT-H/WQ modeling system for inclusion in the Arroyo Colorado Annual Newsletter.

**Subtask 5.4: Website** – TWRI will maintain an internet website for dissemination of information on educational, monitoring, and demonstration activities taking place across the Arroyo Colorado Watershed, as well as, updating the data required for the interactive map. Additionally, the number of visits to the website will be reported in each QPR.

**Subtask 5.5: Task Report** – TWRI will include a written Task Report summarizing project activities conducted in this task in the Final Report.

**Deliverables:**

- Partnership Meeting Agendas and Minutes (Submitted with QPR);
- Partnership Meeting Attendance (Reported in QPR);
- A Steering Committee Presentation;
- An Arroyo Colorado Newsletter Article;
- The Number of website visitors (Reported in QPR); and
- A Task Report.

**Task 6: Update the Arroyo Colorado WPP**

**Objective:** TWRI will update the WPP, including modeling results, milestones tables, planned implementation activities for the WPP, and other updates deemed necessary.

**Subtask 6.1: WPP Assessment** – TWRI will work with the Arroyo Colorado Workgroups to develop an Assessment Report that will identify update needs and recommendations for updating the WPP to meet EPA's 9 Key Elements for Watershed-Based Plans. This report will be completed within the first year of the project and will contain a detailed schedule for submitting sections of the updated WPP. The schedule will be subject to approval by TCEQ.

**Subtask 6.2: Water Quality Data Analysis** – TWRI will assess the current state of the watershed for updating the WPP through creation of graphs and analysis of acquired data (Subtask 4.1) to be included in the updated WPP.

**Subtask 6.3: Map Update and Development** – TWRI will update and/or develop maps of the watershed for inclusion in the updated WPP document.

**Subtask 6.4: Develop and submit a draft revised WPP** – TWRI and the ACWC will work with the Partnership in developing the revised WPP. Sections of the WPP will be submitted to TCEQ for review at various times according to the schedule established and approved by TCEQ in subtask 6.1.

**Subtask 6.5: Develop and submit a final revised WPP** – TWRI will work with the Partnership to address comments and complete the revised WPP and will submit it to TCEQ.

**Deliverables:**

- A WPP Assessment Report;
- Graphs for inclusion into WPP;
- A Draft Revised WPP (Submitted in sections); and
- A Final Revised WPP submitted in entirety.

**Task 7: Project Report**

**Objective:** TWRI will produce a Project Report that summarizes all activities completed and conclusions reached during the project. The Project Report must describe project activities, and identify and discuss the extent to which project goals and purposes were achieved, and identify the amount of funds actually spent on the project. The report will emphasize successes, failures, lessons learned, and will include specific water quality data demonstrating water quality improvements. The Project Report will address how the TWRI will utilize this information in future endeavors. The Project Report must summarize all the Task Reports in either the text or as appendices.

**Subtask 7.1: Draft Project Report** – TWRI will provide a Draft Project Report summarizing all project activities, findings, and the contents of all previous deliverables, referencing and/or attaching them as web links or appendices. This comprehensive Draft Project Report will provide analysis of all activities and deliverables under this Scope of Work. The Draft Project Report will be structured per the following outline:

- Title;
- Table of Contents;
- Executive Summary;
- Introduction;
- Project Significance and Background;
- Methods;
- Results and Observations;
- Discussion;
- Summary;
- References; and
- Appendices.

**Subtask 7.2: Final Project Report** – TWRI will revise the Draft Project Report to address comments provided by the TCEQ Project Manager and EPA. TWRI will submit the Final Project Report to the TCEQ Project Manager, who will subsequently submit it to EPA.

**Deliverables**

- A Draft Project Report; and

- A Final Project Report.

**Measures of Success:**

1. Overall this project will be successful when loading reductions to the Arroyo Colorado have been established, written into the revised WPP, and the plan has been accepted by stakeholders, TCEQ, and EPA as meeting EPA's 9 Key Elements.
2. **Estimated Load Reductions Expected:** Specific load reductions in this project will be developed as a result of modeling (Task 4). A fully dynamic, hydrodynamic, and water quality modeling system will be developed to predict specific loading reductions over time as a result to specific management measures. These loading reductions will be the primary reference for implementing management practices beyond the end of this project.

## Schedule of Deliverables

Task No.	Deliverable	Due Date
1.2	QPRs	The 15 <sup>th</sup> of the month following each state fiscal quarter
1.3	Post-Award Meeting	Within 30 days of contract execution
1.4	Coordination Meeting with EPA	Upon request by EPA
1.5	Annual Report Article	Annually
2.2	Draft QAPP Updates submitted to TCEQ annually	90 days prior to the end of the effective period of the QAPP
2.3	Draft QAPP Amendments	90 days prior to change in approved QAPP
2.3	Final QAPP Amendments	45 days prior to change in approved QAPP
3.3	Data Submittal	Within 60 days of completion of the last monitoring event
3.4	Task Report	Within 60 days of completion of the last monitoring event
4	Model input/output files	Include with Modeling Task Report
4.4	Interim Modeling Task Report	Within 90 days of completion of the last monitoring event
4.4	Modeling Task Report	Within 24 months of contract execution
5.1	Steering Committee Meetings	Quarterly (Starting in FY15)
5.1	Workgroup Meetings	Semi-Annually (Starting in FY15)
5.1	Partnership Meeting Agendas and Minutes	With QPRs (Starting in FY15)
5.2	Modeling Updates at Partnership Meetings	As appropriate
5.3	Annual Newsletter Article	Annually
5.4	Number of website visitors	Included in QPRs
5.5	Task Report	3 months prior to contract expiration
6.1	WPP Assessment Report	Within 12 months of contract execution
6.1	WPP Update Section Submittals to TCEQ	Schedule will be outlined in the WPP Assessment Report
6.2	Water Quality Graphs	Included with "State of the Watershed" WPP section submittal
6.3	Map Update and Development	Included with WPP section submittals
6.5	Final Revised WPP	4 months prior to contract expiration
7.1	Draft Project Report	3 months prior to contract expiration
7.2	Final Project Report	1 month prior to contract expiration

## SPECIAL TERMS AND CONDITIONS

The provisions of these Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the provisions of the General Terms and Conditions and other specified Contract Documents.

### 1. COST SHARING/ MATCHING FUNDS

- 1.1 TWRI agrees to share the costs of the activities described in this Contract. TWRI will pay 40 % of all the Grant Activity Allowable Costs incurred, TCEQ payments to TWRI will not exceed 60% of all the Grant Activity Allowable Costs incurred.
- 1.2 The U.S. Government has provided funds which are included in this Contract. Therefore, additional requirements apply to this Contract that are contained in the Contract Document titled, Federal Conditions. TWRI must comply with all applicable Federal Conditions.
- 1.3 TWRI's cost share or matching contribution must not be paid from other Federal funds under another award, except where authorized by Federal statute or rule. TWRI's cost share or matching contribution must not be included as a cost share or match for any other federally-assisted project or program.
- 1.4 Invoice Submittal: Each request for reimbursement must demonstrate that TWRI is contributing 40% of the Grant Activity Allowable Costs for the period specified on the invoice. Requests for reimbursement showing a match of an amount other than 40% may be rejected by TCEQ.

### 2. Data and Quality

- 2.1 **Quality and Acceptance.** All Grant Activities must be complete and satisfactory in the reasonable judgment of TCEQ. All materials and equipment will be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 2.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved QAPP meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describes environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to TWRI's receipt of the QAPP signed by TCEQ and, if necessary, EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, EPA. Also, without prejudice to any other remedies available to TCEQ, TWRI's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 2.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited in accordance with 30 Texas Administrative Code Chapter 25, Subchapters A and B, for the matrices, methods, and parameters of analysis used, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section. 25.6.

## GENERAL TERMS AND CONDITIONS

### 1. CONTRACT PERIOD

- 1.1 **Contract Period.** This Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of the last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2 **Extension Period.** This Contract may be extended by written notice from TCEQ for ninety (90) days beyond expiration of a Contract Period during which the Parties may agree on a written amendment to extend the Contract for a longer period. Extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.
- 1.2.1 This Contract is not subject to competitive procurement requirements and may be amended as needed.
- 1.3 The reporting requirements will survive the expiration or termination of this Contract.

### 2. AUTHORIZATION

A Notice to Proceed is not required to begin the Grant Activities. TWRI is authorized to begin work upon the effective date of the Contract. Any performance of Grant Activities prior to the effective date of the Contract is not reimbursable.

### 3. FUNDS

- 3.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under, or related to, this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature and the U.S. Government for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 3.1.1 TWRI will ensure that Paragraph 3.1 is included in any subcontract it awards.
- 3.2 **Amount Limits on Funds.** The total amount of funds provided by TCEQ will not exceed the amount of the Maximum TCEQ Obligation as shown on the Contract Signature Page unless the amount is amended by a written Agreement of the Parties.
- 3.3 **Grants.** If this Contract was entered under TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

### 4. ALLOWABLE COSTS

- 4.1 **Conforming Activities.** Subject to any requirements for cost sharing/matching funds which may be specified in the Special Terms and Conditions, TCEQ will reimburse TWRI for Grant Activity Allowable Costs. Grant Activity Allowable Costs are reasonable and necessary costs that are actually incurred and paid by TWRI in performance of conforming Grant Activities. Allowable Costs must be authorized by this Contract to be eligible for reimbursement.
- 4.2 Allowable Costs are restricted to costs that comply with the requirements of this Contract, the requirements contained in UGMS, and applicable state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link is

<http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>.) The Parties agree that all the requirements of UGMS apply to this Contract, including the criteria for Allowable Costs.

- 4.2.1 For Contracts funded in whole or in part with federal funds, the following requirements apply: Office of Management and Budget(OMB) Circular A-133, 2 CFR Parts 215, 220, 225, 230, and 1532 and 1536; and 40 CFR Parts 30, 31, and 33 through 35 (including appendices, supplements, changes and updates in existence when the cost was incurred).

## **5. REIMBURSEMENT**

- 5.1 **Reimbursement Requests.** TWRI will invoice TCEQ to request reimbursement for its Allowable Costs for performing the Grant Activities. TWRI's invoice will conform to TCEQ's reimbursement requirements.
- 5.2 **Reimbursement Request Deadlines.** TWRI will submit the reimbursement request documents within 30 days after the close of each State of Texas fiscal quarter (September-November, December-February, March-May, and June-August).
- 5.2.1 For the last fiscal quarter of the Contract (June-August), reimbursement requests are due on a monthly basis. TWRI will submit monthly reimbursement request documents within 15 days after the close of each month.
- 5.3 **Travel Costs.** Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred. Any travel outside the scope of the Grant Activities must be specifically authorized by TCEQ in advance of the travel.
- 5.4 **Supporting Records.** TWRI will submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. At a minimum, TWRI will submit supporting records with its invoices. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. TWRI will maintain records subject to the terms of this Contract.
- 5.5 **Conditional Payments.** Reimbursements are conditioned on the Grant Activities being performed in compliance with the Contract and authorized by the Budget. TWRI will return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Grant Activities. This does not limit or waive any other TCEQ remedy.
- 5.6 **Availability of Funds.** Availability of federal funds for payment is subject to federal grant requirements which may vary from grant to grant. Under Texas Government Code Chapter 403, all reimbursement requests must be submitted to TCEQ, approved by TCEQ, and presented to the Comptroller prior to the end of the two fiscal years subsequent to the appropriation. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of its funds or to pay reimbursement requests submitted past the Contract deadlines.
- ## **6. FINANCIAL RECORDS, ACCESS AND AUDITS**
- 6.1 **Audit of Funds.** TWRI understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. TWRI further agrees to fully cooperate with the State Auditor's Office or its successor in the conduction of the audit or investigation, including providing all records requested.

- 6.1.1 TWRI will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through TWRI and the requirement to cooperate is included in any subcontract it awards.

- 6.2 **Financial Records.** TWRI will establish and maintain financial records including records of costs of the Grant Activities in accordance with generally accepted accounting practices. Upon request, TWRI will submit records in support of reimbursement requests. TWRI will allow access to its financial records by TCEQ and other state agencies for the purpose of inspection and audit during business hours. Records will be maintained for a minimum of three years beyond the expiration or earlier termination of this Contract, and three years after the end of any litigation or claims process, including appeals.

## 7. AMENDMENTS

Changes to the Contract are only effective when made by a formal written Contract Amendment, signed and agreed to with the authorized signatures of the Parties, except for minor changes as described in Article 8, Contract Interpretation.

## 8. CONTRACT INTERPRETATION

- 8.1 **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 8.2 **State, Federal Law.** This Contract is governed by, and interpreted under, the laws of the State of Texas, as well as, applicable federal law.
- 8.3 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it will be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract will continue in full force and effect. If possible, the severed provision will be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 8.4 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract Documents and other documents issued in accordance with the Contract, such as Work Orders and Proposals for Grant Activities.
- 8.5 **Contract Manager Authority.**
- 8.5.1 The TCEQ Contract Manager has the authority, without a formal amendment, to make written Contract interpretations and agree in writing to minor, non-material changes to requirements in the following specific Contract documents: the Grant Activities, and the Budget for Actual Cost Reimbursement (Budget) including:
- Changes to the schedule in the Grant Activities including an extension of a deliverable due date;
  - Changes to the individual tasks in the Grant Activities that do not substantially change the obligations of the Parties relative to those tasks; and
  - Transfers between the authorized amounts of expenditures in the Budget categories which do not exceed 10% of the total Budget.

- 8.5.2 To be effective, the Contract changes agreed to by the TCEQ Contract Manager must be in writing and must also be agreed to by an authorized Representative of TWRI. A copy of the agreed change must be retained in the appropriate file of both TWRI and TCEQ.
- 8.5.3 The TCEQ Contract Manager is prohibited from agreeing on behalf of TCEQ to changes to the substantive obligations of TWRI or TCEQ, including the following:
- Changes in the total amount of funds in the Budget or the Contract;
  - Contract Amendments;
  - Changes to the Grant Activities that affect TCEQ obligations in this Contract and in other agreements with the funding source such as EPA, and obligations to another state or federal agency or the Texas Legislature; and
  - Changes that affect the material obligations of TWRI in this Contract.
- 8.5.4 It is the responsibility of TWRI to request extensions to the Deliverable Schedule and to request other changes that are within the authority of the TCEQ Contract Manager.

## **9. TWRI's RESPONSIBILITIES**

- 9.1 **TWRI's Responsibility for the Grant Activities.** TWRI undertakes performance of the Grant Activities as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent, employee or vendor of goods or services. TWRI agrees that the Grant Activities are furnished and performed at TWRI's sole risk as to the means, methods, design, processes, procedures and performance of the Grant Activities.
- 9.2 **Independent Contractor.** Nothing in this Contract will create an employee-employer relationship between TWRI and TCEQ. Nothing in this Contract will create a joint venture between TCEQ and TWRI. The Parties agree that TWRI is an independent contractor.
- 9.3 **TWRI's Responsibility for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Grant Activities under a direct or indirect Contract with TWRI will be considered to be the acts and omissions of TWRI.
- 9.4 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under this Contract for the benefit of third parties. Nothing in this Contract will create a contractual relationship between TCEQ and any of TWRI's subcontractors, suppliers or other persons or organizations with a contractual relationship with TWRI.

## **10. GRANTEE PERFORMANCE EVALUATION**

Performance evaluations are a part of the TCEQ's review of TWRI and may be a factor in the selection of future Contracts. TCEQ may provide this information to state agencies and, upon request, to others. TWRI consents to the disclosure of any information or opinion contained in the evaluations.

## **11. CONFLICT OF INTEREST**

TWRI will timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding TWRI or any related entity or individual. No entity or individual with a significant actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Grant Activities, nor have access to information regarding any portion of the Grant Activities. TWRI agrees that TCEQ has sole discretion to determine whether a significant conflict exists, and that a conflict of interest is grounds for termination for cause.

**12. INTELLECTUAL PROPERTY**

- 12.1 Third Party Intellectual Property.** Unless specifically waived, TWRI must obtain all Intellectual Property licenses expressly required in the Grant Activities, or incident to the use or possession of the Intellectual Property. TWRI will obtain and furnish documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas to TCEQ.
- 12.2 Grant of License.** Texas AgriLife Research grants a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any Intellectual Property created under this Contract, and associated user documentation to TCEQ.

**13. TIME DELAYS**

- 13.1 Time is of the Essence.** TWRI's timely performance is a material term of this Contract.
- 13.2 Delays.** Where TWRI's performance is delayed without an agreed change in the due date, except by Force Majeure or act of TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

**14. TERMINATION**

- 14.1 Termination for Cause.** TCEQ may, upon 10 days written notice and the opportunity to cure, terminate this Contract for cause if TWRI materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming Grant Activities, existence of a conflict of interest, or failure to provide evidence of required insurance coverage. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 14.2 Termination for Convenience.** TCEQ may, upon 10 days written notice, terminate this Contract for convenience. Termination will not prejudice any other right or remedy of TCEQ or TWRI. TWRI may request reimbursement for conforming Grant Activities and timely, reasonable costs directly attributable to termination. TWRI will not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of, or resulting from, the termination.
- 14.3** If, after termination for cause by TCEQ, it is determined that TWRI had not materially failed to comply with the Contract, the termination will be deemed to have been for the convenience of TCEQ.

**15. INSURANCE AND INDEMNIFICATION**

- 15.1 Insurance.** Unless prohibited by law, TWRI will require its contractors and suppliers to obtain and maintain adequate insurance coverage sufficient to protect TWRI and TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract during the Contract Period. Unless specifically waived by TCEQ, sufficient coverage includes Workers Compensation, Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 15.2 Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, TWRI WILL REQUIRE ALL CONTRACTORS PERFORMING GRANT ACTIVITIES ON BEHALF OF TWRI TO INDEMNIFY,

DEFEND, AND HOLD HARMLESS TCEQ AND TWRI AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF GRANT ACTIVITIES BY THE CONTRACTOR OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ WILL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

#### **16. DISPUTES, CLAIMS AND REMEDIES**

- 16.1 Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of TWRI from liability under this Contract.
- 16.2 Schedule of Remedies available to TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of TWRI's nonconformance, TCEQ may do any combination of the following:
- 16.2.1 Issue a notice of nonconforming performance;
  - 16.2.2 Reject nonconforming performance and request corrections without charge to TCEQ;
  - 16.2.3 Reject a reimbursement request or suspend further payments, or both, pending an accepted revision of the nonconformity;
  - 16.2.4 Suspend all or part of the Grant Activities or payments, or both, pending accepted revision of the nonconformity;
  - 16.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
  - 16.2.6 Terminate the Contract without further obligation for pending or further payment by TCEQ and receive restitution of previous payments.
- 16.3 Opportunity to Cure.** TWRI will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 16.4 Cumulative Remedies.** Rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

#### **17. SOVEREIGN IMMUNITY**

The Parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

#### **18. MISCELLANEOUS**

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

- 18.2 **Venue.** TWRI agrees that this Contract is being performed in Brazos County, Texas, because this Contract has been performed, administered, or both, in Brazos County, Texas. TWRI agrees that any cause of action involving this Contract arises solely in Brazos County, Texas.
- 18.3 **Publication.** TWRI agrees to notify TCEQ five days prior to the publication or advertisement of information related to this Contract. TWRI agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 18.4 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of TWRI's obligation to perform conforming Grant Activities. No waiver on one occasion, whether expressed or implied, will be construed as a waiver on any other occasion.
- 18.5 **Legal Requirements.** TCEQ relies on TWRI to perform all Grant Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 18.6 **Survival of Obligations.** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by, or given in accordance with this Contract, as well as, all continuing obligations indicated in this Contract, survive for four years beyond the termination or completion of this Contract, or after the end of a proceeding which was brought under this Contract, or if TCEQ has notified TWRI of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a TCEQ notice to TWRI.
- 18.7 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 18.8 **Release of Claims.** As a condition to final payment or settlement, or both, TWRI will execute and deliver a Release of Claims form for payment under this Contract to TCEQ.
- 18.9 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

**19. PROJECT REPRESENTATIVES AND RECORDS LOCATION**

- 19.1 TCEQ Project Representative (Project Manager).** The individual named below is the TCEQ Project Representative who is authorized to give and receive communications and directions on behalf of TCEQ, and to authorize changes to the schedule in the Grant Activities including an extension of a deliverable due date, not to exceed the expiration date of the Contract.

Tim Cawthon

Telephone No.: (512) 239-0845

Project Manager 203  
(Title) (Mail Code)

Facsimile No.: (512) 239-1414

Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087Email: [tim.cawthon@tceq.texas.gov](mailto:tim.cawthon@tceq.texas.gov)

**TCEQ Contract Manager.** The individual named below is the TCEQ Contract Manager who is authorized to give and receive communications regarding the terms of the Contract, invoices, and reimbursements. In addition, the Contract Manager is authorized to approve changes to the individual tasks in the Grant Activities that do not substantially change the obligations of the Parties relative to those tasks, and transfers between the authorized amounts of expenditures in the Budget Categories.

Mary Beth Leihardt, CTCM

Telephone No.: (512) 239-5637

Contract Manager 141  
(Title) (Mail Code)

Facsimile No.: (512) 239-6672

Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087Email: [mary.leihardt@tceq.texas.gov](mailto:mary.leihardt@tceq.texas.gov)

- 19.2 Grantee Project Representative.** The individual named below is the TWRI's Project Representative, who is authorized to give and receive communications and directions on behalf of TWRI. All communications to TWRI will be addressed to the TWRI Project Representative or his or her designee.

For Technical and Contractual Matters:

Allen Berthold

Telephone No.: (979) 845-2028

Project Manager  
(Title)

Facsimile No.: (979) 845-8554

1500 Research Pkwy, Ste A240  
(Mailing Address)Email: [taberthold@ag.tamu.edu](mailto:taberthold@ag.tamu.edu)College Station Texas 77843-2118  
(City) (State) (Zip Code)

- 19.3 Submittal of Payment Requests.** Payment requests must be submitted to the TCEQ Contract Manager.

- 19.4 **Designated Location for Records Access and Review** TWRI designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract.

Texas AgriLife, TWRI

(Name)

1500 Research Pkwy, Ste A240

(Mailing Address)

College Station Texas 77843-2118

(City)

(State)

(Zip Code)

## CONTRACT BUDGET FOR ACTUAL COST REIMBURSEMENT

### 20. CONTRACT BUDGET

20.1 **Budget.** Authorized budgeted actual expenditures for Grant Activities are as follows:

Budget Item	Total Costs
Personnel / Salary	\$ 175,176.00
Fringe Benefits (Not to exceed 28.3%)	\$ 49,535.00
Travel	\$ 10,362.00
Supplies	\$ 3,030.00
Equipment	\$ 0.00
Contractual	\$ 386,944.00
Construction	\$ 0.00
Other	\$ 25,174.00
Total Direct Cost	\$650,221.00
Indirect Costs (Not to exceed 42.4%)*	\$ 143,114.00
Other In-kind Contributions	\$0.00
<b>TOTAL CONTRACT COST</b>	<b>\$ 793,335.00</b>
<b>TWRI Cost Share (40%)</b>	<b>\$317,334.00</b>
<b>TCEQ Reimbursement Amount (60%)</b>	<b>\$476,001.00</b>

\*Indirect Costs are calculated by Personnel/Salary + Fringe+ Travel+\$75,000.00 Contractual  
(3 Subcontracts at \$25,000.00) + Other x 42.4%

- 20.2 **Other.** If Budget Category "Other" is greater than \$25,000 and more than 10% of budget total, identify the main constituents.
- 20.3 **Budget Control and Transfers.** Cumulative transfers among the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Contract Budget.
- 20.4 **Fringe Benefit Rate**
- 20.4.1 The maximum fringe benefit rate of TWRI for this Contract is 28.3% of Personnel/Salary.
- 20.4.2 If no reimbursable rate is shown above, fringe benefit costs are not reimbursable under this Contract.

20.4.3 The fringe benefit rate stated above must be less than or equal to a fringe benefit rate authorized under UGMS.

20.4.4 If the maximum fringe benefit rate is lower than TWRI's actual fringe benefit costs, TWRI is contributing its unreimbursed costs to the successful performance of this Contract, or if this Contract requires a match, TWRI may claim the difference in the resulting amount as a matching contribution. TWRI waives any right it may have to reimbursement of those costs beyond what is represented in the Budget.

20.4.5 Because TCEQ may have fully obligated or expended its appropriation, TCEQ is under no obligation to make adjustments to the actual amounts paid by TCEQ because of a change in the fringe benefit rate during the life of the Contract. The maximum fringe benefit rate shown in the Budget of this Contract is intended to be final and is not subject to change during for the Contract term, including renewals and extensions, except with written approval from the TCEQ Contract Manager. The Parties agree they waive, and will not seek, additional fringe benefit costs after the Contract has expired.

## 20.5 Indirect Cost Rate

20.5.1 The indirect rate for this Contract is 42.4% of the Modified Total Direct Cost.

20.5.2 If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract.

20.5.3 The indirect cost rate must be less than or equal to a rate authorized under UGMS as follows:

- a rate that has been determined by a federal cognizant agency or by a state coordinating agency;
- a rate negotiated and agreed on by the Parties; or
- a default amount equal to 10 percent of personnel/salaries.

20.5.4 Upon request of TCEQ, TWRI will provide documentation of a federal or state agency cost rate determination.

20.5.5 If the indirect rate is lower than TWRI's actual indirect costs, TWRI is contributing its unreimbursed indirect costs to the successful performance of this Contract, or if this Contract requires a match, TWRI may claim the difference in the resulting amount as a matching contribution. TWRI waives any right it may have to reimbursement of those costs beyond what is represented in the Budget.

20.5.6 Because TCEQ may have fully obligated or expended its appropriation, TCEQ is under no obligation to make adjustments to the actual amounts paid by TCEQ because of a difference between the negotiated predetermined final rate and the federal or state agency determined rate. The indirect cost rate shown in the Budget of this Contract is intended to be final and is not subject to change during for the Contract term, including renewals and extensions, except with written approval from the TCEQ Contract Manager. The Parties agree they waive, and will not seek, additional indirect costs after the Contract has expired.

### Attachment A FINANCIAL STATUS REPORT

1. STATE AGENCY TO WHICH REPORT IS SUBMITTED: <b>Texas Commission on Environmental Quality</b>				
2. GRANT/AGREEMENT TITLE: <b>Arroyo Colorado WPP Update</b>				
3. PAYEE IDENTIFICATION NUMBER: <b>74-6000541</b>		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):  <b>TWRI</b> <b>1500 Research Pkwy, Ste A240</b> <b>College Station, Texas 77843</b>		
5. TCEQ AGREEMENT NUMBER: <b>582-13-30048</b>				
6. FINAL REPORT: <b>G YES</b> <b>G NO</b>				
7. ACCOUNTING BASIS: <b>G CASH</b> <b>G ACCRUAL</b>				
8. TOTAL PROJECT/GRANT PERIOD: FROM <b>9/1/2012</b> TO <b>8/31/2015</b>		9. PERIOD COVERED BY THIS REPORT: FROM _____ TO _____		
10. BUDGET CATEGORIES:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Personnel/Salary				
b. Fringe Benefits (not to exceed 28.3%)				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct Costs (Sum a - h)				
j. Indirect Costs ( Not to exceed 42.4% )				
k. Other - In-kind or third party contributions ***				
l. Total Project Costs (Sum of k & l)				
m. Recipient Cost Share (40%)				
n. Total Reimbursable Costs (60%)				
<p>* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with the Cost and Payment terms of the Agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p> <p>*** The value of third party in-kind contributions (e.g. volunteer hours) must be pre-approved and cannot exceed the recipient's cost share.</p>				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official _____				
Typed or Printed Name and Title _____				
Telephone (Area code, number and ext.) _____		Date Submitted _____		

**Attachment A (continued)**  
**ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS**

**PERSONNEL / SALARY EXPENDITURES (during this report period)**

EMPLOYEE(S)	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
<b>A. PERSONNEL/SALARY</b>			
All Employees listed on current PEL?			
___ Yes ___ No			
<b>B. FRINGE Rate = Not to Exceed 28.3%</b>			
Total for the reporting period =			
(Do not include fringe in total at right)			
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)			\$

**TRAVEL EXPENDITURES (during this report period)**

EMPLOYEE(S)	DATE(S) OF TRAVEL	DESTINATION & PURPOSE OF TRAVEL	MEALS	LODGING	TRANSPORTATION (Miles X Rate)	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)						\$

\* SUPPLEMENTAL DOCUMENTATION (time sheets, travel receipts, etc.) IS NOT REQUIRED TO BE ATTACHED TO THIS FORM; however each traveler=s costs must be itemized to show costs for meals, lodging and transportation (itemization may be attached).

**Attachment A (continued)**  
**ITEMIZATION OF SUPPLY AND OTHER COSTS**

**SUPPLIES PURCHASED (during this report period)**

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLIES PURCHASED (must agree with line 10d on Form 20248)			\$	

**OTHER EXPENDITURES (during this report period)**

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)			\$	

**Attachment A (continued)**  
**ITEMIZATION OF EQUIPMENT & CONTRACTUAL EXPENDITURES**

**EQUIPMENT PURCHASES (during this report period)**

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)			\$	

**CONTRACTUAL EXPENDITURES (during this report period)**

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10f on Form 20248)		\$	

**Attachment A (continued)**  
**ITEMIZATION OF CONSTRUCTION COSTS and COST SHARE**

**CONSTRUCTION COSTS (during this report period)**

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL CONSTRUCTION EXPENDITURES (must agree with line 10g on Form 20248)		\$	

\* LEGIBLE RECEIPTS MUST BE ATTACHED FOR ALL LISTED EXPENDITURES

**OTHER IN-KIND or THIRD PARTY CONTRIBUTIONS (during this report period)**

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL IN-KIND CONTRIBUTIONS (must agree with line 10l on Form 20248)		\$	

\* DOCUMENTATION MUST BE ATTACHED FOR IN-KIND CONTRIBUTIONS -- In Kind Contributions in excess of Required Cost Share CANNOT be reimbursed.

**COST SHARE (Matching costs during this report period)**

DESCRIPTION	CALCULATION OF MATCH REQUIRED	MATCH (THIS PERIOD)	TASKS
Total Costs minus 40%	\$ ____ x 40%		All
TOTAL COSTS SHARED by Recipient (must agree with line 10n on Form 20248)		\$	

Grantee: TWRI

TCEQ Contract No: 582-13-30048

**Attachment B**  
**GRANTEE PERFORMANCE EVALUATION REPORT**

☐ Final Report (Check only if the Agreement has ended and this is the last Performance Report) Today's Date: \_\_\_\_\_

Report No. \_\_\_\_\_ of \_\_\_\_\_  
Grantee: \_\_\_\_\_  
Project Name (if applicable) \_\_\_\_\_  
Date of Last Report: \_\_\_\_\_  
Evaluation Period: From \_\_\_\_\_ to \_\_\_\_\_  
Contract No. / Purchase Order No.: \_\_\_\_\_  
Phase (if applicable) \_\_\_\_\_  
Date of Program's Last Site Visit: (if applicable) \_\_\_\_\_

Brief Description of Work / Services (optional): \_\_\_\_\_

Performance Category	Ratings				Comments
	Exceeds Expectations Score=3	Satisfactory Performance Score=2	Marginal Performance Score=1	Unsatisfactory Performance Score=0	
Quality & Accuracy					Please provide a narrative description for ratings of one or below (attachments are acceptable)
Timeliness					
Reports					
HUB (for Quarterly Reporting, complete this portion only and return)					
Communication					
Cost Control					
Technology					
Other (describe) <sup>1</sup>					

Evaluator's Name \_\_\_\_\_ Signature \_\_\_\_\_  
(Printed or Typed)

Division \_\_\_\_\_ Section: \_\_\_\_\_

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

<sup>1</sup> Requires an attachment describing category and rating description which corresponds.

**Attachment B (continued)**  
**GRANTEE'S PERFORMANCE EVALUATION REPORT - Category Description**

PERFORMANCE CATEGORY	EXCEEDS EXPECTATIONS (Score=3)	SATISFACTORY PERFORMANCE (Score=2)	MARGINAL PERFORMANCE (Score=1)	UNSATISFACTORY PERFORMANCE (Score=0)
<b>1. Quality and Accuracy</b> Quality, sufficiency, and accuracy of contract-required work, including work or tasks performed by subcontractors.	Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required.	Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.	Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.	Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.
<b>2. Timeliness</b> Timeliness with respect to completing contract-required work and/or work-related tasks, including work performed by subcontractors.	All tasks and contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.	Some intermediate task delays, not expected to cause major deadlines to be missed or to require contract extension. Prior approval granted for any other delays.	Some major work performance delays caused (or expected to cause) delivery schedules to be missed.	Required work product not completed on time, due to factors that should have been under contractor's control.
<b>3. Reports</b> Accuracy, adequacy, and timeliness of contract-required activity/progress reports, notifications, financial reports, invoices, pay requests and other required documents, excluding HUB reports	All reports accurate and complete, as well as on time. No rewrites or additional information required.	Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.	Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports not later than 5 working days.	Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.
<b>FOR HUB PROGRAM USE ONLY:</b> <b>4. HUB and/or DBE/MBE/WBE</b> 2 Contractor's achievement of (or continued responsiveness toward) contract-contained HUB Subcontracting Plan (HSP) and/or Good Faith Effort (GFE) requirements, including timely and accurate submittal of contract-required HUB related reports.	Contractor consistently meets or exceeds the HSP and/or GFE requirements. All reports accurate and complete, as well as on time. No rewrites or additional information required.	Contractor satisfactorily meets the HSP and/or GFE requirements. Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.	Contractor marginally meets the HSP and/or GFE requirements. Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports frequently late.	Contractor did not adequately meet the HSP and/or GFE requirements. Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports habitually late.

<sup>2</sup> When the term HUB is used, include evaluation of Contractor's performance of DBE/MBE/WBE.

**Attachment B (continued)**

<p><b>5. Communication</b> Contractor's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the Contract Manager; plus contractor's demonstrated relationship with subcontractors.</p>	<p>Contractor consistently maintains excellent standing with subcontractors, including timely payments. Works as a team member and is flexible and responsive to changes in circumstances or scope of work.</p>	<p>Contractor is usually flexible and responsive to changes in circumstances or scope of work. Generally maintains good standing with subs, and ensures that they are paid promptly.</p>	<p>Contractor is only intermittently responsive to changes in contract scope or other circumstances. Marginal team player. Failed to make timely payments to subs on one or two occasions.</p>	<p>Not flexible to changes in scope or other circumstances. Not cooperative or accessible. Failed to maintain good standing with subs and failed to make payments on more than two occasions.</p>
<p><b>6. Cost Controls</b> Contractor's ability to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>Contractor took strong initiative to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>Contractor observed current cost levels; compared them with Contract or Work Order budget, as applicable; and instituted corrective action to keep cost within budget.</p>	<p>Contractor sometimes failed to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>	<p>Contractor failed to observe current cost levels; compare them with Contract or Work Order budget, as applicable; and institute corrective action to keep cost within budget.</p>
<p><b>7. Technology</b> Contractor's demonstrated technical competence and/or expertise (including competence and expertise of subcontractors); plus contractor's innovativeness and willingness to apply, within the limitations of the contract, new techniques or technologies.</p>	<p>Contractor is comfortable with and applies current proven technology. But is familiar with, and willing to use, latest techniques and solutions where such are appropriate.</p>	<p>Contractor is capable of applying current proven technology. Is aware of, but not experienced in the use of latest techniques and solutions.</p>	<p>Contractor usually uses more basic technology to solve contract problems. Is aware of, but has little or no experience in the use of more current proven techniques and solutions.</p>	<p>Contractor can only apply basic technology to tasks. Requires direction concerning appropriate technology and solutions.</p>
<p><b>8. Other. DESCRIBE</b></p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>

3 Do not include consideration of Contract or Work Order budget amount changes requested or caused by TCEQ

**Attachment C**

**Texas Commission on Environmental Quality**

**Release of Claims**

The Texas Water Resource Institute hereby releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from any and all future claims arising under or by virtue of TCEQ Contract Number 582-13-30048.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name, typed or printed)

\_\_\_\_\_  
(title)

## Attachment D

## PERSONNEL ELIGIBILITY LIST

**Contractor:**

Quarter:

[illegible]

\_\_\_\_\_  
EPA Project Control Number

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **APPLICANT'S ORGANIZATION**

\_\_\_\_\_

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date of Signature

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>  _____			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>  _____			<b>9. Award Amount, if known:</b>  \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):  _____			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  _____		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 4/2012)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).


CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature		Title/Date

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR:		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Print Name Title		

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).			
Signature of Prime Contractor		Date	
Print Name		Title	

Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**The Texas Commission on Environmental Quality  
EPA Disadvantaged Business Enterprise (DBE) Program Self-Certification Form**

Solicitation # (if applicable)	Fed. Tax or Vendor ID	
Company Name:		
Address:		
City, State, Zip:		
Phone #:	Fax #:	
Email Address:		

To qualify for EPA DBE Status all of the following must apply:

<input checked="" type="checkbox"/>	<b>Certifying Eligibility Criteria:</b>	<b>Indicate Certifying Entity :</b>
<input type="checkbox"/>	Texas Certified Historically Underutilized Business (HUB)	Texas Comptroller of Public Accounts (CPA-TPASS)
<input type="checkbox"/>	*Personal Net Worth less than \$750,000 for each individual claiming disadvantage status (Excludes equity of primary residence and individual's ownership interest in company). These individuals must own at least 51% of the company and have a managing control in the daily operations. See 40 CFR 33.201. Personal Net Worth is determined as per 13 CFR 124.104(2) and 124.105(c)(2).	

Or (at least one below must apply)

<input checked="" type="checkbox"/>	<b>Certifying Eligibility Criteria:</b>	<b>Indicate Certifying Entity :</b>
<input type="checkbox"/>	Minority-Owned Business	
<input type="checkbox"/>	Woman-Owned Business	
<input type="checkbox"/>	Disabled-American Business	
<input type="checkbox"/>	Native-American Small Business	
<input type="checkbox"/>	**HUBZone Empowerment Contracting Program	Small Business Administration
<input type="checkbox"/>	**Small Business – Meets Small Business Administration (SBA) size standards for a small business. SBA size standards are located at <a href="http://www.sba.gov/ido/groups/public/documents/sba_homepage/serv_sstd_table.pdf">http://www.sba.gov/ido/groups/public/documents/sba_homepage/serv_sstd_table.pdf</a> . Please note, if your firm qualifies as a Small Business, you may self-certify your company with SBA. You can not claim Small Business status unless you are SBA certified. More information on Small Disadvantage Business certification is available at <a href="http://www.sba.gov/aboutsba/sbaprograms/sdb/index.html">http://www.sba.gov/aboutsba/sbaprograms/sdb/index.html</a> .	
<input type="checkbox"/>	Historically Black College/University (HBCU) or Minority Institution (MI). The Secretary of Education must designate HBCUs/MIs, see list at <a href="http://www.ed.gov/about/offices/list/ocr/edlite-minority_inst.html">http://www.ed.gov/about/offices/list/ocr/edlite-minority_inst.html</a>	

\*\*Certification must be currently listed in the federal database - Central Contractor Register (CCR) [www.CCR.gov](http://www.CCR.gov)

And (all below must apply)

<input checked="" type="checkbox"/>	<b>Certifying Eligibility Criteria:</b>
<input type="checkbox"/>	United States Citizen
<input type="checkbox"/>	*Personal Net Worth less than \$750,000 for each individual claiming disadvantage status (Excludes equity of primary residence and individual's ownership interest in company). These individuals must own at least 51% of the company and have a managing control in the daily operations. See 40 CFR 33.201. Personal Net Worth is determined as per 13 CFR 124.104(2) and 124.105(c)(2).
<input type="checkbox"/>	Company meets other certifying criteria listed in Section 8(a)(5) and (6) of SBA Act, 15 USC 631 et seq. See Website for eligibility: <a href="http://www.arnet.gov/far/current/html/Subpart%2019.7.html">http://www.arnet.gov/far/current/html/Subpart%2019.7.html</a>

Please Note, it is your responsibility to notify TCEO if your size, ownership status, net worth or certification status changes

**By execution of this form, you attest the information provided is accurate and true.**

Print Name	Title
Signature	Date

\*Important - Under 15 USC 645(d), any person who misrepresents its size or net worth status shall (1) be punished by a fine, imprisonment or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

Please note, EPA DBE Program authority is stated in 40 CFR 30, 31, 33, 35 and 40 and is **NOT** the Department of Transportation (DOT) DBE program that is under the authority of 49 CFR 26, however, most DOT DBEs are recognized as eligible EPA DBE participants.

# **COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE**

PART I - GENERAL				
1. RECIPIENT			2. ASSISTANCE IDENTIFICATION NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR		6. TYPE OF SERVICE TO BE FURNISHED		
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		\$	\$	
<b>DIRECT LABOR TOTAL:</b>			\$	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
		\$	\$	
<b>INDIRECT COSTS TOTAL:</b>			\$	
9. OTHER DIRECT COSTS			ESTIMATED COST	
a. TRAVEL				
(1) TRANSPORTATION			\$	
(2) PER DIEM			\$	
<b>TRAVEL SUBTOTAL:</b>			\$	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
		\$	\$	
<b>EQUIPMENT SUBTOTAL:</b>				
c. SUBCONTRACTS			ESTIMATED COST	
			\$	
<b>SUBCONTRACTS SUBTOTAL:</b>			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
<b>OTHER SUBTOTAL:</b>			\$	
<b>OTHER DIRECT COSTS TOTAL:</b>			\$	
<b>10. TOTAL ESTIMATED COST</b>			\$	
<b>11. PROFIT</b>			\$	
<b>12. TOTAL PRICE</b>			\$	
PART III - CERTIFICATIONS				
13. CONTRACTOR OR SUBCONTRACTOR				

This proposal is submitted for use in connection with and in response to (1) \_\_\_\_\_  
\_\_\_\_\_. This is to certify to the best of my knowledge and belief that  
the cost and pricing data summarized herein are complete, current, and accurate as of (2) \_\_\_\_\_  
and that a financial management capability exists to fully and accurately account for the financial transactions under this project.  
I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where  
the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of  
the date above.

(3)

DATE OF EXECUTION

SIGNATURE OF COMPOSER

TITLE OF COMPOSER

---

14. LOAN RECIPIENT

---

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable  
for subagreement award.

\_\_\_\_\_  
DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER



# Texas Commission on Environmental Quality Federal Funding Accountability and Transparency Act Reporting Form

[Print Form](#)

(See attached instructions and return completed form with signed copies of contract)

The following are EXEMPT from this form:

- Vendors providing goods or services (See OMB Circular A-133)
- Individuals acting as a natural person (i.e., not owning or operating a business or non-profit organization in his or her name)
- Federal Agencies

1) Name	Texas AgriLife Research		
2) DBA Name	Texas AgriLife Research		
3) DUNS Number	84-720-5713	4) DUNS Number + 4	
5) Address	600 John Kimbrough Boulevard, Suite 512		
City	College Station	State	Texas
		Zip Code	778437101
County	Brazos		
6) Parent DUNS Number			
7) Primary site where the work will be performed	Texas AgriLife Research, 600 John Kimbrough Boulevard, Suite 512		
City	College Station	State	Texas
		Zip Code	778437101
County	Brazos		

- 8) a) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive 80 percent or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

If No, then go to Question No. 9 and complete remaining questions.

- b) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

If No, then go to Question No. 9 and complete remaining questions.

- c) If Yes, complete link to SEC: <http://www.sec.gov/>

Otherwise, provide names below:

- d) Provide below names and compensation of top 5 highly compensated officers:

Name	<input type="text"/>	Amount	<input type="text"/>
Name	<input type="text"/>	Amount	<input type="text"/>
Name	<input type="text"/>	Amount	<input type="text"/>
Name	<input type="text"/>	Amount	<input type="text"/>
Name	<input type="text"/>	Amount	<input type="text"/>



**Texas Commission on Environmental Quality**  
**Federal Funding Accountability and Transparency Act Reporting Form**  
**(Continued)**

(See attached instructions and return completed form with signed copies of contract)

**9) Project Description**

The Arroyo Colorado (Figure 1) currently has low dissolved oxygen (DO) levels within the tidal segment, and therefore does not meet the aquatic life use designated by the State of Texas and described in the Texas Surface Water Quality Standards. In addition, bacteria has been a parameter of concern, and in 2006, the Arroyo was identified as Impaired due to high bacteria levels. With the majority of the watershed being agricultural (cropland) and urban acreage, it is easy to attribute high nutrient contents to those land uses. In addition to this, the urban landscape is rapidly growing, increasing the threat for bacterial impairments.

The Arroyo Colorado WPP: Phase I currently in place was created to address these impairments, but will primarily address low DO in the tidal segment (Segment 2201) of the Arroyo Colorado. The WPP was published in 2007, before the 2008 U.S. Environmental Protection Agency (EPA) Handbook for Developing Watershed Plans to Restore and Protect our Waters. There are missing EPA 9 key element components that are not outlined in the WPP such as loading reductions, which are required by EPA to accept the WPP. It is the goal of this project to quantify loading reductions, update the WPP, and provide a roadmap for achieving water quality standards.

**10) Contract Number**

582-13-30048

**11) Form Preparer's Name**

Diane Gilliland

**12) Preparer's Title**

Director, Contracts & Grants

**13) Preparer's Phone Number**

979-845-4761

**14) Date Form Completed**

Aug 20, 2012

**TCEQ's USE ONLY**

**15) Date Contract Signed**

**16) Amount of Contract**

**17) CFDA Program Number**

**18) CFDA Program Title**

**19) Federal Agency Name**

**20) TCEQ Contract Number**

**21) TCEQ Umbrella Contract Number &  
Work Order Number (if applicable)**

**22) USAS Grant Number**



# Texas Commission on Environmental Quality Federal Funding Accountability and Transparency Act Reporting Form Instructions

If you believe your entity is qualified for an additional exemption for the following reasons, please notify your TCEQ Project Representative. (See 2 CFR 5 25.110)

- Disclosing the entity would compromise classified information, national security, or jeopardize the personal safety of the entity's clients.
- Foreign entity applying for or receiving an award or subaward for a project or program performed outside the United States and valued at less than \$25,000.

- 1) The name of the contractor organization that corresponds with the contractor's Data Universal Numbering System (DUNS) which appears in the Central Contractor Registration (CCR) profile.
- 2) The "doing-business-as" name of the contractor's organization which corresponds with the contractor's DUNS which appears in the Central Contractor Registration (CCR) profile.
- 3) The contractor's organization's 9-digit DUNS number.
- 4) The +4 extension to the DUNS number created by registrants in CCR when there is a need for more than one bank / Electronic Funds Transfer (EFT) account for a location.
- 5) Address where the contractor's organization is located which corresponds with a CCR profile.
- 6) The contractor's parent organization's 9-digit DUNS number which corresponds with the parent CCR profile.
- 7) Primary site where the work will be performed.
- 8) a) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive 80 percent or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Check Yes or No. If NO, then go to question #9 and complete remaining questions.  
b) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Check Yes or No. If NO, then go to question #9 and complete remaining questions.  
c) If YES to both (a) and (b) above, then does the public have access to the information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section (13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d) or section 6104 of the Internal Revenue Code of 1986? Complete the link to Securities and Exchange Commission (SEC): <http://www.sec.gov/>  
d) If not, then provide the following: Names and compensation of top 5 highly compensated officers; if applicable (This will be the same compensation information which appears in contractor's CCR profile.)
- 9) Project Description (The description should capture the overall purpose of the contract and / or, if there is an umbrella contract then describe the work order project in the umbrella contract.)
- 10) Identifying contract number assigned by the contractor for tracking.
- 11) Identify the form preparer's name.
- 12) Identify the form preparer's title.
- 13) Identify the form preparer's phone number.
- 14) Date form is completed.



**Texas Commission on Environmental Quality  
Federal Funding Accountability and Transparency Act Reporting Form  
Instructions (Continued)**

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**TCEQ's USE ONLY**

- 15) Date the contract agreement was signed.
- 16) The net dollar amount of federal funds awarded to the contractor.
- 17) The program number associated with the published description of federal assistance program in the Catalog of Federal Domestic Assistance (CFDA).
- 18) The program title associated with the published description of federal assistance program in the Catalog of Federal Domestic Assistance (CFDA).
- 19) The name of the federal awarding agency.
- 20) Identify TCEQ's contract number.
- 21) Identify TCEQ's Umbrella Contract Number and Work Order Number (if applicable).
- 22) Identify TCEQ's Uniform Statewide Accounting System (USAS) Grant Number.



# Federal Conditions and Forms

## **ARTICLE 1. FEDERAL REQUIREMENTS**

This Agreement is funded in whole or in part with federal grant money. The following conditions apply to this Agreement and any future amendments in addition to all other Agreement terms. All applicable requirements of TCEQ's federal grants and with 40 CFR Chapter 1, Subchapter B, including but not limited to, Parts 7, 31 through 35, as well as any additional federal funding conditions that arise during the Agreement period, are incorporated herein by reference. (TCEQ will provide copies of applicable federal grants or regulations upon request). The term "Performing Party" as used in these *Federal Conditions* means either Performing Party, Grantee, or Contractor, as applicable.

## **ARTICLE 2. FEDERAL INTELLECTUAL PROPERTY REQUIREMENTS**

A nonexclusive, perpetual, irrevocable license to use, copy, publish, and modify any intellectual property to which rights are granted or assigned to TCEQ in this Agreement are hereby also granted to, assigned to, or reserved by the Federal Government. To the extent consistent with the rights of third parties, the Federal Government shall also have the right to sell any intellectual property right it reserves or acquires through this Agreement.

## **ARTICLE 3. ACKNOWLEDGMENT OF FINANCIAL SUPPORT**

The Performing Party shall acknowledge the financial support of the TCEQ and the U.S. EPA whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the TCEQ, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND  
U.S. ENVIRONMENTAL PROTECTION AGENCY

The preparation of this report was financed through grants from the U.S. Environmental Protection Agency through the Texas Commission on Environmental Quality.

If the funding source is a U.S. agency other than U.S. EPA, the name of the appropriate federal agency should be substituted.

## **ARTICLE 4. COST AND PRICE OF THIS AGREEMENT**

If this Agreement was not competitively procured or if payment is based on reimbursement of actual costs, then Performing Party shall submit cost information sufficient for a cost analysis as required by 40 CFR §31.36. This information must be submitted on forms provided by the TCEQ.

## **ARTICLE 5. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT SYSTEMS**

1. Performing Party shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with 40 CFR §31.20. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.

2. Performing Party shall have a property management system that complies with 40 CFR §§ 31.32 through 31.33.

## **ARTICLE 6. RECORD DOCUMENTS, DATA, RECORDS, ACCESS, AND AUDIT**

1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Agreement. The Performing Party shall maintain fiscal

records and supporting documentation for all expenditures of funds pursuant to Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, or A-110, as appropriate.

2. In accordance with OMB Circular A-133, the Performing Party shall obtain a single audit if it expends \$500,000 or more a year in federal awards.

#### **ARTICLE 7. SUSPENSION AND DEBARMENT**

1. Performing Party shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons." Performing Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Performing Party is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Performing Party acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this agreement or pursuance of legal remedies.

2. Performing Party may access the Excluded Parties List System at <http://www.epls.gov>.

#### **ARTICLE 8. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

1. The Performing Party shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Performing Party agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) as found in 40 CFR Part 33. Failure by the Performing Party to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
2. Performing Party agrees that qualified DBEs shall have the maximum practicable opportunity to participate in the performance of the Work required under this Contract through possible subcontracts to carry out portions of the Work or any goods and/or services procurements that directly support the required Work.
3. The Performing Party is required to make a good faith effort to include Historically Underutilized Businesses (HUBs) or DBEs on any solicitations for subcontractors and for suppliers (vendors) of contract-required goods and/or services. Records documenting compliance with the six good faith efforts found in 40 CFR Section 33.301 shall be retained.
4. Performing Party must submit a completed HUB Progress Assessment Report (PAR) or the EPA Form 5700-a (if a HUB Subcontracting Plan (HSP) is not required) with each reimbursement request submitted. At a minimum this report shall include the name of the HUB or DBE, a description of the work, services or materials provided, the amount paid to the HUB or DBE, and the name and telephone number of a contact person within the HUB or DBE.
5. Before terminating a DBE for convenience, the Performing Party must notify TCEQ in writing for prior approval.
6. If a DBE subcontractor fails to complete work, for any reason, and the Performing Party plans to procure a replacement subcontractor, the Performing Party must demonstrate the same good faith effort to procure the replacement subcontractor.
7. The Performing Party must pay its subcontractors for satisfactory performance no more than 10 days from the Performing Party's receipt of payment from TCEQ.
8. TCEQ requires Performing Party to complete the following forms:
  - a. The Performing Party shall provide the attached DBE Subcontractor Participation Form, Form 6100-2, to all its DBE subcontractors with instructions that each DBE may complete the form and submit it directly to the appropriate EPA DBE Coordinator for Region 6.

- b. The Performing Party must have its DBE subcontractors complete Form 6100-3, DBE Program Subcontractor Performance Form.
- c. The Performing Party must complete and submit Form 6100-4, DBE Program Subcontractor Utilization Form.
- d. Performing Party must submit forms 6100-3 and 6100-4 to TCEQ HUB Office prior to contract award. When the agency requires a HSP, the completed HSP and supporting documentation must be included with the proposal/bid; otherwise proposal/bid shall be deemed non-responsive for failure to comply with advertised specifications.

#### **ARTICLE 9. PROHIBITION USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION**

1. The Performing Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. When Performing Party applies for final payment, Performing Party will certify on a written form provided by the TCEQ that Performing Party has complied with this provision.
2. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
3. The Performing Party shall submit to the TCEQ to Certification Regarding Lobbying form.

#### **ARTICLE 10. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING**

1. In accordance with 2 CFR Part 25, entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the Central Contractor Registration (CCR) prior to submitting an application or plan or entering into an agreement; (2) maintain an active CCR registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Data Universal Numbering System (DUNS) number in each application or plan it submits to TCEQ, unless an exemption applies.
2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid DUNS number.
3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.
4. The Performing Party shall submit to the TCEQ the Federal Funding Accountability and Transparency Act Reporting Form

#### **ARTICLE 11. MISCELLANEOUS PROVISIONS**

1. Drug-Free Workplace. The Performing Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the Performing Party must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.
2. In accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the Performing

Party agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

3. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the Performing Party agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Performing Party may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.
4. **Trafficking in Persons. Prohibition Statement** – You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time of the award; or used forced labor in the performance of the award or subaward under the award.
  - a. TCEQ may unilaterally terminate this award, without penalty, if a Performing Party that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement above; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement through conduct that is either (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented at 2 CFR Part 1532. The Performing Party must inform TCEQ immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement above.
  - b. TCEQ's right to terminate unilaterally that is described in previous section 4.a.: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to TCEQ under this award.