

Texas Commission on Environmental Quality (TCEQ)

Cooperative Reimbursement Contract for State Agencies and Local Governments

CONTRACT SIGNATURE PAGE

Contract Name: 319(H) Water Quality Management Plan - Colorado River Below E.V. Spence Total Maximum Daily Load Implementation (Ballinger)

Contract Number: 582-14-40159

Performing Party: Railroad Commission (RRC)

Performing Party Identification Number: 34554554559

Maximum Authorized Reimbursement: \$520,316

Effective Date: Date of Last Authorized Signature

Expiration Date: 8/31/2016

If checked, this Contract requires matching funds. Match Requirement: \$346,877

If checked, this Contract is funded with federal funds.

CFDA Number: 66.460

Federal Grant Number: TBD

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

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

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

TCEQ

By: _____

Authorized Signature

Richard A. Hyde P.E.

Printed Name

Deputy Executive Director

Title

Date

Authorized Signature

Lilia VanderWal, CTPM, CTCM

Printed Name

Procurements & Contracts Representative

Title

Date

RRC

By:  _____

Authorized Signature

Milton A. Rister

Printed Name

Executive Director

Title

9/13/13
Date

CONTRACT DOCUMENTS LIST

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

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Federal Section (Including Federal Conditions and Completed Forms)
- Scope of Work
- General Terms and Conditions
- Choose One
 - Fixed Payment Amounts
 - Cost Budget
- Notices, Project Representatives and Records Locations
- TCEQ – Approved Contract Work Plan
- TCEQ – Approved Performing Party Proposal
- Attachment A – Financial Status Report (FSR)
- Attachment B – Release of Claims
- Attachment C – Budget Revision Request (BRR)
- Attachment D – Personnel Eligibility List (PEL)
- Attachment E – Performing Party Performance Evaluation Report

SPECIAL TERMS AND CONDITIONS

1. RENEWALS

This Contract may be renewed for up to two additional one-year periods after the Expiration Date by an amendment signed by both parties.

2. PERSONNEL ELIGIBILITY LIST (PEL)

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

3. PERFORMING PARTY'S PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ review of Performing Party and may be a factor in the selection of future Contracts. TCEQ may provide this information to state agencies and, upon request, to others. Performing Party consents to the disclosure of any information or opinion contained in the evaluations. (Attachment E)

4. COST SHARING/ MATCHING FUNDS

4.1 The Performing Party agrees to share the costs of the activities described in this Contract. The Performing Party will pay 40% of all allowable costs incurred. TCEQ payments to Performing Party will not exceed 60% of all allowable costs incurred.

4.2 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". The Performing Party must comply with all applicable Federal Conditions.

4.3 Performing Party'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. Performing Party's cost share or matching contribution must not be included as a cost share or match for any other federally-assisted project or program.

4.4 Invoice Submittal: Each request for reimbursement must demonstrate that the Performing Party is contributing 40% of the 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.

5. REVISIONS, INTERPRETATIONS, AND MINOR AMENDMENTS

In conformance with General Term and Condition 1.2 **Amendments**, the following specifies when Contract changes do not require a formal written amendment and agreement by both parties:

5.1 TCEQ authority for making interpretations and agreeing to minor changes.

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

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

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

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

- 5.1.2 To be effective, the Contract changes agreed to by TCEQ must be in writing and must also be agreed to by an authorized Representative of the Performing Party. A copy of the agreed change must be retained in the appropriate file of both the Performing Party and TCEQ.
- 5.1.3 The Performing Party is responsible for requesting extensions to the deliverable schedule and other changes that are within the authority of TCEQ.
- 5.1.4 A formal Amendment to the Contract signed by authorizing officials of both Parties is required for changes to the substantive obligations of the Performing Party and/or TCEQ, including the following:
 - 5.1.4.1 Changes in the total amount of funds in the Budget or the Contract;
 - 5.1.4.2 Changes to the Contract's Expiration Date;
 - 5.1.4.3 Changes to the Scope of Work that affect TCEQ obligations in this Contract and in other Contracts with the funding source such as EPA, and obligations to another state or federal agency or the Texas Legislature; and
 - 5.1.4.4 Changes that affect the material obligations of the Performing Party in this Contract.

6 GENERAL TERMS AND CONDITIONS

16. **Budget** is updated to include the following changes:

16.4 **Budget Control** is changed to **Budget Control and Transfers** and replaced with the following language:

16.4.1 **Cumulative transfers less than 10% of the Total Budget.** The Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers between the direct cost categories during the Contract do not exceed ten percent (10%) of the Total Budget amount. The Performing Party must timely submit a BRR reflecting the revised budget. The Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval. (Attachment C)

16.4.2 **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve** all budget revisions that result in the cumulative transfer of funds greater than 10% of the Total Budget during a Contract. A Contract Amendment is required **before** the Performing Party incurs these costs.

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

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

16.5.1 Request for reimbursement must be submitted within 30 days after the close of each quarter.

16.5.2 For the last fiscal quarter of the Contract (June-August), reimbursement requests are due on a monthly basis. The Performing Party will submit the monthly reimbursement request documents within 15 days after the close of each month with the exception of the final billing which is due within 45 days after the close of the Contract.

7 NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Article 2 is replaced with the following:

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

8 CONSTRUCTION REQUIREMENTS

In addition to the insurance and legal requirements found in the General Terms and Conditions, Performing Party will comply with all applicable state and federal laws and regulations regarding procurement and utilization of engineering services and construction services for the purposes of this Contract. Performing Party is solely responsible for the means and methods of procuring and overseeing any engineering services and construction services. Performing Party or its subcontractors are also solely responsible for ensuring compliance with any applicable Davis-Bacon prevailing wage provisions, Worker's Compensation, permitting, or bonding requirements.

SCOPE OF WORK

The Colorado River Below E. V. Spence Reservoir, Segment 1426, in Coke and Runnels counties is listed as impaired and placed on the State's 303(d) list because of elevated levels of Total Dissolved Solids (TDS) and chloride. Studies have identified an area of elevated ground conductivity in a former oil and gas production field in the Valley Creek watershed near Ballinger. Railroad Commission of Texas (RRC) staff will perform a comprehensive data evaluation of the Ballinger site lithology, groundwater flow conditions, and both surface and groundwater quality results. This information will be used to design recovery systems, interceptor trench and recovery wells, and to determine the optimum location for these efforts to recover saline ground water before it discharges to the Colorado River and thus improve water quality conditions in the River. The RRC staff will also perform contaminant transport modeling using water quality information. Transport modeling will predict recovery rates of the trench and recovery wells; concentration discharge from groundwater to surface water; and the sphere of influence of the recovery wells.

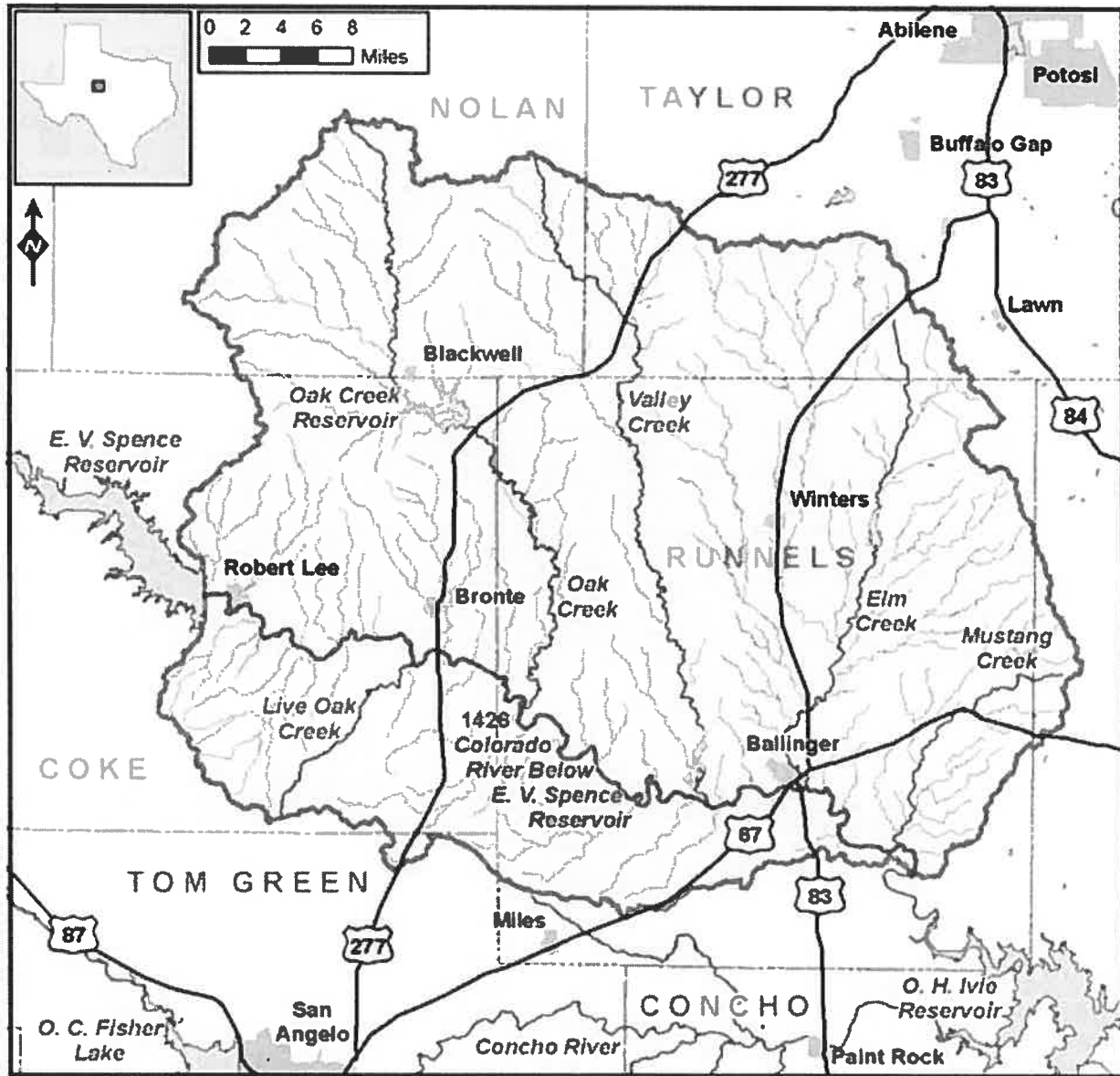
The recovered saline water will be collected into a tank battery and disposed at an offsite location. The location of the tank battery will be determined with the following considerations: (1) access to a county road at the edge of the property to eliminate vehicular traffic through private residential property; (2) between the area of highest chloride contamination, or source area, and a county road to reduce traffic on the property; and (3) access to the recovery wells with a remote discharge line running to either the county road or another remote loading point.

The RRC will develop a specifications document that will present the overall goals of the selected best management practices (BMPs), the engineering design of the BMPs, the approach to the construction/installation of the BMPs, and any logistical details that could impact the construction activities. The RRC will use a bidding and construction contractor selection process, which adheres to all federal and state requirements, for the actual construction of the recovery system and storage tank battery. BMP operation for the trench and recovery wells will include pumping the wells for groundwater gradient control and pumping out what has been captured at the trench.

The effectiveness of the remedial action (salt load reduction) will be determined by six (6) quarterly samplings of the groundwater monitoring wells and surface water in the Colorado River.

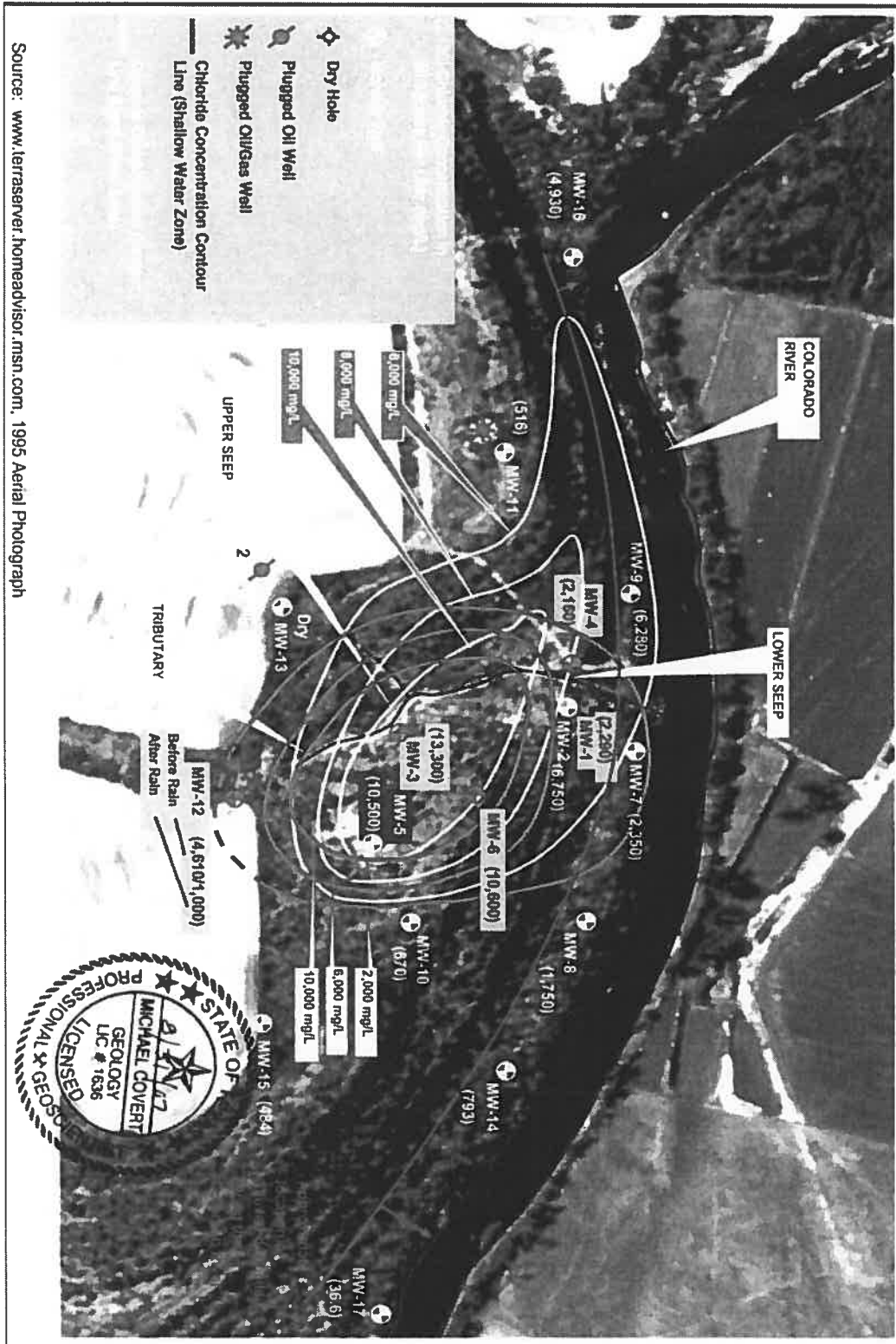
The RRC will work with stakeholders in at least two (2) face-to-face meetings to discuss plans for assessment; remediation in the project area; and to share the results. This allows the stakeholders and the public to participate in decision-making and provides a more complete understanding of water quality issues and how they relate to citizens. In order to reach the broadest number of people, information will be posted, updated, and disseminated on RRC's web page: (<http://www.rrc.state.tx.us/environmental/environsupport/nps/index.php>) and through other media, as possible, in a timely manner to ensure that the public is fully aware of the progress of the project.

A map illustrating the watershed of the Colorado River Below E. V. Spence Reservoir and an annotated aerial photograph of the Ballinger site are presented below:



Colorado River Below E. V. Spence Reservoir Watershed Map

Annotated Aerial Photograph of the Ballinger Site



Source: www.terraseriver.homemadivisor.msn.com, 1995 Aerial Photograph

Task 1: Project Administration

Objective: To effectively administer, coordinate, and monitor all work performed under this project including technical supervision, financial supervision, and preparation of status reports.

Subtask 1.1: Project Oversight – The RRC 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, the RRC may secure the services of subgrantee(s)/subcontractor(s). Project oversight status will be provided to the TCEQ with the Quarterly Progress Reports (QPRs).

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

The QPRs are to include the following:

- Status of deliverables for each Task; and
- Brief narrative description in Progress Report format.

Subtask 1.3: Reimbursement Forms – The RRC will submit reimbursement forms to the TCEQ Contract Manager within 30 days after the close of each state fiscal quarter. For the final quarter of the Contract period, reimbursement forms are required on a monthly basis.

Subtask 1.4: Contract Communication – The RRC will participate in a post-award orientation meeting with TCEQ within 30 days of Contract execution. The RRC 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 within a minimum of 14 days prior to RRC scheduling any public meetings or events, initiation of construction, or other major Task activities; and
- Notification within 48 hours regarding events or circumstances that may require changes to budget, Scope of Work, or Schedule of Deliverables.

Subtask 1.5: Coordination Meeting with the United States Environmental Protection Agency (EPA) – The RRC 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 1.6: Annual Report Article – The RRC will provide an article for the *Nonpoint Source Annual Report* upon request by the TCEQ. The article will include a brief summary of the project and describe the activities of the past fiscal year.

Deliverables

- Project Oversight Status Reports.
- QPRs.
- Reimbursement Forms.
- Post-award Orientation Meeting.
- Project Coordination between QPRs.
- EPA Coordination Meeting.
- Annual Report Article.

Task 2: Quality Assurance

Objective: To develop data quality objectives (DQOs) and quality assurance/control (QA/QC) activities to ensure data of known and acceptable quality are generated through this project.

Subtask 2.1: Quality Assurance Project Plan (QAPP) Planning Meeting – The RRC will schedule a QAPP planning meeting with the TCEQ Project Manager, Quality Assurance staff, technical staff, management, and contractors to implement a systematic planning process based on the elements in the TCEQ NPS QAPP Shell. The information developed during this meeting will be incorporated into a QAPP. The storage location of data records and how data should be coded will also be determined during these meetings. The RRC may conduct additional meetings to determine whether changes to an existing QAPP are needed.

Subtask 2.2: QAPP – The RRC will develop and submit, to the TCEQ, a QAPP with project-specific DQOs and other components consistent with the following documents:

- EPA Requirements for Quality Assurance Project Plans (QA/R5).
- EPA Guidance for Geospatial Data Quality Assurance Project Plans (QA/G-5G).
- EPA QAPP Requirements for Secondary Data Research Projects.
- TCEQ Surface Water Quality Monitoring Procedures.
- TCEQ NPS QAPP Shell(s).

The RRC will develop the QAPP in consultation with the TCEQ Project Manager, Quality Assurance staff, technical staff, and contractors. The RRC will submit the QAPP to the TCEQ 120 days or more prior to the scheduled initiation of environmental data operations. The QAPP must be signed/fully approved by TCEQ and, if necessary, EPA, before any environmental data operations begin.

Activities covered under this QAPP:

- Monitoring for BMP effectiveness.

Tasks covered under this QAPP:

- Task 2;
- Task 4; and
- Task 6

Tasks NOT covered under this QAPP:

- Task 1;
- Task 3; and
- Task 5;

Subtask 2.3: QAPP for Modeling – The RRC will develop and submit to the TCEQ, a QAPP containing project-specific data quality objectives consistent with the EPA requirements for QAPPs for modeling QA/G-5M format, 120 days or more prior to the scheduled initiation of environmental data operations associated with modeling activities. The QAPP will be developed by the RRC in consultation with the TCEQ Project Manager, Quality Assurance staff, technical staff, and contractors. The QAPP must be signed/fully approved by TCEQ, and if necessary, EPA, before any environmental data operation begins.

Activities covered under this QAPP:

- Mapping.
- Groundwater Flow and Transport Modeling.

Tasks covered under this QAPP:

- Task 2;
- Task 3;
- Task 4; and
- Task 6.

Tasks NOT covered under this QAPP:

- Task 1; and
- Task 5.

Subtask 2.4: QAPP Annual Updates or Reissuances – The RRC will submit annual QAPP updates or reissuances not less than 90 days prior to the end of the effective period of the QAPP. The last approved version of the QAPP will remain in effect only for the specified approval period. Upon expiration of the approval period for a

QAPP, all the work covered by the expired QAPP will cease until such time as a revised QAPP has been fully approved by TCEQ and, if necessary, EPA.

Subtask 2.5: QAPP Amendments – The RRC will review, approve, and incorporate all changes into a revised QAPP during the annual revision process; or an amendment to the QAPP will be submitted 90 days prior to the scheduled initiation of changes or additions to activities listed in the current QAPP. The RRC will document all changes to the QAPP and the reasons for the changes. The RRC will ensure that the current QAPP in effect, is followed until an amended QAPP is signed/fully approved by TCEQ and, if necessary, EPA.

Deliverables

- QAPP Planning Meeting Minutes.
- Draft and Final QAPP.
- Draft and Final QAPP for Modeling.
- Draft and Final QAPP Annual Reviews and Revisions for either/both QAPP.
- Draft and Final QAPP Amendments for either/both QAPP.

Task 3: Investigation of the Optimum Recovery Location for BMP Effort

Objective: To determine the optimum location for BMP effort in order to capture the maximum salinity load possible.

Subtask 3.1: Comprehensive Data Evaluation and Modeling – RRC staff will evaluate surface and ground water sampling results (current and historic), groundwater flow conditions, and site lithology. RRC staff will use modeling to determine the optimum recovery location for BMP effort. Flow modeling will be conducted to quantify water balance and movement. Modeling will consider various ground water zones and ground water and surface water interactions. The models will be calibrated and validated. Models will be used to evaluate various sizes, configurations, and locations of the recovery system. The results will be summarized in a data evaluation and modeling report.

Subtask 3.2: BMP Design – RRC staff will design a recovery trench BMP across the drainage feature near the confluence of the feature and Colorado River. The recovery trench BMP will intercept and remove saline-contaminated shallow groundwater near the confluence of the feature and Colorado River. RRC staff will install five (5) to six (6) extraction wells along the south side of the Colorado River.

Deliverables

- Data Evaluation and Modeling Report;
- Model input and calibration and validation files;
- Output files and prioritized scenarios; and
- Modeling Task Integration Report (including recommended recovery system design and technical information that follows EPA guidance for successful watershed plans, results, graphs, tables, and maps, as necessary).

Task 4: Implementation of Saline Water Extraction Systems and Monitoring BMP Effectiveness

Objective: To install saline water extraction systems and to monitor effectiveness.

Subtask 4.1: BMP Design Specifications Document – The RRC will use the BMP designs to develop specifications documents that will present the overall goals of the selected BMPs; the engineering design of the remedies; the approach to the construction/installation; and any logistical details that could impact construction activities.

Subtask 4.2: BMP Construction – The RRC will use a bidding and construction selection process for actual BMP construction. RRC staff will perform oversight of construction and start-up activities. BMP construction activities will be summarized in daily field reports and in an As-Built Construction document.

Subtask 4.3: BMP Operation – Basic BMP operation for the trench and recovery wells will include pumping the wells for groundwater gradient control and pumping out what has been captured at the trench. All recovered

water will be stored in tanks and then disposed in an offsite disposal well. The recovery wells and trench will be gauged and sampled on a quarterly basis. BMP operations will be conducted by RRC staff.

Subtask 4.4: Monitoring for BMP Effectiveness – The RRC will monitor the effectiveness of the remedial action (salt load reduction) by quarterly sampling of monitoring wells and surface water in the Colorado River. Geochemical and isotopic screening will be conducted to confirm that the recovered water is derived from the contaminated aquifers and excessive recovery pumping is not drawing in deeper saline water. Isotopic and geochemical results will help constrain and regulate recovery pumping rates.

Deliverables

- BMP Design and Specification Documents.
- Daily Field Reports.
- As-Built Construction Document.
- RRC Operation Quarterly Reports.
- RRC BMP Monitoring Quarterly Reports.

Task 5: Outreach

Objective: To discuss BMP plans and results with stakeholders and facilitate partnerships and broader participation with the project stakeholders.

Subtask 5.1: Stakeholder Meetings – The RRC will hold two (2) public meetings to discuss BMP plans and results of the BMP efforts.

Subtask 5.2: Transfer of Technology - The RRC will keep the public informed on the progress of the project by posting meeting minutes, BMP designs, and reports on RRC's website.

Deliverables

- Documentation of 2 stakeholder public meetings including attendees and meeting minutes.
- RRC Project Web Pages Quarterly Updates.

Task 6: Final Report

Objective: The RRC will produce a Final Report that summarizes all activities completed and conclusions reached during the project. The report must describe project activities, identify and discuss the extent to which project goals and purposes have been achieved, and the amount of funds actually spent on the project. The report should emphasize successes, failures, lessons learned, and should include specific water quality data demonstrating water quality improvements if applicable. The Final Report must summarize all the Task Reports specified in the Scope of Work in either the text or as appendices.

Subtask 6.1: Draft Final Report – The RRC will provide a Draft 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, technical report will provide analysis of all activities and deliverables under this Scope of Work.

The report should 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 6.2: Final Report – The RRC will revise the Draft Report to address comments provided by the TCEQ Project Manager and the EPA. The RRC will submit the Final Report to the TCEQ Project Manager, who will subsequently submit it to EPA.

Deliverables

- Draft Final Report.
- Final Report.

SCHEDULE OF DELIVERABLES

Task No.	Deliverables	Due Date
1 Project Administration		
1.1	Project Oversight Status	Quarterly, Documented in QPRs
1.2	Quarterly Progress Reports	The 15 th of the month following each state fiscal quarter
1.3	Reimbursement Forms	Within 30 days after the close of each quarter. For the last reporting period of the project, reimbursement forms are required on a monthly basis
1.4	Post-award Orientation Meeting	Within 30 days of contract execution
	Project Communications between QPRs	Quarterly, Documented in QPRs
1.5	EPA Coordination Meeting	TBD
1.6	Annual Report Article	Upon Request
2 Quality Assurance		
2.1	QAPP Planning meeting	Within 30 days of contract execution
2.2	Draft QAPP	120 days or more prior to the scheduled initiation of environmental data operations
2.2	Final QAPP	Within 30 days of receipt of TCEQ comments
2.3	Draft QAPP for Modeling	120 days or more prior to the scheduled initiation of environmental data operations associated with modeling activities
2.3	Final QAPP for Modeling	Within 30 days of receipt of TCEQ comments
2.4	Draft Annual QAPP Update or Reissuance	Not less than 90 days prior to the end of the effective period of either QAPP
2.4	Final QAPP Annual Update or Reissuance	Within 30-days of receipt of TCEQ comments
2.5	Draft QAPP Amendments	90 days prior to the scheduled initiation of changes or additions to activities listed in either QAPP
2.5	Final QAPP Amendments	Within 30-days of receipt of TCEQ comments

Task No.	Deliverables	Due Date
3 Investigation of the Optimum Recovery Location for BMP Effort		
3.1	Data Evaluation and Modeling Report	Quarter 4
	Model input and calibration and validation files	
	Output files and prioritized scenarios	
3.2	Modeling Task Integration Report	Quarter 6
4 Implementation of Saline Water Extraction Systems and Monitoring BMP Effectiveness		
4.1	BMP Design and Specification Documents	Quarter 7
4.2	Daily Field Reports	Daily, quarters 5 - 8
	As-Built Construction Document	Quarter 8
4.3	RRC Operation Quarterly Reports	Quarterly, quarters 5-10 Documented in QPRs
4.4	RRC BMP Monitoring Quarterly Reports	Quarterly, quarters 5-10 Documented in QPRs
5 Outreach		
5.1	Stakeholder Meetings	Quarters 2, 12, Total of 2
5.2	RRC Web Page Updates	Quarterly, Documented in QPRs
6 Final Report		
6.1	Draft Final Project Report	July 1, 2016
6.2	Final Project Report	August 1, 2016

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment and agreement by both parties.
- 1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable Contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

- 2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. The Performing Party will ensure that this article is included in any subcontract it awards.
- 2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.
- 2.3. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the Contract funding source.
- 2.4. **Grants.** If this Contract was entered under TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5. **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract will not be construed to create debt against the State of Texas.

3. ALLOWABLE COSTS

- 3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.
- 3.2. **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The text of UGMS is available online at the Governor's website. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** The Performing Party will invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. The Performing Party's invoice will conform to all reimbursement requirements specified by TCEQ. (Attachment A)
- 4.2. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. The Performing Party will return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.3. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

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

5. FINANCIAL RECORDS, ACCESS AND AUDITS

- 5.1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Performing Party will ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2. **Financial Records.** The Performing Party will establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request the Performing Party will submit records in support of reimbursement requests. The Performing Party will allow access during business hours to its financial records for this contract by TCEQ or the Texas State Auditor's Office for the purpose of inspection and audit. Financial records regarding this Contract will be retained for a period of three years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

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

7. TIME

- 7.1. **Time is of the Essence.** The Performing Party's timely performance is a material term of this Contract.
- 7.2. **Delays.** Where the Performing Party's performance is delayed, except by Force Majeure or act of TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights.

8. CONFLICT OF INTEREST

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

9. DATA AND QUALITY

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

10. INTELLECTUAL PROPERTY

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

11. INSURANCE AND INDEMNIFICATION

- 11.1. **Insurance.** Unless prohibited by law, the Performing Party will require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by TCEQ, sufficient coverage will include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 11.2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM 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 SHALL BE SUBJECT TO THE AUTHORITY OF THE

OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS CONVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1. **Termination for Cause.** TCEQ may, upon providing 10 days written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if the Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2. **Termination for Convenience.** Either party may, upon providing 10 days written notice to the other party, terminate this Contract for convenience. Termination will not prejudice any other right or remedy of TCEQ or the Performing Party. The Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. The Performing Party 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.
- 12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination will be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1. **Payment of a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of the Performing Party from obligations under this Contract.
- 13.2. **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 the Performing Party's nonconformance, TCEQ may do one or more of the following:
 - 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 13.2.6. Terminate the Contract without further obligation for pending or further payment by TCEQ and receive restitution of previous payments.
- 13.3. **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4. **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

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

- 14.1. **Survival of Obligations.** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or

which in TCEQ's opinion is related to the subject matter of the Contract. Either party will notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

15. CONTRACT INTERPRETATION

- 15.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 15.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 15.3 **Delivery of Notice.** Notices are deemed to be delivered three working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.
- 15.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 15.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 15.6 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it 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.
- 15.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by the Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 15.8 **Venue.** The Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 15.9 **Publication.** The Performing Party agrees to notify TCEQ five days prior to the publication or advertisement of information related to this Contract. The Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 15.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of the Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, will be construed as a waiver on any other occasion.
- 15.11 **Compliance with Laws.** TCEQ relies on the Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 15.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 15.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

COST BUDGET

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

Budget Category	Cost for Work to be Performed
Salary/Wages	\$44,676
Fringe Benefits	\$12,447
Travel	\$5,113
Supplies	\$0
Equipment	\$0
Contractual	\$691,845
Construction	\$0
Other	\$0
Total Direct Costs	\$754,081
Other In-Kind Contributions	\$0
Indirect Costs	\$113,112
Total Costs	\$867,193
Recipient Cost Share (40%)	\$346,877
Total Reimbursable Costs (60%)	\$520,316

16.1 **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is 14.9% of:

salary and fringe benefits modified total direct costs other direct costs base

If other direct cost base, identify:

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

approved predetermined rate experienced-based predetermined rate default rate

16.2 **Other.** If Budget Category "Other" is greater than \$25,000 or more than 10% of budget total, identify the main constituents:

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

16.4 **Budget Control.** Actual costs to be reimbursed for each line item above must not exceed ten percent (10%) over the budgeted amount for that line item. Total costs to be reimbursed must be at or less than the total specified. All invoices must be submitted in a format that clearly shows how this requirement is being met. At a minimum, invoices must show expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable Contract period), percent of budget spent to date, and percentage of budget projected to be spent.

16.5 **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices will be submitted within two calendar months after completing the Scope of Work activities. TCEQ may extend this deadline by unilateral contract agreement.

- 16.6 **Grant Chargeback Invoices.** In the case of an invoice for grant activities being paid during the second fiscal year for which the funds were appropriated, ALL INVOICES MUST BE SUBMITTED IN SUFFICIENT TIME FOR TCEQ REVIEW, NECESSARY CORRECTIONS, TCEQ APPROVAL, AND SUBSEQUENT PRESENTATION TO THE COMPTROLLER BEFORE THE END OF THE FISCAL YEAR.
- 16.7 **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 16.8 **Supporting Records.** Performing Party will submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Performing Party will maintain records subject to the terms of this Contract.
- 16.9 **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate shown above (if no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract). The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match).
- 16.10 **Indirect Rates Authorized under UGMS.** The following rates are authorized under UGMS:
- a. **Approved Predetermined Rate.** An approved predetermined rate is an indirect cost rate agreed to within the preceding 24 months in a signed indirect rate negotiation agreement with the applicable federal cognizant agency, state single audit coordinating agency, major state funding agency, or another state agency designated by the Governor. An approved predetermined rate will be expressed as a percentage of the direct cost base specified in the signed indirect rate negotiation agreement.
 - b. **Experience-Based Predetermined Rate.** An experience-based predetermined rate is an indirect cost rate agreed to between TCEQ and Performing Party, where there is no approved predetermined rate and there is sufficient cost experience and other pertinent facts to enable the parties to reach an informed judgment (a) as to the probable level of indirect costs in the Performing Party's programs during the term of the Contract, covered by the negotiated rate, and (b) that the amount allowable under that rate would not exceed actual indirect costs. An experience-based predetermined rate will be expressed as a percentage of either (a) salary and wages, or (b) modified total direct costs. Modified total direct costs are total direct costs less "extraordinary or distorting expenditures," usually capital expenditures, subawards, Contracts, assistance payments (e.g., to beneficiaries), and provider payments. The direct cost base selected should result in the fair distribution of indirect costs among all state and federal grants and Contracts affected, as well as other Performing Party activities that share in the indirect costs.
 - c. **Default Rate.** A default rate is an indirect of ten percent (10%) of direct salary and wages, to be used where (a) there is no approved or experienced-based predetermined rate, and (b) the Performing Party represents that its actual indirect costs equal or exceed ten percent (10%) of salary and fringe.
- 16.11 **Adjustment of Indirect Rates.** A reimbursable rate is intended to be final. Performing Party acknowledges that TCEQ's budget is limited and funds may not be available to reimburse any increase in indirect costs. Performing Party waives any right it may have to upward adjustment of its indirect rate, and agrees to contribute any such increase to the successful performance of this Contract (if matching funds are required, Performing Party may claim such costs as all or part of its match). TCEQ waives any right it may have to a downward adjustment of Performing Party's indirect rate, unless the reimbursable rate is greater than the Performing Party's actual indirect costs. If the latter case, if reasonably feasible, a compensating adjustment will be carried forward to this Contract or a future Contract. If not feasible, where permitted by law TCEQ and the Performing Party may identify additional services to be performed by the Performing Party as a compensating adjustment, or the Performing Party will reimburse TCEQ the excess indirect costs paid.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

- 1. Representatives.** The individual(s) named below are the representatives of TCEQ and the Performing Party. They are authorized to give and receive communications and directions on behalf of TCEQ and the Performing Party as indicated below. All communications including official Contract notices must be addressed to the appropriate representative or his or her designee.
- 2. Changes in Representatives.** Either party may change its representative by unilateral amendment.
- 3. TCEQ Representatives**

**TCEQ Contract Manager
(for Contractual Matters)**

Dietrich Sanders
Texas Commission on Environmental Quality
P.O. Box 13087
MC-141
Austin, Texas 78711-3087
Phone: (512) 239-0099
Facsimile: (512) 239-6672
Email: Dietrich.Sanders@tceq.texas.gov

**TCEQ Project Manager
(for Technical Matters)**

Faith Hambleton
Texas Commission on Environmental Quality
P.O. Box 13087
MC-203
Austin, Texas 78711-3087
Phone: (512) 239-1764
Facsimile: (512) 239-1414
Email: Faith.Hambleton@tceq.texas.gov

- 4. Performing Party Representatives**

**RRC Project Manager
(for Contractual Matters)**

William Renfro
Railroad Commission
1701 North Congress
Austin, Texas 78701
Phone: (512) 463-6765
Facsimile: (512) 463-2388
Email: Bill.Renfro@rrc.state.tx.us

- 5. Invoice Submittal.** Invoices may be submitted electronically to the TCEQ Contract Manager and TCEQ Project Manager at WOPDInv@tceq.texas.gov. Invoices submitted by mail must be addressed to the TCEQ Contract Manager.
- 6. Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

Railroad Commission
1701 North Congress
Austin, Texas 78701

Attachment A (contd.)

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
<p>A. PERSONNEL/SALARY</p> <p>All Employees listed on current PEL? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. FRINGE Rate = _____ % Total for the reporting period = \$ _____ (Do not include fringe in total at right)</p>			
<p>TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)</p>			

On this Supplemental Form, list employee's name, title/position, salary for the period, and Task number(s) worked. An updated PEL is required when employment status changes occur.

TRAVEL EXPENDITURES (during this report period)

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

On this Supplemental Form, itemize each traveler's costs to show name of traveler, date(s) of travel, destination and purpose, mode of transportation, costs for meals, lodging, transportation, and Tasks for which the cost applies (itemization may be attached).

Attachment A (contd.)

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 10h on Form 20248)				

On this Supplemental form, list materials and supplies purchased for the Contract, cost, and Task to which each supply item applies. Provide enough information in the description to enable the TCEQ to determine the allowability of cost.

EQUIPMENT PURCHASES (during this report period)

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)				

List the description of equipment, serial No., cost and Task to which each equipment item applies. Note: TCEQ may disallow the cost of equipment purchased without prior approval.

Attachment A (contd.)

CONTRACTUAL EXPENDITURES (during this report period)

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

List all subcontractor costs either incurred or paid during the period, including subcontractor name, description of activities performed, date(s) performed, costs, and related Tasks.

CONSTRUCTION COSTS (during this report period)

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

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

OTHER EXPENDITURES (during this report period)

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

On this Supplemental form, list the description of the item or cost, cost, and Task to which each item or cost applies. Provide enough information in the description to enable the TCEQ to determine the allowability of cost.

Attachment B

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Release of Claims

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

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

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

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

Executed on this _____ day of _____, 20__.

By: _____
(signature)

(name, typed or printed)

(title)

Attachment C

BUDGET REVISION REQUEST FORM

Purpose: For TCEQ review and approval of recipient organization proposed budget changes to ensure project deliverables are met and fiscal accountability.

Instructions: Complete 1. - 8. The spreadsheet will total the amounts in 9., i., and k.

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

2. Grant/ Contract Title:		3. Payee Identification No.:	
4. TCEQ Contract No.:		5. Total Project/ Grant Period:	
6. Budget Categories:	7. Approved Budget	8. Change Requested (+ or -)	9. New or Revised Budget
a. Personnel/Salaries			
b. Fringe Benefits			
c. Travel			
d. Supplies			
e. Equipment			
f. Contractual			
g. Construction			
h. Other			
i. Total Direct Costs (sum a - h)			
j. Indirect Costs (____% x \$ _____ Salary)			
k.Total (sum i & j)			

Justification (Attach additional sheets, if necessary):

Budget Revision Request must contain both the TCEQ Project Manager and TCEQ Contract Manager signatures to be valid.

Signature of Authorized Representative Date

Type or Printed Name and Title

Signature of TCEQ Project Manager Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager Date

Type or Printed Name and Title

Attachment E

PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT

Final Report (Check only if the Agreement has ended and this is the last Performance Report)
 Report No. _____ of _____
 Grantee: _____
 Project Name (if applicable) _____
 Date of Last Report: _____

Today's Date: _____
 Evaluation Period: From _____ to _____
 Contract No./ Purchase Order No. _____
 Phase (if applicable): _____
 Date of Program's Last Site Visit (if applicable): _____

Brief Description of Work / Services (optional): _____

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

Evaluator's Name: _____ (Printed or Typed) Signature: _____

Division: _____ Section: _____

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

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

Attachment E (contd)

PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT - Category Descriptions

PERFORMANCE CATEGORY	EXCEEDS EXPECTATIONS (Score = 3)	SATISFACTORY PERFORMANCE (Score = 2)	MARGINAL PERFORMANCE (Score = 1)	UNSATISFACTORY PERFORMANCE (Score = 0)
<p>1. Quality and Accuracy Quality, sufficiency, and accuracy of contract-required work, including work or Tasks performed by subcontractors</p> <p>2. Timeliness Timeliness with respect to completing Contract-required work and/or work-related Tasks, including work performed by subcontractors</p>	<p>Work product always, with rare exceptions, of excellent quality. Revisions rarely or never required.</p> <p>All Tasks and Contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.</p>	<p>Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.</p> <p>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.</p>	<p>Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.</p> <p>Some major work performance delays caused (or expected to cause) delivery schedules to be missed.</p>	<p>Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.</p> <p>Required work product not completed on time, due to factors that should have been under contractor's control.</p>
<p>3. Reports Accuracy, adequacy, and timeliness of Contract-required activity/progress reports, notifications, financial reports, invoices, pay requests and other required documents, excluding HUB reports</p>	<p>All reports accurate and complete, as well as on time. No rewrites or additional information required.</p>	<p>Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.</p>	<p>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.</p>	<p>Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.</p>
<p>FOR HUB PROGRAM USE ONLY: 4. HUB and/or DBE/MBE/WBE* 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. *When the term HUB is used, include evaluation of Contractor's performance of DBE/MBE/WBE requirements.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>

Attachment E (contd)

<p>5. Communication 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>6. Cost Control* 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. *Do not include consideration of Contract or Work Order budget amount changes requested or caused by TCEQ.</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>7. Technology Contractor's demonstrated technical competence and/or expertise (including competence and expertise of subcontractors); plus contractor's innovativeness and willingness to apply, within the limitations of the Contract, new techniques or technologies</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>8. Other DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>	<p>DESCRIBE</p>

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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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.

Milton A. Rister, Executive Director, Railroad Commission of Texas

Typed Name & Title of Authorized Representative



Signature and Date of Authorized Representative

9/13/13

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.



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

2) DBA Name

3) DUNS Number 4) DUNS Number + 4

5) Address

City State Zip Code

County

6) Parent DUNS Number

7) Primary site where the work will be performed

City State Zip Code

County

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 Colorado River Below E. V. Spence Reservoir, Segment 1426, in Coke and Runnels counties is listed as impaired and placed on the State's 303(d) list because of elevated levels of Total Dissolved Solids (TDS) and chloride. Studies have identified an area of elevated ground conductivity in a former oil and gas production field in the Valley Creek watershed near Ballinger. Railroad Commission of Texas (RRC) staff will perform a comprehensive data evaluation of the Ballinger site lithology, groundwater flow conditions, and both surface and groundwater quality results. This information will be used to design recovery systems, interceptor trench and recovery wells, and to determine the optimum location for these efforts to recover saline ground water before it discharges to the Colorado River and thus improve water quality conditions in the River. The RRC staff will also perform contaminant transport modeling using water quality information. Transport modeling will predict recovery rates of the trench and recovery wells; concentration discharge from groundwater to surface water; and the sphere of influence of the recovery wells.

10) Contract Number

11) Form Preparer's Name 12) Preparer's Title

13) Preparer's Phone Number 14) Date Form Completed

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 § 25.1110)

- 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)**

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.