

# Texas Commission on Environmental Quality (TCEQ)

## CONTRACT SIGNATURE PAGE

Contract Name: Dry Comal Creek and Comal River Watershed Protection Plan Implementation: Wildlife, Pet, and Stormwater Management Measures and Outreach in New Braunfels

Contract Number: 582-22-30199

Performing Party: City of New Braunfels

Performing Party Identification Number: 17460017746

**Maximum Authorized Reimbursement: \$826,377.00**

Effective Date: 9/1/2021

Expiration Date: 2/28/2026

☒ If checked, this Contract requires matching funds. Match Requirement: \$550,918.00

☒ If checked, this Contract is funded with federal funds.

CFDA Number: 66.460

Federal Grant Number: C9-99614625

This Contract is entered under: ☐ Gov't Code ch. 771 (Interagency) ☒ Gov't Code ch. 791 (Interlocal)  
☐ Water Code §5.229 (Intergovernmental) ☒ Water Code §5.124 (Grant)

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, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to 2 Code of Federal Regulations (CFR) Part 200, to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

### TCEQ

### City of New Braunfels

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
L'Oreal W. Stepney, P.E.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Deputy Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Robert Camareno

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Procurements & Contracts Representative

\_\_\_\_\_  
Christopher Redden, CTCM, CTCD

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## CONTRACT DOCUMENTS LIST

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

- ☒ Contract Signature Page
- ☒ Contract Documents List (this page)
- ☒ Special Terms and Conditions
- ☒ Federal Conditions and Forms
- ☒ Scope of Work
- ☒ Insurance Section
- ☒ General Terms and Conditions
- ☒ Cost Budget
- ☒ Notices, Project Representatives and Records Locations
- ☒ 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 - Performance Evaluation Report
- ☒ Attachment F - Level-of-Effort Certification

## SPECIAL TERMS AND CONDITIONS

1. **PERFORMING PARTY'S PERFORMANCE EVALUATION.** Performance evaluations are a part of the TCEQ review of the 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. The Performing Party consents to the disclosure of any information or opinion contained in the evaluations (Attachment E).
2. Sections 2, 7, and 8 in the **Cost Budget** section of the Contract are modified as follows:
  2. **Matching Funds.** This Contract requires matching funds.
    - a. 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.
    - b. 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.
    - c. 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.
    - d. 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.
  7. **Budget Control, Subsection b. Cumulative transfers greater than 10% of the Total Budget:**
    - b. TCEQ must **preapprove in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must submit a BRR to address this change.
  8. **Invoice Submittal.** Invoices must be submitted to the individuals named in the Notices, Project Representatives and Records Location section of the Contract at quarterly intervals. The reporting periods will correspond to the State of Texas fiscal year (September-November, December-February, March-May, and June-August). Invoices must include Attachment A (FSR).
    - a. Requests for reimbursement must be submitted within 30 days after the close of each quarter with the exception of the last fiscal quarter of the Contract, when invoices will be due on a monthly basis (see below for monthly invoicing terms).
    - b. For the last fiscal quarter of the Contract, 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.

3. **INDIRECT COST REIMBURSABLE RATE CHANGES.** Subsection d. is added to Section 6. **Budget Control** of the Cost Budget section of the Contract as follows:

- b. **Indirect Cost Reimbursable Rate Changes.** If Performing Party's indirect cost reimbursable rate changes during the term of the Contract, Performing Party must submit appropriate documentation supporting the new indirect rate to TCEQ. The adequacy of the supporting documentation will be determined at TCEQ's sole discretion. TCEQ must **pre-approve in writing** all changes to Performing Party's indirect cost reimbursable rate. This may be documented through a BRR so long as the indirect rate change does not (1) cause an increase to the Total Budget amount or (2) require the transfer of more than \$2,000 to or from the Indirect Costs budget category. All other changes must be documented through an amendment.

4. **CLEAN WATER ACT SECTION 319 NON-POINT SOURCE ASSISTANCE AGREEMENTS PUBLIC AWARENESS TERMS AND CONDITIONS**

- a. Outreach Signage Requirements

The Performing Party agrees to provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo. The Performing Party will work with the TCEQ Project Manager and EPA to obtain the appropriate EPA logo or seal graphic file. The EPA Logo will be displayed meeting the following specifications: EPA Logo and Seal Specifications for Signage produced by EPA Assistance Agreement Recipients. If the physical design of the sign allows, it should also include the following text:

"This project has been funded by the United States Environmental Protection Agency" or  
 "This cooperative project has been funded in part by the United States Environmental Protection Agency"

Exceptions to including the EPA logo may be made by the Regional 319 Coordinator on recommendation by TCEQ.

- b. Announcements

The Performing Party agrees that announcements through the web or print materials for workshops, conferences, demonstration days or other events as part of a project funded by a 319-assistance agreement shall contain a statement that the materials or conference has been funded by the TCEQ through a grant from the EPA.

- c. Public or Media Events

The Performing Party agrees to notify the TCEQ Project Manager of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by state or federal representatives with at least fifteen (15) working days' notice.

- d. Limited English Proficiency Communities

To increase public awareness of projects serving communities where English is not the predominant language, the Performing Party is encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

5. General Term and Condition **11.1 Insurance** is supplemented with the following:

The foregoing insurance coverages required of Performing Party's contractors must also protect Performing Party and TCEQ from all claims and liability for injury to persons and for damage to property arising from Performing Party's conduct in connection with any Project Site Tours performed by Performing Party (see Task 3 in the Scope of Work).

6. **OPERATION AND MAINTENANCE.** The Performing Party must assure the continued proper operation and maintenance of all nonpoint source management practices that are successfully implemented under this Contract. The Performing Party must properly operate and maintain the nonpoint source management practices implemented for the expected lifespan of the specific practice in accordance with commonly accepted standards, or 10 years. If the Performing Party awards funds to any subgrantees to perform these projects, this provision must also be included in any related sub-agreement.
7. **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 any engineering services or 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.
8. **EQUIPMENT.** Consistent with 2 Code of Federal Regulations (CFR) 200.313, title to equipment vests upon acquisition with the Performing Party, pursuant to the following conditions:
- a) The Performing Party may keep the equipment and continue to use it on the activities under this Contract, or, if no longer needed for this Contract, must use it on other federally-funded projects.
  - b. Per 2 CFR 200.313(b), the Performing Party may manage and dispose of equipment acquired under this Contract in accordance with state laws and procedures.

# Federal Conditions and Forms (GRANTS)

## **ARTICLE 1. FEDERAL REQUIREMENTS**

This Agreement is funded in whole or in part with federal grant money. All applicable requirements of TCEQ's federal grants; EPA grant policies and guidance; 2 Code of Federal Regulations (CFR) Part 200, including procurement standards; and 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). TCEQ has separately provided the current and available pass-through information required under 2 CFR 200.331 to the Performing Party with this agreement. 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**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this agreement for Federal purposes. EPA may authorize another grantee to use copyrighted works or other data developed with EPA funds provided under this agreement to perform another grant when such use promotes efficient and effective use of Federal grant funds.

## **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

This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to Texas Commission on Environmental Quality. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.

## **ARTICLE 4. RECYCLED MATERIALS**

1. When Performing Party procures \$10,000 or more of a designated item in a fiscal year for this Contract or did so in the preceding fiscal year, Performing Party will select the item containing the highest percentage of recycled materials practicable as required by 42 U.S.C. 6962 and 2 CFR 200.322. This requirement does not apply to incidental purchases that are not a direct result of this Contract. Designated items are listed by the EPA in the most recent Consolidated Recovered Materials Advisory Notice. If the item with the highest percentage of recycled materials does not meet performance standards or is not available in a reasonable time or at a reasonable price, or the purchase of the item would not allow a reasonable level of competition, Performing Party may select a different item. With its invoice, Performing Party will report any purchases to which this section applies to TCEQ and indicate the percentage of recycled

materials in the items purchased. If Performing Party does not select the item containing the highest percentage of recycled materials, it will also state the reason.

2. Paper for Reports to EPA. When directed to provide paper documents, 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.

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

1. Performing Party shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with 2 CFR § 200.49. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.
2. Performing Party shall comply with the property management requirements of 2 CFR §§ 200.310 through 200.316.

#### **ARTICLE 6. 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 2 CFR Part 200, Subparts D and F, as appropriate.
2. In accordance with 2 CFR 200.501(a), the Performing Party shall obtain a single audit if it expends \$750,000 or more a year in federal awards.
3. Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive any audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Section.

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

Performing Party shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. 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. Performing Party may access the System for Award Management at: <https://www.sam.gov/SAM/> or type "System for Award Management" in an internet search.

#### **ARTICLE 8. PROHIBITION ON 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 in connection with obtaining any federal contract, grant, or other award, or in litigation against the United States unless authorized under existing law.
2. The Performing Party shall submit to the TCEQ the EPA Certification Regarding Lobbying form and if applicable, the Disclosure of Lobbying Activities form. The Performing Party must file a disclosure form at the end of each calendar quarter in

which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

3. 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.

#### **ARTICLE 9. CIVIL RIGHTS OBLIGATIONS**

1. In carrying out this agreement, the recipient must comply with:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
2. If the recipient is conducting an education program under this agreement, it must also comply with:
  - a. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
3. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
  - a. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.
4. Regulatory Requirements
  - a. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
    - i. For Title IX obligations, 40 CFR Part 5; and
    - ii. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
    - iii. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.
5. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation
  - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>.



6. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>.
7. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**ARTICLE 10. 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 shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. 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 and active Historically Underutilized Businesses (HUBs) 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 or services procured to directly support the Work.
3. The Performing Party is required to make a good faith effort to include HUBs or DBEs on any procurement for subcontractors or suppliers/vendors for Work under this Contract.
4. The Performing Party must submit *one* of the following forms with each invoice.
  - a. TCEQ Disadvantaged Business Enterprise (DBE) Program MBE and WBE Expenditures Report (attached); or
  - b. Texas Comptroller HUB Subcontracting Plan Progress Assessment Report (PAR) found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.  
At minimum, this form shall include the name and identification number of the HUB or DBE and the amount paid to the HUB or DBE.
5. The Performing Party shall retain all records documenting compliance with good faith efforts when performing under the EPA DBE program.
6. Before terminating a DBE for convenience, the Performing Party must notify TCEQ in writing.
7. 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.
8. 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.
9. TCEQ's established fair share goals are as follows:

	MBE GOAL( %)	WBE GOAL (%)
Construction	7.34	10.60
Equipment	19.57	19.64
Services	12.98	23.70
Supplies	19.37	14.15

### **ARTICLE 11. DEMONSTRATION OF COMPETENCY**

In accordance with EPA directive FEM 2012-02 Rev. 1, "Policy to Assure the Competency of Organizations Generating Environmental Measurement Data Under Agency-Funded Assistance Agreements," if the Work performed by the Performing Party or any of its subcontractors or subrecipients under this Contract includes generating or using environmental data through sample collection, field measurements and/or laboratory analysis, then it must document and maintain certification demonstrating the competency of individuals using or generating environmental data under this Contract. Certification may include training records, certificates, or educational credentials.

### **ARTICLE 12. TRAFFICKING IN PERSONS**

1. Prohibition Statement - Performing Party 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 use 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 Performing Party 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: (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.

### **ARTICLE 13. 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 28 CFR Part 1536. 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. Hotel and Motel Fire Safety Act. Pursuant to 40 CFR 30.18, if applicable, and 15 U.S.C. 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 <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
3. Clean Air Act and Federal Water Pollution Control Act. If the Agreement is in excess of \$150,000, the Performing Party agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387).
4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Performing Party is prohibited from using grant funds to enter into contracts or subawards (or extend or renew contracts or subawards) with entities that

use or provide covered telecommunications equipment or services as described in 2 CFR § 200.216 and Public Law 115-232, Section 889. This prohibition includes in-kind contributions. This provision is subject to the exceptions provided in Public Law 115-232, Section 889.

5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, and to the maximum extent practicable, appropriate, and consistent with applicable law, Performing Party will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this provision must be included in all subawards, contracts, and purchase orders for work or products funded by this award.
6. Religious Liberty. In accordance with 2 CFR § 200.300 and Executive Order 13798, ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

#### **ARTICLE 14. 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. These elements are found on the TCEQ Federal Funding Accountability and Transparency Act Reporting Form, which must be completed and provided to TCEQ no later than the Performing Party's date of signature on this agreement.

#### **ARTICLE 15. CONSULTANT SALARY CAP**

1. The salary rate (excluding overhead) paid to individual consultants retained by the Performing Party is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, and adjusted annually.
2. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This salary limit applies unless the consultant was selected through a procurement process that conforms to Subpart D of 2 CFR 200.
3. Under EPA's policy regarding payments to consultants under grants, consultants are typically individuals who are experts with excellent qualifications and are usually regarded as authorities or practitioners of unusual competence and skill by other individuals engaged in the same profession.

#### **ARTICLE 16. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses;

unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

***ARTICLE 17. COST AND PRICE OF THIS AGREEMENT***

The Performing Party must comply with 2 CFR §200.323. The Performing Party may request a form from TCEQ to use when performing a cost or price analysis.

***ARTICLE 18. CYBERSECURITY***

1. Any connection between the Grantee's network or information technology system and an EPA network or information technology system used to transfer data under this agreement must be secure. A connection is a dedicated persistent interface between the Grantee's network or information technology system and EPA's network or information technology system for the purpose of transferring information.
2. The Grantee will contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. Contact the TCEQ Grant Manager for the EPA PO's contact information.
3. This condition does not apply to (1) transitory user-controlled connections, such as website browsing, (2) manual entry of data by the Grantee into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data, or (3) Grantee's connections that use the Environmental Information Exchange Network or EPA's Central Data Exchange.

# Instructions on how to fill out the attached Federal Forms:

1. **Certification Regarding Lobbying (EPA Form 6600-06)** — Complete and return with signed Contract. Contains certifications about the use of Federal appropriated funds in connection with lobbying. If at any time during the course of the Contract you have any federal lobbying to report, you must provide a **Disclosure Regarding Lobbying Form (SF-LLL)** to the TCEQ Project Representative, with quarterly updates. Note, this form is not attached, but may be found online.
2. **TCEQ Disadvantaged Business Enterprise (DBE) Program MBE and WBE Expenditures Report** — submitted with each invoice.
3. **TCEQ Federal Funding Accountability and Transparency Act Reporting Form** — Completed upon or prior to Contract execution.



**United States  
ENVIRONMENTAL PROTECTION AGENCY  
Washington, DC 20460**

OMB Control No. 20H-~~EEG~~  
Approval expires ~~4/H/G~~21

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.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



**TCEQ - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM -  
MINORITY BUSINESS ENTERPRISE (MBE) AND WOMAN OWNED BUSINESS  
ENTERPRISE (WBE) EXPENDITURES REPORT**

**Federally Funded Grants**

Grantee Name:				
Grantee ID #:				
Grantee Point of Contact (POC) Name:				
POC Phone Number:		POC Email:		
TCEQ Contract #:		Invoice #:		
Invoice Reporting Period Date:			Invoice Amount:	

**MBE/WBE Subcontractor Expenditures for this Reporting Period**

MBE/WBE Subcontractor	Vendor ID:	Was this payment for Services, Equipment or Supplies?	Indicate MBE or WBE	Amt. Paid
A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certifies by EPA. Subcontractor is defined as a company, firm, joint venture, or individual who provides goods or services pursuant to an EPA award of financial assistance. This does not include a grantee's subrecipients.		Total MBE/WBE Pmts. for this Reporting Period:		

**AFFIRMATION. The information provided on this form is accurate and complete.**

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



## Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 the Federal Funding Accountability and Transparency Act, TCEQ must collect subrecipient information for transactions \$25,000 or greater.

### Information completed by TCEQ Program Area:

TCEQ Contract No./PCR	
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### Information completed by Subrecipient:

Legal Name of Entity			
DUNS Number + 4			
Location of Entity			
	(address)	(city, state)	(zip + 4)

Exemption from reporting compensation information
* <input type="checkbox"/> Please check box for exemption from reporting if in the preceding fiscal year ANY of the following applied:
<ul style="list-style-type: none"> <li>• Recipient received less than 80% of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); or</li> <li>• the recipient received less than \$25,000,000 in annual gross revenues from Federal awards; or</li> <li>• the public has access to information about compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.</li> </ul>

Total Compensation and Names of Top Five Executives (if applicable)	
Name	Compensation Amount

Subrecipient Responsible Party		
Title	Print Name	Signature/Date





## Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with Federal funds by TCEQ. In accordance with 2 CFR 170 the Federal Funding Accountability and Transparency Act (FFATA), TCEQ must collect subrecipient information for transactions \$25,000 or greater.

### **FFATA Form Instructions**

#### **Information completed by TCEQ Program Area:**

This field should be completed by TCEQ program area.

- **TCEQ Contract No./PCR** – Enter the Contract Number and Purchase Contract Request (PCR) generated by BAMS when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

#### **Information completed by Subrecipient:**

Each field requires a response by the subrecipient. If data is not available, the subrecipient should enter an asterisk (\*) in the field and provide an explanation.

- **Legal Name of Entity** – Enter name of the subrecipient organization that corresponds with subrecipient's Data Universal Numbering System (DUNS) as it appears in the System for Award Management (SAM) profile, [www.sam.gov](http://www.sam.gov).
- **DUNS Number + 4** – Enter subrecipient's organization's 9-digit DUNS number as it appears in its SAM Profile and the +4 extension to the DUNS number. The +4 extension is created by registrants in SAM when there is a need for more than one bank/Electronic Funds Transfer (EFT) account for a location.
- **Location of Entity** – Provide address where subrecipient's organization is located as it appears in subrecipient's SAM profile.
- **Total Compensation and Names of Top Five Executives (if applicable)** – As defined in 2 CFR 170.110, you must report Executive Compensation from your preceding fiscal year unless any of the exemption criteria apply.
- **Subrecipient Responsible Party** – The person completing the form should provide title, print name, signature, and date the form was signed.

**Return completed and signed form to TCEQ Contract Manager.**

## SCOPE OF WORK

The Performing Party will implement targeted Best Management Practices (BMPs) and a proactive outreach and education program to reduce *Escherichia coli* (*E. coli*) pollution from sources identified in the Dry Comal Creek and Comal River Watershed Protection Plan (WPP). The BMPs implemented by this project will focus on areas that contribute the most bacterial loading, have the greatest potential to improve water quality, and have strong community support. The Performing Party will also collect and review water quality data in the watershed to assess water quality progress and changes over time.

### **Task 1: Project Administration**

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

**Subtask 1.1: Project Oversight** — The Performing Party 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 Performing Party may secure the services of subgrantees(s)/subcontractors(s). Project oversight status will be provided to the TCEQ Project Manager with the quarterly Progress Reports.

**Subtask 1.2: Progress Reports (PRs)** — The Performing Party will submit PRs to the TCEQ Project Manager by the 15th of the month following each state fiscal quarter (Sept – Nov, Dec – Feb, March – May, June – August). PRs will include reporting on the status of Deliverables and proposed revisions to due dates, narrative description of progress by Task, and status of nonconformances/corrective actions. The TCEQ Project Manager will provide a template for the PR to the Performing Party.

**Subtask 1.3: Reimbursement Forms** — The Performing Party will submit Reimbursement Forms in accordance with the Special Terms and Conditions.

**Subtask 1.4: Contract Communication** — The Performing Party will participate in a call/meeting with TCEQ to discuss project scope and contract requirements within 30 days of Contract execution. The Performing Party will maintain regular telephone and/or e-mail communication with the TCEQ Project Manager regarding the status and progress of the project and any matters that require attention between PRs. Communications will include a quarterly conference call to discuss items such as project Tasks, financial status, Quality Assurance Project Plans (QAPPs), corrective actions, and any other matters that require attention. The TCEQ Project Manager may request additional information from the Performing Party prior to the call or meeting. The Performing Party will provide meeting notes and identifying action items for the telephone calls within five days of the call.

The first conference call held each fiscal year of the project will cover, as applicable, any staff changes, the previous year's performance, budget estimates, invoicing issues, quality assurance issues, and overall project progress.

Matters that will be communicated to the TCEQ Project Manager include, but are not limited to:

- Notification a minimum of 14 days before the Performing Party has scheduled public meetings or events, initiation of construction, or other major Task activities.
- Notification within 48 hours following events or circumstances that may require changes to the Budget, Scope of Work, or Schedule of Deliverables.
- Requests for prior approval of activities or expenditures for which the Contract requires advance approval or that are not specifically included in the Scope of Work

**Subtask 1.5: Contractor Evaluation** — The Performing Party will participate in an annual Contractor Evaluation at the end of each state fiscal year.

**Subtask 1.6: Coordination Call with Environmental Protection Agency (EPA)** — Upon request by TCEQ and EPA, the Performing Party will participate in a conference call with EPA to share progress on goals, measures of success, challenges, and draft documents.

**Subtask 1.7: Project Article** — The Performing Party, upon request by TCEQ, will provide a project article. The article will state the project's purpose, describe the activities of the past fiscal year, and include photographs of the project. The Performing Party will address TCEQ comments on the article and provide a final article.

**Subtask 1.8: Contract Budget Updates** — The Performing Party will discuss annual fiscal year budgets with the TCEQ Project Manager on a quarterly basis at a minimum. Starting in the second year of the project, the Performing Party will provide an Annual Budget Update that details state fiscal year spending projections associated with planned project activities. These updates will be revised when fiscal year spending projections change by 10% or more, or upon request by the TCEQ Project Manager. The update in the final year of the project will include a budget for all remaining project activities. The TCEQ Project Manager will provide a template for the Annual Budget Update.

**Deliverables:**

- 1.2 PRs (by the 15<sup>th</sup> of the month following each state fiscal quarter)
- 1.3 Reimbursement forms (See Special Terms and Conditions)
- 1.4 Conference calls with meeting notes and action items (quarterly, notes within five days of meeting)
- 1.5 Contractor Evaluation (annually, upon request by TCEQ)
- 1.6 EPA coordination call (upon request by TCEQ)
- 1.7 Project article and photographs (upon request by TCEQ)
- 1.8 Contract Budget updates (by the 15<sup>th</sup> of the month following the end of each state fiscal quarter, in PRs)
- 1.8 Annual Budget updates (within 2 weeks following TCEQ request)

**Task 2: Quality Assurance**

**Objective:** To refine, document, and implement data quality objectives (DQOs) and quality assurance/quality control (QA/QC) activities that ensure data of known and acceptable quality are generated by this project.

**Subtask 2.1: QAPP Planning Meetings** — The Performing Party will schedule a QAPP planning meeting with the TCEQ Project Manager, QA staff, technical staff, and contractors within 30 days of Contract execution. The purpose of this meeting is to implement a systematic planning process based on the elements in the applicable QAPP Shell. A QAPP shell/examples may be provided by the TCEQ Project Manager. The information developed during this meeting will be incorporated into a QAPP by the Performing Party. The Performing Party may conduct additional meetings to determine whether changes to an existing QAPP are needed.

**Subtask 2.2: Monitoring QAPP** — The Performing Party will develop and submit to TCEQ a QAPP with project-specific DQOs and other components consistent with the following documents:

[TCEQ NPS QAPP Shell\(s\)](#)

[EPA Requirements for QAPPs \(QA/R5\)](#)

[EPA Guidance for Geospatial Data QAPPs \(QA/G-5G\)](#)

### TCEQ Surface Water Quality Monitoring (SWQM) Procedures

The Performing Party will develop the QAPP in consultation with the TCEQ Project Manager, QA staff, and contractors. The Performing Party will address comments and submit a final QAPP for review. The QAPP must be signed/fully approved by TCEQ before any environmental data operations begin.

**Subtask 2.3: QAPP Annual Reviews, Revisions, and Updates** — The Performing Party will submit documentation certifying its annual review of the QAPP no less than 90 days prior to the QAPP anniversary date. Amendments approved since the initial QAPP approval or a subsequent certified annual review (if applicable) must be submitted along with the certification. If extensive changes to a QAPP are necessary, a full revision is required. Once TCEQ certifies the annual review or approves the full revision, the QAPP effective period is extended an additional year. No work described in a QAPP will be conducted outside the effective period of the QAPP.

**Subtask 2.4: QAPP Amendments** — The Performing Party will submit Draft QAPP Amendments for TCEQ review when changes to QAPPs are necessary. Draft QAPP Amendments should be submitted no less than 90 days prior to the scheduled initiation of changes and must be accompanied by a justification, summary of changes, and detail of changes. The Performing Party will submit Final QAPP Amendments within 30 days of receipt of any comments provided by TCEQ. Final QAPP Amendments will be submitted to TCEQ with the Performing Party's signatures and responses to comments and circulated for appropriate TCEQ signatures. The QAPP Amendments must be signed/fully approved by TCEQ before any changes conveyed within Amendments are implemented.

**Subtask 2.5: Corrective Action Reports** — The Performing Party will provide corrective action reports (CARs), as needed, to document deviations from sampling method requirements or sample design, failures associated with chain-of-custody procedures or in field and laboratory measurement systems. The Performing Party will submit CARs with PRs until the issue is resolved.

#### **Deliverables:**

- 2.1 QAPP Planning Meeting notes (within 30 days of Contract execution)
- 2.2 Draft QAPP (120 days prior to the scheduled initiation of environmental data operations)
- 2.2 Final QAPP (30 days prior to the scheduled initiation of environmental data operations)
- 2.3 QAPP Annual Reviews and Revisions (at least 90 days prior to the QAPP approval anniversary)
- 2.4 Draft QAPP Amendments (at least 90 days prior to the scheduled initiation of changes or additions to activities listed in the current QAPP)
- 2.4 Final QAPP Amendments (within 30 days of receipt of TCEQ comments)
- 2.5 CARs (as needed, submitted with PRs)

### **Task 3: BMPs Addressing Overabundant Urban and Non-Native Wildlife**

**Objective:** To reduce *E. coli* loading from overabundant urban deer and non-native avian populations by reducing the population of non-native waterfowl in Landa Park (e.g., by oil coating non-native waterfowl eggs) and by removing waste from the park.

**Subtask 3.1: Oil Coat Non-Native Waterfowl Eggs** — The Performing Party will hire an Environmental Consultant to perform at least nine egg oil coating events in Landa Park to reduce the non-native duck population. Site visits are strategically scheduled during nesting season. The Performing Party will record the number and location of eggs oiled per event.

**Subtask 3.2: Reduce Wildlife Waste in Landa Park** — The City will contract with a professional cleanup service to pick up animal waste in Landa Park in order to reduce the *E. coli* concentration in Landa Lake. At least twelve clean-up events will be held.

**Subtask 3.3: BMPs Addressing Overabundant Urban and Non-Native Wildlife Task Report** — The Performing Party will provide a report summarizing activities completed under this Task.

**Deliverables:**

- 3.1 Documentation of subcontract with an Environmental Consultant for egg oil-coating services (quarter 8)
- 3.1 Documentation of egg oiling events, including number and location of eggs oiled per event (by the end of quarters 9, 13, and 17)
- 3.2 Documentation of subcontract with a waste clean-up service (quarter 8)
- 3.2 Documentation of waste clean-up events and quantity of waste removed (by the end of quarters 9, 13, and 17)
- 3.3 Draft BMPs Addressing Overabundant Urban and Non-Native Wildlife Task Report (final quarter, month 1)
- 3.3 Final BMPs Addressing Overabundant Urban and Non-Native Wildlife Task Report (at least two weeks prior to end of contract)

**Task 4: BMPs Addressing Pet Waste**

**Objective:** To reduce *E. coli* loading from pet waste by reducing the amount of pet waste not picked-up by pet owners.

**Subtask 4.1: Pet Waste Stations and Bags** — The Performing Party will replace or install at least 10 pet waste stations in public areas, apartment complexes, rural neighborhoods, short-term rentals, and other areas with a high density of pet walkers. The Performing Party will also maintain the pet waste stations by continuing to restock the pet waste stations with pet waste bags and/or provide bag holders to the community at local events.

**Subtask 4.2: BMPs Addressing Pet Waste Task Report** — The Performing Party will provide a report summarizing activities completed under this task.

**Deliverables:**

- 4.1 Documentation of pet waste station installations/replacements, including a map of installation sites, minimum of 10 (quarter 18)
- 4.1 Documentation of replacement bags and/or bag holders purchased and distributed (quarter 18)
- 4.2 Draft BMPs Addressing Pet Waste Task Report (final quarter, month 1 with Task 9)
- 4.2 Final BMPs Addressing Pet Waste Task Report (at least two weeks prior to end of contract)

**Task 5: BMP Design and Construction**

**Objective:** To design and oversee construction of two structural stormwater BMPs, one in-pipe *E. coli* filter and one natural treatment facility, such as a retention pond. The identified BMPs will function as a pilot program allowing evaluation of the effectiveness of each BMP type for *E. coli* reduction in the Dry Comal Creek and Comal River Watershed; the outcomes will inform future efforts. The Performing Party will obtain the services of a subcontractor (i.e., Stormwater Consultant and Contractor) to design and construct the identified BMPs.

**Subtask 5.1: BMP Selection** — The Performing Party will select two BMPs out of the *Analysis of E. coli Structural Stormwater BMPs Beyond the City's MS4 Report (completed under TCEQ Contract No. 582-19-90207)* to be designed and constructed. The report will also include justification for why the two BMPs were selected to be implemented.

**Subtask 5.2: BMP Design Contract** — The Performing Party will execute a subcontract for the professional design of an in-pipe *E. coli* filter and a natural treatment facility (total of two BMPs).

**Subtask 5.3: BMP Design** — The Performing Party will submit to TCEQ for review and approval, a proposed BMP design, a final design, and an as-built design for each of the two BMPs. Preliminary design criteria will be outlined in the *Analysis of E. coli Structural Stormwater BMPs Beyond the City's MS4 Report* which was completed under a separate contract.

**Subtask 5.4: BMP Construction Contract** — The Performing Party will execute a subcontract providing for construction of final design BMPs.

**Subtask 5.5: BMP Construction Supervision** — The Performing Party will provide supervision of the subcontractor during all construction activities until construction completion.

**Subtask 5.6: Establishment of Operation and Maintenance Procedures for BMPs** — The Performing Party will develop and implement a guide for BMP inspection, operation, and maintenance (O&M) for each of the sites to assure effective performance over the life of the installations. These procedures will be used by operations staff to appropriately operate and maintain the BMPs. The Performing Party will procure materials and supplies needed to perform maintenance.

**Subtask 5.7: BMP Design and Construction Task Report** — The Performing Party will provide a report summarizing activities completed under this Task.

**Deliverables:**

- 5.1 BMP Selection Report (by the end of quarter 4)
- 5.2 Documentation of executed design subcontract for BMP 1 (quarter 8)
- 5.2 Documentation of executed design subcontract for BMP 2 (quarter 8)
- 5.3 Proposed design plans for BMP 1 (quarter 10)
- 5.3 Proposed design plans for BMP 2 (quarter 10)
- 5.3 Final design plans for BMP 1 (quarter 12)
- 5.3 Final design plans for BMP 2 (quarter 12)
- 5.3 As-built design plans for BMPs 1 and 2 (quarter 16)
- 5.4 Documentation of executed construction subcontract for BMP 1 (quarter 12)
- 5.4 Documentation of executed construction subcontract for BMP 2 (quarter 12)
- 5.5 Progress reports on construction supervision activities, with photo-documentation of the construction progress (quarterly during construction duration, by end of quarter 14)
- 5.5 Photo documentation of completed BMPs (quarter 16)
- 5.6 Operation and Maintenance Manual for BMP 1 (quarter 12)
- 5.6 Operation and Maintenance Manual for BMP 2 (quarter 12)
- 5.6 Documentation of maintenance material procurement (quarter 18)
- 5.6 Documentation of inspection and maintenance events (quarter 18)
- 5.7 Draft BMP Design and Construction Task Report (final quarter, month 1, with Task 9)
- 5.7 Final BMP Design and Construction Task Report (at least two weeks prior to end of contract)

## Task 6: BMP Effectiveness Monitoring

**Objective:** To conduct effectiveness monitoring for installed structural stormwater BMPs (as identified in Task 5) by collecting samples and analyzing for *E. coli*. All monitoring and analytical activities will be conducted in accordance with the QAPP(s) for this project. No monitoring structures or equipment will be installed; grab samples will be collected for analysis.

**Subtask 6.1: Water Quality Monitoring Readiness Assessment** — The Performing Party will satisfy the following water quality monitoring assessment requirements described in their monitoring QAPP:

- Perform a desk readiness review with field staff of field sampling procedures and requirements as outlined in the QAPP and the [TCEQ SWQM Procedures Manual](#). The Performing Party will submit a brief report documenting topics discussed and attendance at this review.
- Submit field notes and instrument calibration sheets from first sampling event within 30 days of first event.

**Subtask 6.2: Storm Event Monitoring** — The Performing Party will monitor *E. coli* concentrations during a minimum of 16 total storm events at the BMP sites as described in the executed QAPP and Task 5. Rainfall data and flow measurements will be collected with each storm event to calculate *E. coli* loadings. Qualifying storm events will be defined in the QAPP. All analyses will be conducted in the Performing Party's National Environmental Laboratory Accreditation Program (NELAP) accredited lab, per the approved QAPP.

**Subtask 6.3: Data Submittals** — The Performing Party will submit all water quality data into the Surface Water Quality Monitoring Information System (SWQMIS) Test Environment and submit successful data sets and SWQMIS Data Loading Validator Reports to the TCEQ Project Manager. Water quality data will be submitted electronically to the TCEQ Project Manager in the Event/result file format described in the most current version of the [TCEQ Data Management Reference Guide](#). A completed Data Review Checklist and Data Summary will be submitted with each data submittal.

**Subtask 6.4: BMP Evaluation Report** — The Performing Party will use data collected to write a report that evaluates the effectiveness of each type of BMP selected for the project area in terms of pollutant load reductions, including annualized load reduction estimates based on average annual rainfall data. The report should:

- Assess individual BMPs and overall project site efficiency in the reduction of *E. coli*.
- Compare effluent *E. coli* concentrations and loads from the BMP drainage area(s), including runoff bypassing the BMP(s) with those of one or more equivalent sites (similar size, topography, land use, and impervious cover) without BMPs.
- Express BMP performance results in percentage and in effluent load multiplying the reduction in event mean *E. coli* concentration for both BMPs by site runoff volume.

### Deliverables:

- 6.1 Documentation of water quality monitoring readiness review (before first sampling event)
- 6.1 All field notes and instrument calibration sheets from first sampling event (within 30 days of event)
- 6.2 Documentation of Stormwater Data collection events (following QAPP approval, in PRs)
- 6.3 Data Submission after successful upload into the SWQMIS test environment including data review checklist, data summary, event and results files, and validator report (quarterly following QAPP approval, as new data are available)
- 6.4 Draft BMP Evaluation Report (final quarter, month 1 with Task 9)

#### 6.4 Final BMP Evaluation Report (at least two weeks prior to the end of the contract)

### Task 7: Outreach and Education

**Objective:** To provide information to the community on the current sources of *E. coli* in the watershed and strategies for reducing *E. coli* pollution. Education programs will encourage the community to change behaviors where necessary (e.g., not feeding urban wildlife).

**Subtask 7.1: News Campaign** — The Performing Party will develop and publish at least six paper and/or online advertisements in local newspapers. The Performing Party will submit advertisements for review by the TCEQ Project Manager at least two weeks in advance of distribution.

**Subtask 7.2: Movie Theater and Radio Campaign** — The Performing Party will produce a short radio advertisement. The Performing Party will contract with local movie theatres to run the previously developed watershed video prior to movies for at least 10 weeks. The Performing Party will contract with a local radio station to run the radio advertisement for at least 50 weeks. The Performing Party will submit the video and radio ad for review by the TCEQ Project Manager at least two weeks in advance of distribution.

**Subtask 7.3: Hands-On Learning Module** — The Performing Party will distribute hands-on learning modules, including a presentation, workbook and laboratory component, that illustrates bacteria growth and describes how bacteria are transported within the watershed. Students and educators will be able to work through the module at home by joining a virtual workshop or with small groups in a classroom. Modules will be distributed to at least 400 students. The Performing Party will submit the educational materials, developed previously, to the TCEQ Project Manager at least two weeks before use in an education setting.

**Subtask 7.4: Watershed Education Personnel** — The Performing Party will hire a part-time watershed educator. The educator will be employed for approximately 1000 hours to provide nonpoint source pollution and urban wildlife management education programs to residents, community groups and students.

**Subtask 7.5: WPP Implementation Infographic** — The Performing Party will produce and distribute an infographic that summarizes the WPP implementation progress. At least three infographics will be produced and distributed to stakeholders and via the WPP website. The Performing Party will submit the infographic to the TCEQ Project Manager at least two weeks prior to distribution.

**Subtask 7.6: Watershed Visualization Tool** — The Performing Party will expand upon and update the virtual interactive educational resource accessed through the WPP website that illustrates the watershed, waterflow, sampling results, stormwater outfalls and BMPs implemented. The Performing Party will submit the updated tool to the TCEQ Project Manager at least two weeks prior to publication.

**Subtask 7.7: Education and Outreach Task Report** — The Performing Party will provide a report summarizing activities completed under this Task.

#### Deliverables:

- 7.1 Documentation of advertisements in local news sources, minimum of six (quarter 18)
- 7.1 News advertisements, minimum of six (prior to each advertisement, by quarters 10, 14, and 18, at least two weeks prior to publication)
- 7.2 Radio ad (quarter 12)
- 7.2 Subcontracts with movie theaters to advertise video, minimum of 10 weeks (quarter 14)



- 7.2 Subcontracts with a radio station to advertise, minimum of 60 weeks (quarter 14)
- 7.3 Documentation of the distribution of hands-on learning modules, minimum of 400 students (quarter 18)
- 7.3 Hands-on learning module presentation and workbook (quarter 12)
- 7.4 Documentation of subcontract to hire a part-time watershed educator (quarter 14)
- 7.5 WPP implementation infographic, minimum of 3 updates (quarters 10, 14, and 18)
- 7.6 Watershed visualization tool update (quarter 14)
- 7.7 Draft Education and Outreach Task Report (final quarter, month 1 with Task 9)
- 7.7 Final Education and Outreach Task Report (at least two weeks prior to end of contract)

## **Task 8: Data Acquisition and Analysis**

**Objective:** To acquire, compile, and evaluate *E. coli* data collected by project partners. The Performing Party will evaluate the data to track progress towards goals identified in the Dry Comal Creek and Comal River WPP

**Subtask 8.1: Acquire and Evaluate *E. Coli* Data** — The Performing Party will acquire monthly *E. coli* concentrations collected by project partners at the three Clean Rivers Program (CRP) routine monitoring sites. Project partners, as directed by the Performing Party, will collect *E. coli* samples at additional sites in the watershed. These sites will be monitored under the approved CRP QAPP. The data collected by these project partners will be compiled by the Performing Party's WPP Consultant for use by the project partners and stakeholders. All data collected by project partners will be covered by QAPPs sponsored by those agencies. Funding requested as part of this Task only supports the Performing Party's WPP Consultant time for analyzing data and will not be used to fund collection or analysis of water samples.

**Subtask 8.2: Acquired Data Analysis Report** — The Performing Party will develop an Acquired Data Analysis Report. The Performing Party will develop the report detailing results, observations, and a discussion of data acquired during the implementation period. Data analysis may include, but is not limited to, graphs of the data, trends, averages, means, minimums, maximums, number and percent of standards or screening criteria exceedances, and correlations.

### **Deliverables:**

- 8.1 Graphs and tables of updated data (final quarter, month 1)
- 8.2 Draft Acquired Data Analysis Report (final quarter, month 1 with Task 9)
- 8.2 Final Acquired Data Analysis Report (at least two weeks prior to end of contract)

## **Task 9: Final Report**

**Objective:** To produce a Final Report that summarizes all activities completed and conclusions reached during the project. The Final Report will discuss the extent to which project goals and purposes have been achieved and state the amount of funds spent on the project. The Final Report should emphasize successes, failures, lessons learned, and should include analyses estimating the project's water quality improvements and/or load reductions, if applicable. The Final Report will summarize all the Task Reports either in the text or as appendices.

**Subtask 9.1: Load Reduction Estimate Methodology** — The Performing Party will submit their load reduction estimate methodology and input sources to the TCEQ Project Manager. If possible, load reduction estimates will be calculated for nitrogen, phosphorus, sediment, and *E. coli* for BMPs implemented through this project. The TCEQ Project Manager must approve the methodology used to estimate load reductions.

**Subtask 9.2: Draft Final Report** — At least 30 days prior to submitting the Final Report, the Performing Party will provide a Draft Final Report. The comprehensive report should document all Deliverables under this Scope of Work. The Draft Final Report should be structured per the following outline:

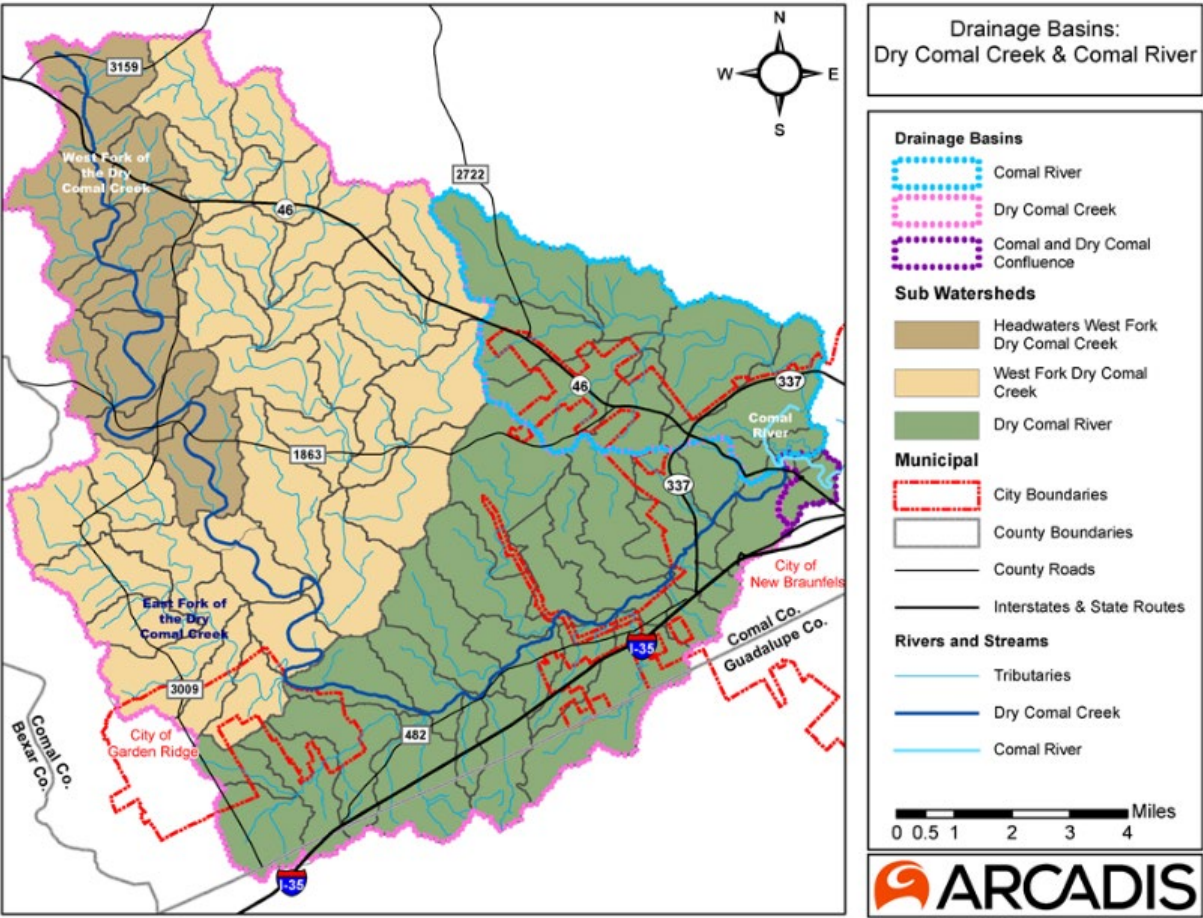
- Title and Contract Number;
- Table of Contents;
- Project Significance and Background;
- Study Area (maps);
- Summary of all Task Reports and final approved PR;
- Amount of project funding and amount spent;
- Discussion: include deliverables not completed, lessons learned, recommendations for future work;
- Water quality results achieved and estimated load reductions; and
- Appendices (if needed).

**Subtask 9.3: Final Report** — The Performing Party will revise the Draft Final Report to address comments provided by the TCEQ Project Manager. At least two weeks before the expiration of the Contract, the Performing Party will submit the Final Report to the TCEQ Project Manager.

**Deliverables:**

- 9.1 Load reduction estimate methodology and inputs (quarter 16)
- 9.1 Load reduction estimates and calculations (in Final Task Report, quarter 18)
- 9.2 Draft Final Report (final quarter, month 1)
- 9.2 Address TCEQ comments (within 10 days of receipt of comments)
- 9.3 Final Report (at least two weeks prior to end of contract)

Project Map:



## INSURANCE SECTION

1. **COVERAGES REQUIRED.** Contractor shall obtain and maintain throughout the Contract term the insurance coverages listed below:
  - 1.1 *Worker's Compensation Insurance:* Coverage to secure the payment of compensation to injured employees as defined in the Texas Worker's Compensation Act.
  - 1.2 *Employer's Liability Insurance:* Coverage in the following minimum amounts:
    - Bodily Injury, \$500,000 per accident;
    - Disease, \$500,000 per employee;
    - Aggregate policy limit of \$1,000,000.
  - 1.3 *Commercial Automobile Liability Insurance:* Coverage in the following minimum amounts for owned, hired, and non-owned vehicles for claims of automobile bodily injury and property damage which may arise in the performance of the Contract:
    - \$500,000 per person;
    - \$500,000 per occurrence for bodily injury; and
    - \$1,000,000 per occurrence for property damage; or
    - \$1,000,000 per occurrence if the policy is issued for bodily injury and property damage combined.
  - 1.4 *Commercial General Liability Insurance:* Coverage for claims of personal injury and bodily injury, including accidental death, and property damage which may arise from the performance of the contract. The types of coverage required are: Blanket, Broad Form Property Damage, Premises and Operations Hazards, Products and Completed Operations Hazards, Independent Contractor's, and Contractual Liability in the minimum amounts of:
    - \$1,000,000 per occurrence for bodily injury; and
    - \$1,000,000 per occurrence for property damage; or
    - \$2,000,000 per occurrence if the policy is issued for bodily injury and property damage combined.
  - 1.5 *Excess Liability Insurance (Umbrella):* Additional coverage for all liability policies required for this Contract (excluding Worker's Compensation and Employer's Liability Insurance, which are not liability insurance) in an amount not less than \$1,000,000 in the aggregate.
  - 1.6 *Professional Liability Insurance:* Coverage for financial loss resulting from errors, omissions and failure to properly coordinate the plans and specifications of the Work or Contract documents in an amount not less than \$1,000,000 plus deductible exclusion.
  - 1.7 *Requirements for Subcontractors:* The same requirements apply to all subcontractors.
2. **MINIMUM INSURER RATING.** The Contractor will obtain all required policies from insurers licensed, eligible or registered under Texas law with a rating of A- or better in a financial size category of IV or higher according to A.M. Best Company.

3. **NOTICES OF CHANGE.** The Contractor's insurance policies must require the insurer or the insurer's authorized agent to notify TCEQ of any cancellation, or material change, other than for non-payment, at least 30 days in advance. The Contractor's insurance policy must require the insurer or the insurer's authorized agent to notify TCEQ of any cancellation or material change due to non-payment at least 10 days in advance. These notices of changes must reference the TCEQ contract number and be made in writing by certified mail to the TCEQ Contract Manager at the address shown in the Contract.
4. **INSURANCE CERTIFICATE.** Contractor shall provide TCEQ with evidence of the insurance coverage required under this Contract. The evidence of the coverage shall be a certificate of insurance on a form approved by the Texas Department of Insurance. Contractor will submit the certificate to the TCEQ Contract Manager no later than ten days after award of the Contract, or as directed by the Special Terms and Conditions. Prior to the expiration of any insurance coverages during the term of the Contract, Contractor will submit a certificate evidencing renewed or new insurance policies. Certificates must bear the contract number of this Contract. If Contractor changes insurers, Contractor shall give TCEQ a new certificate of insurance within ten days. The certificate of insurance shall set out any deductible or self-insured retention amounts for each coverage required.
5. **REQUIRED ADDITIONAL PROVISIONS.** All policies of insurance shall include the following provisions:
  - 5.1 TCEQ and its officers and employees are named additional insureds to the *Commercial General Liability Insurance, Excess Liability Insurance (Umbrella),* and Excess Liability Insurance (Other than Umbrella);
  - 5.2 Waiver of subrogation in favor of TCEQ, its officers and employees for bodily injury (including death), property damage or any other loss arising from this Contract, except for the Professional Liability Insurance; and
  - 5.3 The Contractor's insurance is primary insurance with respect to the TCEQ and its officers and employees.
6. **SELF-INSURANCE.** Contractor must disclose on its insurance certificate if any of the coverage required under the contract is being satisfied with a Self-Insured Retention (SIR) and list the amount of the SIR.

## 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 that is signed by both parties.
  - 1.2.1. **Material Changes.** Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Contractor and TCEQ, unless otherwise designated in the Amendment. Material changes include the following:
    - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
    - 1.2.1.2. Changes to the Contract's Expiration Date;
    - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
    - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
  - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
  - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a formal Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (Work Orders include Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Contractor must provide TCEQ with a written objection to any Notice of Interpretation no later than five (5) business days from the effective date of the Notice. A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.
    - 1.2.3.1. **Minor, non-material changes include:**
      - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
      - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
      - 1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

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

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

## 2. FUNDS

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.
- 2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.
- 2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the contract funding source.
- 2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.
- 2.6 **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 Prohibited Transactions.
- 2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.

## 3. ALLOWABLE COSTS

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

include its successor guidance, Texas Grant Management Standards, the terms of which shall control for purposes of this contract effective January 1, 2022. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

#### 4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Certification (LEC).** Performing Party must complete the attached Level-of-Effort Certification (LEC) for salaried employees performing work under this Contract. LEC must be completed monthly and LEC(s) must be submitted with each invoice, except for nonexempt employees, for which the Performing Party must submit time sheets. Performing Party may develop and use its own LEC method, which must be reviewed and approved by TCEQ prior to implementation. The LEC method must meet the following requirements and all other federal and state requirements regarding documentation for personnel expenses:
  - a. Reflect an after-the-fact distribution of the actual activity of each employee;
  - b. Account for the total activity for which each employee is compensated, including activities not performed under this Contract;
  - c. Be prepared at least monthly and must coincide with one or more pay periods; and
  - d. Be signed, physically or electronically, by the employee and the supervisory official having first-hand knowledge of the work performed by the employee. The employee's signature is not required in the event the employee cannot be reached due to termination of employment, lack of forwarding address, death or other documented reason.
- 4.4. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.5. **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.
- 4.6. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.7. **State Agencies/Institutions of Higher Education.** If the Contractor is a State agency or institution of higher education payments must be made via interagency transaction voucher (ITV), please provide a Recurring Transaction



Index (RTI) number on the face of the invoice OR if payments are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

## 5. FINANCIAL RECORDS, ACCESS AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

## 6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.
- 6.2 **Standard Assurances.** Performing Party assures compliance with the provisions found in UGMS III Subpart B, .14 State assurances, that are applicable to this Contract.
- 6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6 **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity

training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.

- 6.6.1. “Access to TCEQ Computer System or Database” means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.
- 6.6.2. Within seven (7) days after the execution of the Contract and any renewals, Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, Contractor shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.6.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, Contractor shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
- 6.6.4. For the term of the Contract and each renewal, all Performing Party representatives subject to the training requirement must complete DIR-certified training within seven (7) calendar days after TCEQ provides access to the training, unless the Performing Party provides evidence to TCEQ that the Performing Party representative previously completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
- 6.6.5. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.6.6. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.6.7. TCEQ may terminate the Contract for Cause if a Performing Party's representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

## 7. TIME AND FORCE MAJEURE

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

- 7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

## 8. CONFLICT OF INTEREST

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

- i. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
- ii. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

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

## 9. DATA AND QUALITY

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

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

## 10. INTELLECTUAL PROPERTY

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

## 11. INSURANCE AND INDEMNIFICATION

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

## 12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or

existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

### 13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
  - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
  - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
  - 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
  - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
  - 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

### 14. SOVEREIGN IMMUNITY

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

### 15. SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding,

permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

## 16. CONTRACT INTERPRETATION

- 16.1 **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).
- 16.2 **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.
- 16.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.
- 16.4 **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.
- 16.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 16.6 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 16.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 16.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 16.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 16.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming

Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

- 16.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 16.12 **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.
- 16.13 **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 – MATCHING FUNDS

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

<b>Budget Category</b>	<b>Total Project Costs</b>
Salary / Wages	\$53,217.00
Fringe Benefits	\$22,165.00
Travel	\$0.00
Supplies	\$30,000.00
Equipment	\$0.00
Contractual	\$944,791.00
Construction	\$280,000.00
Other	\$41,800.00
<b>Total Direct Cost</b>	<b>\$1,371,973.00</b>
Indirect Costs (10% as match)	\$5,322.00
Other In-kind Contributions	\$0.00
<b>Total Contract Cost</b>	<b>\$1,377,295.00</b>
<b>Cost Share (40%)</b>	<b>\$550,918.00</b>
<b>TCEQ Reimbursement Amount (60%)</b>	<b>\$826,377.00</b>

2. **Matching Funds.** This Contract requires matching funds.

Performing Party must match TCEQ expenditures by contributing 40% of the total project costs as shown above. Each invoice must demonstrate that the Performing Party is contributing the required match for the period specified on the invoice.

3. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is 10% of (check one):

- ☐ salary and fringe benefits  
☐ modified total direct costs  
☒ other direct costs base

If other direct cost base, identify: salary/wages

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

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



4. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents: Performing Party’s match consisting of project monitoring activities not being reimbursed.
5. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
6. **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.
7. **Budget Control.**
  - a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
  - b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.
  - c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
8. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
  - a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
9. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.
10. **Indirect Costs.** Performing Party’s indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party’s actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing

Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do not benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

## NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and the Performing Party. They are authorized to give and receive communications and directions on behalf of TCEQ and the Performing Party as indicated below. All communications including official Contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Representatives.** Either party may change its information in this Notices, Project Representatives and Records Location document by providing notice to the other party's representative for contractual matters.

### 3. TCEQ Representatives

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

Samuel Davis III, CTCM  
P.O. Box 13087, MC-141  
Austin, Texas 78711-3087  
Phone: (512) 239-2412  
Email: [samuel.davis@tceq.texas.gov](mailto:samuel.davis@tceq.texas.gov)

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

Samantha Litchke  
P.O. Box 13087, MC-203  
Austin, Texas 78711-3087  
Phone: (512) 239-5635  
Email: [samantha.litchke@tceq.texas.gov](mailto:samantha.litchke@tceq.texas.gov)

### 4. Performing Party Representatives (for Contractual Matters)

Mark Enders  
City of New Braunfels  
550 Landa Street  
New Braunfels, Texas 78130  
Phone: (830) 221-4369  
Email: [menders@nbtexas.org](mailto:menders@nbtexas.org)

5. **Invoice Submittal.** Invoices may be submitted electronically to the TCEQ Contract Manager and TCEQ Project Manager at [WOPDInv@tceq.texas.gov](mailto: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:

City of New Braunfels  
550 Landa Street  
New Braunfels, Texas 78130

## **Attachment A: Financial Status Report**

# Texas Commission on Environmental Quality

## FINANCIAL STATUS REPORT

1. STATE AGENCY TO WHICH REPORT IS SUBMITTED:		Texas Commission on Environmental Quality			
2. GRANT/AGREEMENT TITLE:					
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):			
5. TCEQ AGREEMENT NUMBER:					
6. FINAL REPORT: YES NO					
7. ACCOUNTING BASIS: CASH ACCRUAL					
8. TOTAL PROJECT/GRANT PERIOD: FROM TO		9. PERIOD COVERED BY THIS REPORT: FROM TO			
10. BUDGET CATEGORIES:		Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Salary/Wages					
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 \$_____ Base)					
k. TCEQ Reimbursement Amount					
<p>* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required,</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>					
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.					
Signature of Authorized Certifying Official: _____					
Typed or Printed Name and Title: _____					
Telephone (Area code, number and ext.): _____ Date Submitted: _____					

PERSONNEL/SALARY EXPENDITURES (during this report period)			
EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
<b>A. PERSONNEL/SALARY</b>          All Employees listed on current PEL? ___Yes ___No  <b>B. FRINGE</b> Rate = ____% Total for the reporting period = \$ _____ (Do not include fringe in total at right)			
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)			

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

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

SUPPLIES PURCHASED (during this report period)				
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.

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:**  
**Release of Claims**

(Must be returned with last invoice per General Terms and Conditions Section 4.6)

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

**Conditional Final Waiver and Release of Claims**

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$\_\_\_\_\_, which constitutes final payment to [*Performing Party's Name*](hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number \_\_\_\_\_ (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

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

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

\_\_\_\_\_  
(name)

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

## **Attachment C: Budget Revision Request**

**BUDGET REVISION # \_\_\_\_\_ REQUEST FORM**

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

**Instructions:** Complete 1. - 8. Total the amounts.

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 \$\_\_\_\_\_ [Base: (Insert Base)])

k. Total (sum i & j)

Justification (Attach additional sheets, if necessary):

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

Signature of Recipient's Representative      Date

Type or Printed Name and Title

Signature of TCEQ Project Manager      Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager      Date

Type or Printed Name and Title

**Attachment D:**  
**Personnel Eligibility List**

(Must be returned per General Terms and Conditions Section 4.2)

## Personnel Eligibility List (PEL)

Performing Party:

Date:

[illegible]

\*Only provided for estimation purposes and may be different from actual hours worked.

**Attachment E:**  
**Performing Party's Performance Evaluation Report**

**PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT**

☐ Final Report (Check only if the Agreement has ended and this is the last Performance Report) Today's Date: \_\_\_\_\_  
 Report No.: \_\_\_\_\_ of \_\_\_\_\_ Evaluation Period: From: \_\_\_\_\_ To: \_\_\_\_\_  
 Grantee: \_\_\_\_\_ Contract/Purchase Order No.: \_\_\_\_\_  
 Project Name (if applicable): \_\_\_\_\_ Phase (if applicable): \_\_\_\_\_  
 Date of Last Report: \_\_\_\_\_ 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	<u>Unsatisfactory Performance</u> Score=0	Please provide a narrative description for ratings of <u>one</u> or below ( <i>attachments are acceptable.</i> )
<i>Quality &amp; Accuracy</i>					
<i>Timeliness</i>					
<i>Reports</i>					
<i>HUB (for Quarterly Reporting, complete this portion only and return)</i>					
<i>Communication</i>					
<i>Cost Control</i>					
<i>Technology</i>					
<i>Other (describe)</i>					
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.**



**PERFORMING PARTY'S PERFORMANCE EVALUATION REPORT - Category Descriptions**

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

<b>5. <u>Communication</u></b> Performing Party's accessibility, responsiveness, and cooperativeness with respect to any Contract-related concerns communicated by the Contract Manager; plus Performing Party's demonstrated relationship with subcontractors	Performing Party 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.	Performing Party 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.	Performing Party is only intermittently responsive to changes in Contract scope or other circumstances. Marginal team player. Failed to make timely payments to subs on one or two occasions.	Not flexible to changes in scope or other circumstances. Not cooperative or accessible. Failed to maintain good standing with subs and failed to make payments on more than two occasions.
<b>6. <u>Cost Control</u>*</b> Performing Party'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.	Performing Party 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.	Performing Party observed current cost levels; compared them with Contract or Work Order budget, as applicable; and instituted corrective action to keep cost within budget.	Performing Party 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.	Performing Party 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.
<b>7. <u>Technology</u></b> Performing Party's demonstrated technical competence and/or expertise (including competence and expertise of subcontractors); plus Performing Party's innovativeness and willingness to apply, within the limitations of the Contract, new techniques or technologies	Performing Party is comfortable with and applies current proven technology. But is familiar with, and willing to use, latest techniques and solutions where such are appropriate.	Performing Party is capable of applying current proven technology. Is aware of, but not experienced in the use of latest techniques and solutions.	Performing Party 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.	Performing Party can only apply basic technology to Tasks. Requires direction concerning appropriate technology and solutions.
<b>8. <u>Other</u></b> DESCRIBE	DESCRIBE	DESCRIBE	DESCRIBE	DESCRIBE

**Attachment F:**  
**Level-of-Effort Certification**

(Certification(s) must be returned with each invoice per General Terms and  
Conditions Section 4.3)

**Level-of-Effort Certification**  
**[Month] 20[XX]**  
**Employee Name: [Name]**

<b>Project</b>	<b>Actual Activities Performed</b>	<b>Activity for Which Employee was Compensated (% of Total Hours Worked)</b>
<b>TCEQ Contract Nos.</b>		
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
582-XX-XXXXXX	•	X %
<b>Other Projects (Not Related to TCEQ Contracts/Grants)</b>		X %

The information listed above is true and correct. TCEQ may request additional information.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Supervisor Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date