



WATER SAMPLING SERVICES CONTRACT GLO Contract No. 13-056-000-6979

THE GENERAL LAND OFFICE (the "GLO") and the CORPUS CHRISTI – NUECES COUNTY PUBLIC HEALTH DISTRICT, Tax Identification Number 17460005741 ("Provider"), enter into the following contract for environmental water sampling services (the "Contract") in accordance with the provisions of "Interlocal Cooperation Contracts," Chapter 791 of the Texas Government Code.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Administrative and Audit Regulations" means the statutes and regulations included in Title 43, Code of Federal Regulations; Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

"Deliverables" means any report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects), in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment D**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Project” means the water sampling services, described in **SECTION 1.03** of this Contract; and further detailed in the Work Plan and the QAPP.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means the Corpus Christi – Nueces County Public Health District, selected to accomplish the Project under this Contract.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“QAPP” means the Quality Assurance Project Plan which may be accessed at <http://gisweb.glo.texas.gov/Beachwatch/docs/qapp2012.pdf>, to which the services under this Contract must conform.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Work Plan” means the detailed description of services authorized under this Contract.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as

including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.

1.03 PROJECT

Provider shall perform, or cause to be performed the environmental water sampling services in Aransas, Nueces, and San Patricio Counties, Texas, as described in detail in the Work Plan in Attachment A, attached hereto and incorporated herein for all purposes in its entirety (the "Project"). The Project must be performed in accordance with this Contract, the Work Plan, and the Quality Assurance Project Plan, incorporated herein in its entirety by reference for all purposes, and accessible at:

<http://gisweb.glo.texas.gov/Beachwatch/docs/qapp2012.pdf>.

1.04 REPORTING REQUIREMENTS

Provider shall work closely with the GLO Beach Watch Coordinator, GLO Coastal Resources Division, to provide all required reports, documentation, and information required under the Work Plan and the QAPP, in the frequency required and in the format(s) agreed between the parties. The Field Observation Form included in Attachment A, or an alternate format form including all information on the Field Observation Form, must be used for reporting samples.

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II. TERM

2.01 DURATION

This Contract shall be effective as of September 1, 2012, and shall terminate on August 31, 2013. The GLO, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both parties. If renewed, all renewals shall be from September 1 and end on August 31, always coinciding with the State's fiscal year.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated in accordance with the fees and expenses negotiated separately for the Sampling Schedule in **Attachment A**, in an aggregate amount not to exceed **NINETY-EIGHT THOUSAND ONE HUNDRED SIXTY DOLLARS (\$98,160.00)**, which includes reimbursement for pre-approved equipment and travel related expenses. The limit for travel reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*. The GLO agrees to pay Provider in accordance with The Prompt Pay Act.

Requests for payment must be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred, and which prominently displays "GLO Contract No. 13-056-000-6979." Failure to include this information may significantly delay payment under the Contract.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider warrants that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all work product ("Deliverables") under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to provide Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment D** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment B**, have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. **In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as it may pertain to this Contract.**

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V. STATE AND FEDERAL FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.02 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the GLO, the Project as set forth in the Contract and all Attachments, whether incorporated physically or by reference. The discretionary right of the GLO to terminate for convenience under SECTION 2.02 notwithstanding, it is expressly understood and agreed by Provider that the GLO shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments (i) made by the GLO that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.03 OVERPAYMENT

Provider understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The GLO shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

- (b) Provider and the GLO shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to Provider or the GLO.

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**VII. RECORDS, AUDIT, PROPRIETARY INFORMATION
AND PUBLIC DISCLOSURE**

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. **The Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of five (5) years, or as required by federal regulations application to the Project, if any. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

Pursuant to the Public Information Act, records received from Provider may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or excepted from the Act. Provider may clearly label any individual records as a "trade secret," provided that Provider thereby agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Provider of the request in accordance with the Public Information Act.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

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8.02 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.03 INDEMNITY

PROVIDER AGREES TO INDEMNIFY AND HOLD THE GLO HARMLESS, TO THE FULL EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF PROVIDER, ITS EMPLOYEES OR AGENTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY PROVIDER OR ITS SUBCONTRACTORS UNDER THIS CONTRACT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT. THIS SECTION 8.03 SHALL NOT BE CONSTRUED AS VIOLATING THE PROVISIONS OF ARTICLE III, SECTION 52 OF THE TEXAS CONSTITUTION.

8.04 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.05 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

- (a) In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. In addition to information required by this Contract, the contracting party will provide the procurement department of the GLO with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.
- (b) The GLO encourages the parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO:

Texas General Land Office
1700 N. Congress Avenue, Room 910
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 3rd Floor
Coastal Resources Division
Austin, TX 78701
Attention: Beach Watch Coordinator

Provider

Corpus Christi – Nueces County Public Health District
1702 Horne Road
Corpus Christi, TX 78416
Attention: Gabriel Ramirez

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.09 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.10 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.11 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.12 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

8.13 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.14 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

8.15 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT No. 13-056-000-6979

GENERAL LAND OFFICE

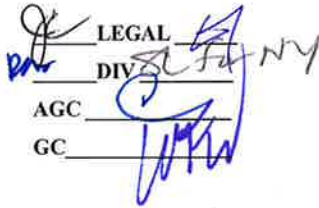
**CORPUS CHRISTI – NUECES COUNTY
PUBLIC HEALTH DISTRICT**

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____


LEGAL _____
DIV _____
AGC _____
GC _____

ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A – WORK PLAN AND SAMPLING SCHEDULE**
- ATTACHMENT B – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT C – QUALITY ASSURANCE PROJECT PLAN, INCORPORATED BY REFERENCE**
- ATTACHMENT D – GENERAL AFFIRMATIONS**

ATTACHMENTS FOLLOW

BEACH WATCH WORK PLAN
Aransas County, Nueces County, and San Patricio County
September 1, 2012 to August 31, 2013

Introduction

As the lead state agency charged with implementing the Beaches Environmental Assessment and Coastal Health Act of 2000 (BEACH Act), the Texas General Land Office (GLO) will contract with Corpus Christi - Nueces County Public Health District (Local Contractor) to collect and analyze water samples, notify the public of beach water quality and to recommend and/or issue, water quality advisories when warranted.

Beach Watch Coordinator

Craig Davis
Coastal Resources Division
P. O. Box 12873
Austin, Texas 78711-2873
(512) 463-8126
(512) 475-0680 - fax
craig.davis@glo.texas.gov

I. QUALITY ASSURANCE PROJECT PLAN

All monitoring data must be collected according to the EPA approved Quality Assurance Project Plan (QAPP). Local Contractors must adhere to the QAPP. **The Project Manager is required to download and read the document and return the signature page (Appendix D on page 82 of the QAPP) to the GLO Beach Watch Coordinator.** If any conflicts arise between this work plan and the QAPP, the requirements of the QAPP shall take precedence. The QAPP can be downloaded at www.texasbeachwatch.com or accessed directly at <http://gisweb.glo.texas.gov/Beachwatch/docs/qapp2012.pdf>.

II. SAMPLING STATIONS AND SCHEDULE

All samples shall be collected in accordance with the Procedures for Local Contractors set forth below and the QAPP.

Sampling Stations. The Local Contractor shall collect water samples from fixed sampling stations, depicted on the maps and station lists in Appendix C of the QAPP for Aransas County, Nueces County, and San Patricio County. The Local Contractor shall follow the attached Sampling Schedule (Exhibit 1 of this Work Plan) and shall conduct additional sampling as required in Section V of this Work Plan. Based upon the contract amount, approximately 144 samples in Aransas County, 1,836 samples in Nueces County and 36 samples in San Patricio County samples shall be collected by Corpus Christi - Nueces County Public Health District between September 1, 2012 and August 31, 2013.

Sampling Depth. The Texas Beach Watch Program will sample at a depth of approximately two feet (~2 ft.) or knee depth. The two-foot sampling depth will apply unless:

- The majority of recreational activity occurs at a depth significantly different than two feet. If this occurs samples may be collected at the location of greatest swimmer activity; or
- The two-foot sampling depth occurs more than 50 meters from shore. If the two-foot sampling depth occurs more than 50 meters from the shore, samples may be collected at 50 meters from shore or at the location of greatest swimmer activity. The distance shall be measured from the approximate water line at the time of sampling.

Sampling Schedule. Exhibit 1 lists the weeks when sampling will be conducted. Tuesday is the preferred sample collection day. Monday and Wednesday are alternate sample collection days. This schedule allows time for re-sampling to occur, before the next regular sampling period, when elevated bacteria levels are detected. Depending on the number of beaches and stations, local contractors may require several days to collect samples. Collection may occur over a three-day period; however, prior approval from the Beach Watch Coordinator is required.

III. LABORATORY TESTING

The Local Contractor will analyze water samples for Enterococci bacteria using Method 1600: Enterococci in Water by Membrane Filtration Using membrane-Enterococcus Indoxyl- β -D-Glucoside Agar (mEI) July 2006

(<http://www.epa.gov/waterscience/methods/method/biological/1600.pdf>) or the IDEXX Enterolert™ system. The local contractor or designated laboratory shall have a Quality Assurance/Quality Control (QA/QC) Plan. Upon execution of this Contract, the Local Contractor shall provide the GLO Beach Watch Coordinator with the name, address, phone and fax numbers, and point of contact (with e-mail) for the laboratory, if separate from the Local Contractor. Plans approved by other entities (state/federal/commercial) and adopted by the Local Contractor may be considered. **Collection and analysis of samples shall not commence until GLO provides written notification to the Local Contractor that the QA/QC plan was received and approved.**

IV. SAMPLING PROCEDURES

Equipment and Supplies. The following equipment and supplies will be necessary for the collection of water samples by the Local Contractor:

- Insulated cooler for storage and transportation of the samples to the laboratory
- Thermometer
- Sample bottles – The bacteriological samples will be collected in polypropylene bottles at least 125 milliliters (ml) but no more than 1000 ml to allow for adequate sample mixing. Polypropylene bottles are recommended as they may be autoclaved and will keep sample costs down.
- Ice packs to keep samples cool
- Labels for sample bottles (Do not use paper or adhesive labels as these will rub off.)
- Black indelible marker to label samples

- All paperwork including but not limited to Chain of Custody forms and Field observation forms (FOF) (Exhibit 2). The project manager may modify the FOF as long as all information is collected. Information collected on the FOF must be submitted electronically, once a month in a spreadsheet format supplied by the Beach Watch Coordinator.

Sample Collection Training. Trained individuals shall perform the collection of samples. A brief description of the training of the individuals must be provided to the Beach Watch Coordinator.

Sample Collection. One sample will be collected at each station. For every 10 stations sampled on any given day, a second sample must be collected at one of the stations as required by the QAPP. Samples shall be collected within arm's length of each other. Sample collection may be done side-by-side or concurrently. All water samples shall be collected as follows:

Step-by-Step Procedures for local contractors

From Appendix J of the National Beach Guidance and Performance Criteria for Recreational Waters (EPA-823-B-02-004) July 2002.

1. Identify the sampling site on a chain of custody tag, if required, or on the bottle label and on a field log sheet.
2. Remove the bottle covering and closure just before obtaining each sample and protect them from contamination. Be careful not to touch the inside of the bottle itself or the inside of the cover.
3. The first sample to be prepared is the trip blank (at least one per sampling day for routine sampling is recommended). Open one of the sampling bottles and fill it with 100 ml of sterile buffered dilution solution (see EPA Method 1103.1) when collecting freshwater, estuarine, or marine water samples. Cap the bottle and place it in a cooler. This trip blank will be used to verify that the samples have been maintained at the correct temperature for transportation.
4. To collect the surface water samples, carefully move to the first sampling location. If wading in the water, try to avoid kicking up bottom material at the sampling station. The sampler should be positioned downstream of any water current to take the sample from the incoming flow. Samples shall be collected in approximately two feet of water (~knee deep).
5. Open a sampling bottle and grasp it at the base with one hand and plunge the bottle mouth downward into the water to avoid introducing surface scum. Position the mouth of the bottle into the current away from the hand of the sampler. The sampling depth should be 15 to 30 centimeters (6 to 12 inches) below the water surface, depending on the depth from which the sample must be taken. If the waterbody is static, an artificial current can be created by moving the bottle horizontally with the direction of the bottle pointed away from the sampler. Tip the bottle slightly upward to allow air to exit and the bottle to fill.
6. Remove the bottle from the waterbody.
7. Pour out a small portion of the sample to allow an air space of 2.5 centimeters (1 to 2 inches) above each sample for proper mixing of the sample before analysis. **[NOTE:**

If the bottle contains any debris or other contaminants or excessive sediment/sand¹, a new bottle must be used. Do not pour out the water sample and refill the bottle.]

8. Tightly close the stopper and label the bottle.
9. Enter specific details to identify the sample on a permanent label. **[NOTE: It will save time to label and mark bottles before taking samples.]** Take care in transcribing sampling information to the label. The label should be clean, waterproof, nonsmearing, and large enough for the necessary information. The label must be securely attached to the sample bottle but removable when necessary. Preprinting standard information on the label can save time in the field. The marking pen or other device must be nonsmearing and maintain a permanent legible mark.
10. Complete a field record for each sample to record the full details on sampling and other pertinent remarks, such as flooding, rain, or extreme temperature, that are relevant to interpretation of the results. This record also provides a back-up record of sample identification.
11. Place the samples in a suitable container and transport them to the laboratory as soon as possible. Adhering to sample preservation and holding time limits is critical to the production of valid data. Bacteriological samples should be iced or refrigerated at 1 to 4 °C during transit to the laboratory. Use insulated containers such as plastic or styrofoam coolers, if possible, to ensure proper maintenance of storage temperature. Take care to ensure that sample bottles are not totally immersed in water during transit or storage. Examine samples as soon as possible after collection. Do not hold samples longer than 6 hours between collection and initiation of analysis (EPA, 2000). Do not analyze samples that exceed holding time limits.
12. Collect water samples for analyses of other parameters in separate appropriate containers at the same time and perform analyses as specified in the particular methods.
13. After collecting samples from a station, wash hands and arms with alcohol wipes, a disinfectant lotion, or soap and water, and dry to reduce exposure to potentially harmful bacteria or other microorganisms.

Labeling the Samples. Each sample bottle shall be labeled with the following information:

- Date and time of sample collection
- Sampler's name
- Sample letters and station number as identified in Appendix C of the QAPP (identify the first sample with the letter "A" after the station number, the second sample with the letter "B" and so forth)

Delivery of Samples to the Laboratory. Upon completion of sample collection, the samples must be delivered to the designated laboratory for testing within 6 (six) hours. During transport to the laboratory, all samples must remain in a cooler packed in ice. If necessary, additional ice packs may be added during the course of the sampling day.

¹ Excessive sand or sediment will clog the filtration process and prevent bacteria colonies from growing. It will be up to the sampler to determine what is considered excessive based on his or her own experience.

Sampling Documentation. A FOF must be completed for each station. Multiple stations may be included on a single FOF if all the data is the same. A copy of a completed FOF must be provided to the designated laboratory (if different than the Local Contractor). The Local Contractor shall retain all FOFs. Data from the FOFs must be submitted electronically, once a month, in a spreadsheet format supplied by the Beach Watch Coordinator.

Other indicators to be noted on the FOF shall include:

- Dead fish, birds, or other animals on beach
- Submerged debris in water (old bulkheads, barges, posts etc.)
- Submerged debris on beach (old bulkheads, slabs, etc.)
- Glass and other debris
- Tar balls
- Longshore current (speed and direction)

V. PUBLIC NOTICE/ISSUING ADVISORIES

Determining Bacteria Levels. One sample will be collected at each station and will be used to determine when an advisory shall be recommended. Where two samples are collected at a station as required in the QAPP for QA/QC purposes, the average of the two samples shall be used.

Recommending/Issuing Advisories. If the average of the one (or two) samples exceeds the Single Sample Maximum Density value of 104 cfu/100ml, an advisory shall be recommended to the local government contact(s). Sampling shall continue daily until the values are back below the standard. This includes weekends and summer holidays.

Public Advisory. If the Local Contractor is a local government, the local government will be responsible for issuing a public advisory and advisory signs must be posted. Failure to post the signs will result in immediate termination of the contract.

If the Local Contractor is not a local government, the GLO will notify the local government. The Local Contractor may post the advisories signs if authorized by the local government.

VI. DELIVERABLES

The Local Contractor through the Beach Watch Program's data entry website must submit sampling results. Data must be entered into the website within **two hours** of receiving the results. Only extenuating circumstances such as power outage or Internet connectivity problems will preclude this requirement. If extenuating circumstances occur that preclude entering the data within two hours, the Local Contractor shall notify the Beach Watch Coordinator by any means possible.

EXHIBIT 1
Sampling Schedule

**Sampling Schedule
 September 1, 2012 through August 31, 2013**

Sample Week	Sample	Event #
9/4/2012	Yes	1
9/11/2012	Yes	2
9/18/2012	Yes	3
9/25/2012	Yes	4
10/2/2012	No	
10/9/2012	Yes	5
10/16/2012	No	
10/23/2012	Yes	6
10/30/2012	No	
11/6/2012	Yes	7
11/13/2012	No	
11/20/2012	Yes	8
11/27/2012	No	
12/4/2012	Yes	9
12/11/2012	No	
12/18/2012	No	
12/25/2012	No	
1/1/2013	No	
1/8/2013	Yes	10
1/15/2013	No	
1/22/2013	Yes	11
1/29/2013	No	
2/5/2013	Yes	12
2/12/2013	No	
2/19/2013	Yes	13
2/26/2013	No	

Sample Week	Sample	Event #
3/5/2013	Yes	14
3/12/2013	Yes Gulf Beaches Only	15
3/19/2013	Yes	16
3/26/2013	Yes Gulf Beaches Only	17
4/2/2013	No	
4/9/2013	Yes	18
4/16/2013	No	
4/23/2013	Yes	19
4/30/2013	No	
5/7/2013	Yes	20
5/14/2013	Yes	21
5/21/2013	Yes	22
5/28/2013	Yes	23
6/4/2013	Yes	24
6/11/2013	Yes	25
6/18/2013	Yes	26
6/25/2013	Yes	27
7/2/2013	Yes	28
7/9/2013	Yes	29
7/16/2013	Yes	30
7/23/2013	Yes	31
7/30/2013	Yes	32
8/6/2013	Yes	33
8/13/2013	Yes	34
8/20/2013	Yes	35
8/27/2013	Yes	36

EXHIBIT 2
Field Observation Form

Field Observation Form

This form may be changed to suit the needs of the Project Manager as long as all relevant data is collected.

Date: _____ **Sampler's Name:** _____

Beach Name: _____ **Station Numbers:** _____

Time Samples Collected: Start: _____ **Finish:** _____

Time Samples Delivered to Lab: _____

Site Conditions

Wind: Calm _____ Slight Breeze _____ Moderate Breeze _____ Windy _____

Weather: Clear _____ Partly Cloudy _____ Overcast _____ Rainy _____ Drizzle _____ Fog _____

Wind Direction: N _____ NE _____ E _____ SE _____ S _____ SW _____ W _____ NW _____

Air Temperature: _____ **Water Temperature:** _____

Rainfall: Weekly Accumulation _____ in. Last 24 hours: _____ in.

Tidal Stage: Flooding _____ High Slack _____ Ebbing _____ Low Slack _____

Water Surface: Calm _____ Ripples _____ Chop _____ Swells _____

Water Color: Medium Brown _____ Dk. Brown _____ Red-Brown _____

Green-Brown _____ Green _____ Yellow-Brown _____ Other _____

Smell: Sewage _____ Oily _____ Fishy _____ Rotten Egg _____ None _____

Beach Debris: Dead Fish _____ Dead Crabs _____ Algae _____ None _____

Other _____

General Comments: _____

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

FORM CD-512
 (REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
 LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
 0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

QUALITY ASSURANCE PROJECT PLAN (“QAPP”)

**INCORPORATED BY REFERENCE IN ITS ENTIRETY FOR ALL PURPOSES
AND AVAILABLE FOR DOWNLOAD AT:**

<http://gisweb.glo.texas.gov/Beachwatch/docs/qapp2012.pdf>

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Provider certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
6. Provider certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Provider:

Date of Employment with Provider:

7. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
8. Provider 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. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
9. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
10. The Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Provider shall include the above provisions in all subcontracts pertaining to the work.
11. Provider understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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