

Texas Commission on Environmental Quality

CONTRACT SIGNATURE PAGE

Contract Name: City of Corpus Christi Rider 7 Local Air Quality Planning Grant
Contract Number: 582-20-11981
Performing Party: City of Corpus Christi
Performing Party Identification Number: 17460005741
Maximum Authorized Reimbursement: \$281,250.00
Effective Date: ☐ 09/01/2019 ☒ Date of last signature
Expiration Date: ☒ 12/31/2021 ☐ Last day of Fiscal Year in which the Contract was signed
☐ If checked, this Contract requires matching funds. Match Requirement:
☐ If checked, this Contract is funded with federal funds.
CFDA Number:
Federal Grant Number:

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)

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

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

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

**City of Corpus Christi
(Performing Party)**

Authorized Signature

Tonya Baer

Printed Name

Deputy Director
Title

Date

Authorized Signature

Steve Viera

Printed Name

Assistant City Manager
Title

Date

Procurements & Contracts Representative

Sergio Vasquez, CTCM, CTCD

Printed Name

Date

CONTRACT DOCUMENTS LIST

Cooperative Reimbursement Contract for State Agencies and Local Governments

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. 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
- Scope of Work
- General Terms and Conditions
- Cost Budget
- Notices, Project Representatives and Records Locations
- Attachment A – Release of Claims
- Attachment B – Personnel Eligibility List (PEL)
- Attachment C – Quarterly Progress Report (QPR)
- Attachment D – Financial Status Report (FSR)
- Attachment E – Budget Revision Request Form

SPECIAL TERMS AND CONDITIONS

These conditions add to, or in the case of conflicts, supersede and take precedence over the general conditions set forth in this agreement.

- 1. Article 1, Section 1.2, Amendments, in the General Terms and Conditions is replaced with the following:**

1.2. Amendments and Minor Changes

- 1.2.1. A formal Amendment to the contract signed by authorized officials of both Parties is required for changes to the substantive obligations of the Performing Party and/or TCEQ, including the following:**
 - 1.2.1.1. Changes in the total amount of funds in the Cost 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 obligations to the Texas Legislature, and**
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.**
- 1.2.2. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a formal amendment, to make written Contract interpretations and agree in writing to minor, non-material changes to requirements in the Scope of Work or Performing Party's Statement of Work including:**
 - 1.2.2.1. Changes to the schedule in the Contract including an extension of a deliverable due date, not to exceed the expiration date of the Contract;**
 - 1.2.2.2. Changes to the individual tasks in the Scope of Work or Performing Party's Statement of Work that do not substantially change the obligations of the parties relative to those tasks, and**
 - 1.2.2.3. Transfers between the authorized amounts of expenditures in the Cost Budget, not to exceed 10% of the total amount.**
- 1.2.3. To be effective, the contract changes agreed to by TCEQ must be in writing and must also be agreed to by an authorized Representative of the Performing Party. An email containing the change and an approving response from the other Party is sufficient. A copy of the agreed change must be retained in the appropriate file of both the Performing Party and TCEQ.**
- 1.2.4. It is the responsibility of the Performing Party to request extensions to the deliverable schedule and the other changes that are within the authority of TCEQ.**

2. The following is added to Article 4, REIMBURSEMENT, in the General Terms and Conditions:

4.7 Advance Requests. The TCEQ will advance payments to the Performing Party up to 50% of the Maximum Authorized Reimbursement on the Contract Signature Page. This advance payment is for work to be performed in accordance with the Scope of Work and Rider 7 in the TCEQ FY20-21 appropriation (HB 1, 86th Legislature). This advance must be requested in writing by the Performing Party after this Contract is fully executed and once funds are available.

4.7.1 Conditional Advance. Funds are advanced on the condition of the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either funds unspent or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy. Any money that has not been spent in accordance with this Contract by December 31, 2021 must be immediately refunded to TCEQ in accordance with UGMS Part III. Subpart D __.50 Closeout. Performing Party agrees to return unspent or unauthorized funds within 90 days of the Contract Expiration Date.

4.8 Financial Status Report. The Performing Party will submit a quarterly report on the Financial Status Report (FSR, Attachment D), documenting the allowable expenditures, and administrative costs incurred in the previous quarter for performing the Scope of Work and the remaining balance of funds. The Performing Party's FSRs shall be complete and conform to all reimbursement or invoice requirements specified by TCEQ. The Performing Party must include documentation with the FSR demonstrating expenses incurred. All administrative costs are capped by Rider 7 in the TCEQ FY20-21 appropriation (HB 1, 86th Legislature) at 10%, and this limit must be demonstrated on each FSR.

4.9 Reporting by Subcontractors. Performing Party shall require, by contract, its subcontractors to invoice it monthly. Costs relating to subcontractors shall be invoiced to TCEQ quarterly.

3. ADMINISTRATIVE COSTS

3.1. In accordance with Rider 7 in the TCEQ FY20-21 appropriation (HB 1, 86th Legislature), no more than 10 percent of the allocation be used for administrative purposes.

3.2. Administrative Costs are costs incurred by the Performing Party that can be identified separately and assigned to a specific project, used in order to properly administer and manage the contract funds. Administrative costs may include, but are not limited to, providing general supervision for grant activities, administering sub-contracts, and submitting reports and invoices.

4. SPECIFIC INFORMATION REQUIREMENTS FOR INVOICES.

4.1 Invoices must include the following, as applicable, on the face of the invoice:

Invoice date
Service dates
TCEQ Contract No.
Performing Party Vendor Identification No.
Performing Party mailing address, Fax No. and Telephone No.
Name(s) of Performing Party Principal Investigator
Item/service description
Amount invoiced
Name and telephone number of individuals designated by Performing Party to answer questions regarding the invoice (if other than Performing Party's Project Representative for Contractual Matters)
Invoice total
Backup documentation for Performing Party and subcontractor costs. A Financial Status Report (may also be referred to as FSR, Form 269a, or TCEQ Form 20248)

4.2 Whenever a cost is to be determined under a Cost Budget, Performing Party will establish and maintain records of costs in accordance with Uniform Grant Management Standards (UGMS) and generally accepted accounting principles and practices and submit, in a format acceptable to TCEQ, an itemized price breakdown together with supporting documentation. All service dates on invoices must match supporting documentation dates.

5. RELATIONSHIP OF CERTAIN PROVISIONS

5.1. Unless there is a clear conflict between the requirements in the General Terms and Conditions and the Scope of Work (SOW), the requirements should be read in harmony. The SOW may waive or modify General Terms and Conditions regarding: intellectual property, lab accreditation, technical data, and Quality Assurance Project Plans. The waiver or modification in the SOW must explicitly refer to the provision in the General Terms and Conditions that it waives or modifies.

6. GRANTEE PERFORMANCE EVALUATION

6.1. Performance evaluations are a part of the TCEQ review of the Performing Party and may be a factor in the selection of future grants. The TCEQ may provide this information to state agencies and others. The Performing Party consents to the disclosure of any information or opinion in the evaluations.

7. PERSONNEL ELIGIBILITY LIST (PEL)

- 7.1.** All individuals charged as direct costs under the contract must be included on the PEL (Attachment B). To make substitutions to individuals listed on the PEL or to add individuals to the PEL, the Performing Party must submit an updated PEL to the TCEQ Contract Manager. The Performing Party shall not use the individuals substituted or added to the PEL prior to receiving an electronic mail from the TCEQ Contract Manager stating that TCEQ has no objection to the updated PEL (see UGMS III. Section _____.30(d)), unless failure to immediately proceed with the substitution or addition will jeopardize the successful performance of the grant activities. If prior notification of the substitution or addition will jeopardize the successful performance of the Grant Activities, the Performing Party must immediately notify TCEQ by providing the updated PEL.

8. AUTHORIZATION

- 8.1.** A Notice to Proceed document will not be required for this Contract. The last date of signature by the parties shown on the Contract Signature Page shall make the agreement effective and allow the Performing Party to proceed with the Contract Activities.

9. LIMITATION ON GRANTS TO UNITS OF LOCAL GOVERNMENT

- 9.1.** The Performing Party will ensure that any expenditure of funds received under this grant complies with the Limitation on Grants to Units of Local Government under Article IX, Part 4, Section 4.04 of the General Appropriations Act (HB 1, 86th Legislature).

10. ASSURANCES

The Performing Party assures compliance with the provisions found in UGMS III Subpart B, __.14 State assurances, that are applicable to this grant.

SCOPE OF WORK

I. Purpose

The City of Corpus Christi (Performing Party) will conduct air quality planning activities in accordance with Rider 7 of the Texas Commission on Environmental Quality's (TCEQ) Legislative Appropriation from the 86th Legislature.

Rider 7 funds are limited to inventorying emissions, monitoring pollution levels, and administration of the program. Rider 7 further requires that no more than 10% of the allocation be used for administrative purposes and prohibits the expenditure of the following: marketing and outreach activities, bicycle use programs, carpooling awareness, environmental awareness campaigns, and locally enforceable pollution reduction programs. The grant recipients shall channel the funds to those projects most useful for the State Implementation Plan (SIP).

II. Description of Activities

The Performing Party shall use Rider 7 funds in the following performance/subject areas:

A. Inventorying Emissions:

The Performing Party may expend Rider 7 funding on activities related to inventorying emissions. Emission inventory projects must be approved in advance by the TCEQ and will be limited to those most useful for the State Implementation Plan (SIP). To maintain consistency with the SIP, the Performing Party and its sub-grantees and subcontractors shall use point, area, and mobile source emissions factors and existing program assumptions used by TCEQ when working with emissions inventories (for any purpose) or existing control strategy programs. These assumptions include compliance and/or control effectiveness parameters.

B. Monitoring of Pollution Levels:

The Performing Party may expend Rider 7 funding on activities related to monitoring of pollution levels. Pollution monitoring projects should be limited to those most useful for the SIP and therefore should be associated with ozone and its precursors, which are primarily nitrogen oxides (NO_x) and volatile organic compounds (VOC). Grant recipients may use Rider 7 funds to support existing or historically operated ambient air monitoring stations or to establish new ambient air monitoring stations. Other stationary or mobile based monitoring projects are potentially allowed on a case by case basis.

III. Deliverables

Task 1- Project Management

The Performing Party will provide technical and fiscal oversight of the project to ensure all activities and deliverables are acceptable, completed as scheduled and within budget, including ensuring that no more than 10% of costs are spent on administrative expenses. Project management will be documented and provided to the TCEQ Project Manager through a Quarterly Progress Report (QPR) and quarterly Financial Status Reports (FSR).

Subtask 1.1 QPR: The Performing Party will electronically submit QPRs (Attachment C) to the TCEQ Project Manager via email. QPRs will document all activities performed, the status of each relevant deliverable, and the costs incurred that quarter. The Performing Party will submit QPRs by the 30th of December, March, June and September, aligning with the state fiscal quarters. The Final Report deliverable will serve as the final QPR.

Subtask 1.2 FSR: The Performing Party will submit FSRs (Attachment D) to the TCEQ Contract Manager in accordance with the Special Terms and Conditions.

Subtask 1.3 Contract Communication: The Performing Party's Project Manager, or a knowledgeable designee, must be available for questions from the TCEQ Project Manager at all reasonable times during the performance of work under this Contract, and for at least one month after the Contract has been completed.

The Performing Party will maintain regular telephone and/or email communication with the TCEQ Project Manager regarding the status and progress of the project and on any matters that require attention between QPRs. Matters that must be communicated to the TCEQ Project Manager include, but are not limited to:

- Notification a minimum of 30 days before the Performing Party has scheduled public meetings or events, or other major Task activities or developments.
- Notification within 15 days regarding events or circumstances that may require changes to the Budget, Statement of Work, or Schedule of Deliverables.

The Performing Party may need to participate in meetings between the TCEQ, U.S. EPA Region 6, and possibly interested stakeholders either in person or via telephone, internet conference, etc.

Task 2 –Statement of Work

The Performing Party must submit and obtain approval of a Statement of Work detailing the use of Rider 7 funds for inventorying emissions and/or monitoring pollution levels before expending the funds. The cost of Task 2 activities must be included as a separate cost line item or category that details the number of hours spent and the cost of preparation.

Subtask 2.1 Statement of Work

The Statement of Work must contain the following pieces of information and any others deemed necessary by TCEQ to address the intent of the Contract (e.g., figures, tables, work products, processes, deliverables, etc.) Each of the sections must be named or titled using the following headings:

1. GRANT NUMBER AND NAME.
2. PERFORMING PARTY'S PROJECT MANAGER(S): The name(s) and contact information of the project manager(s) to be assigned to the activities under the Contract and the names and contact information of alternate personnel in the event the project manager is unavailable to perform assigned tasks.
3. PERSONNEL ELIGIBILITY LIST: A completed Attachment B: Personnel Eligibility List (PEL).
4. SUBGRANTEES TO BE USED UNDER THIS CONTRACT.
5. QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES. See detail under Subtask 2.2, below. The Statement of Work shall address which technical activities will require a Quality Assurance Project Plan (QAPP). The Performing Party may not commence technical activities until the QAPP is developed and accepted by the TCEQ.
6. TIME LINE: The schedule for the project described by the Contract (if there is a conflict with the time line included in the Contract, the Performing Party must bring this to the attention of TCEQ Project Manager).
 - PROJECT MILESTONES & WORK (ACTIVITIES) BREAKDOWN STRUCTURE.
7. BUDGET: Complete the Cost Budget form for the Contract (the budget submitted must be sufficiently detailed to allow TCEQ to easily determine the hours, prices, and personnel, by classification, related to each task and deliverable, and must also include a total for the proposed Statement of Work).
8. TECHNICAL APPROACH/METHOD: The technical approach/method for the Statement of Work must contain detailed descriptions of the tasks and deliverables and the dates that deliverables must be provided to the TCEQ by Performing Party.
9. MODELS AND SOFTWARE TO BE USED BY PERFORMING PARTY: Models, software, and any other tools in addition to those already specified in the Contract to be used to complete the project described in the Contract, as well as the documentation procedures where applicable. If a substitute model is proposed, Performing Party must clearly identify that it is being proposed as a substitute and explain why. If it is not specifically approved by TCEQ as a substitute, Performing Party must use the models and software specified in the Contract.
10. MISCELLANEOUS INFORMATION OR ELEMENTS. If the Performing Party is aware of any additional requirements which will apply to the work being performed, the Performing Party must include them in its Statement of Work.
11. SIGNATURE BY PERFORMING PARTY: The Performing Party must have the Statement of Work signed and dated by a person with the authority to bind the Performing Party to the performance of the Statement of Work (please include the title and printed name of the person signing the Statement of Work). The Statement of Work must include the Performing Party's company/organization name in a prominent place on the Statement of Work and the Performing Party's name must also appear above the Performing Party's signature block.

The TCEQ Project Manager will review the Performing Party's Statement of Work and either make comments and suggest changes or approve the Statement of Work as prepared by the Performing Party. Upon TCEQ's approval, the Performing Party's Statement of Work is incorporated into the Contract, and TCEQ will issue a Notice to Commence (NTC).

If the Performing Party becomes aware of any additional applicable requirements after TCEQ has approved the Statement of Work, the Performing Party shall notify TCEQ and submit a revised Statement of Work.

Subtask 2.2 Quality Assurance/Quality Control (QA/QC) Procedures

The Performing Party must draft and follow a QAPP. A QAPP addresses the quality assurance process the Performing Party will undertake to ensure the adherence of data or other products to established criteria. The Performing Party is responsible for the content and quality of the QAPPs and their implementation. The QAPPs shall address the technical activities detailed in the Statement of Work following the EPA's Guidance for Quality Assurance Project Plans, EPA QA/G-5. All funded activities shall adhere to the EPA's Guidance for Quality Assurance Project Plans, [EPA QA/G-5](#), and include full documentation of the methods and procedures used.

A QAPP for this project must include a formal QA/QC program that will ensure Contract activities and deliverables are of known and acceptable quality. The QA/QC requirements must be consistent with the TCEQ Quality Management Plan. QAPPs must be made available upon request by the TCEQ.

Task 3: Inventorying emissions, monitoring of pollution levels, and administration of the program

Subtask 3.1 Inventorying Emissions:

The Performing Party may expend Rider 7 funding on activities related to inventorying emissions and emission inventory (EI) development defined as:

1. Updates to applicable source classification code specific activity and population data;
2. Updates to applicable source classification code specific profiles;
3. Updates to EI data element (emissions factors, projection factors, and control efficiencies);
4. The development of updated EIs using the Environmental Protection Agency's (EPA's) approved methodologies and modeling applications; and
5. Refinements to the speciation, spatial allocation, and temporal allocation of emissions for SIP modeling.

EI projects shall be limited to those most useful for the SIP. To maintain consistency with the SIP, the Performing Party and its sub-grantees and subcontractors shall use point, area, and mobile source emissions factors and existing program assumptions used by TCEQ when working with EIs (for any purpose) or existing control strategy programs. These assumptions include compliance and/or control effectiveness parameters.

To facilitate use by the TCEQ, all non-point EI data developed through these activities should be in CERS XML format or other formats compatible with applicable TCEQ databases.

Additionally, EI development shall adhere to the principles and practices of the following:

- a. [Emissions Inventory Guidance for Implementation of Ozone and Particulate Matter National Ambient Air Quality Standards \(NAAQS\) and Regional Haze Regulations](#)
- b. [Air Emissions Inventory Improvement Program \(EIIP\)](#)

All inventory activities must conclude on or before October 31, 2021.

Subtask 3.2 Monitoring of Pollution Levels:

The Performing Party may expend Rider 7 funding on activities related to monitoring of pollution levels. Pollution monitoring projects should be limited to those most useful for the SIP and therefore should be associated with ozone and its precursors, which are primarily nitrogen oxides (NO_x) and volatile organic compounds (VOC). Grant recipients may use Rider 7 funds to support existing or historically operated ambient air monitoring stations or to establish new ambient air monitoring stations. Other stationary or mobile based monitoring projects are potentially allowed on a case by case basis.

Regarding site access and data hosting:

1. Projects proposing monitoring equipment to be collocated with a TCEQ stationary monitoring site will be subject to approval and may be prohibited based on limitations in existing site agreements with property owners.
2. Projects that include the collection of air quality monitoring data must consider data management as a key component of the project. Reliance upon the TCEQ data systems to host or display data collected under a Rider 7 project should not be assumed.

All monitoring activities must conclude on or before November 30, 2021

Task 4: Draft and Final Reports

The Performing Party shall analyze the results of all projects and work funded under Task 3. The Performing Party shall submit a report to the TCEQ that documents the data and findings from all projects and work funded under Task 3.

Subtask 4.1 Draft Report-

The Performing Party must provide the Draft Report required under in any one or combination of the following:

- ☒ as a loose-bound original suitable for copying, with the following number of additional copies: One (1)
- ☐ on Compact Disc, including all other electronic deliverables
- ☒ in an FTP file, including all other electronic deliverables unless another format is specified below, and/or
- ☒ other: An electronic format delivered via email.

If an electronic copy of the Draft Report is required, it must be in:

- ☒ Microsoft Word and/or
- ☒ PDF

The Draft Final Report shall provide a comprehensive overview of activities undertaken and any data collected and analyzed. The Draft Final Report must highlight major activities and key findings, provide pertinent analysis, and detail relevant statistics including data, parameter, or model completeness, accuracy and precision.

The Draft Final Report shall include the following components:

1. an executive summary or abstract;
2. a detailed description of all projects funded under Task 3;
3. a detailed discussion of the Performing Party's analyses and findings under Task 4.
4. a discussion of the pertinent accomplishments, shortfalls, and limitations of the activities completed under Task 3; and
5. all data and analyses from projects funded under Task 3 and the Performing Party's evaluation of those results under Task 4.

Subtask 4.2 Final Report:

The Performing Party must address any comments received by TCEQ on the Draft Final Report and provide the Final Report as follows:

- ☐ the executive summary as a loose-bound original suitable for copying, with the following number of additional copies:
- ☐ the full report on Compact Disc, including all other electronic deliverables unless another format is specified below
- ☒ in an FTP file, including all other electronic deliverables unless another format is specified below, and/or
- ☒ other: An electronic format delivered via email.

If an electronic copy of the Final Report is required, it must be in:

- ☒ Microsoft Word and/or
- ☒ PDF

Subtask 4.3 Other electronic data (if required):

The Performing Party shall retain the materials for 3 years after the project end date. This is necessary to document its work should third parties ask the TCEQ to provide the data and/or analyses that formed the final report's data and findings.

If electronic data is requested, Performing Party must provide the following electronic data in the format specified below: The Performing Party must provide supporting materials including data, scientific literature (citations, not actual articles), analysis results, and other relevant materials that substantiate the conclusions reached in the Final Report. This "back-up" material will be used to provide clarifications and answer technical questions that third parties might ask about the Final Report.

- ☐ on Compact Disc
- ☒ FTP file, and/or
- ☐ other:

IV. Summary Schedule of Deliverables

Deliverable	Deliverable Due Date
Project Management (Task 1) Deliverable 1.1: QPRs Deliverable 1.2: FSRs/Invoices Deliverable 1.3: Contract Communication	1.1 Quarterly by the 30 th of December, March, June, & September. 1.2 Quarterly by the 30 th of December, March, June, & September. 1.3 As needed
Statement of Work & QAPP (Task 2) Deliverable 2.1: TCEQ approved Statement of Work Deliverable 2.2: TCEQ approved QAPP	2.1 Within thirty (30) calendar days after this Contract is executed by TCEQ. 2.2 Within thirty (30) calendar days after task 2.1 is approved by TCEQ.
Inventorying emissions, and monitoring of pollution levels, and administration of the program (Task 3) Deliverable 3.1: Inventorying Emissions Deliverable 3.2: Monitoring of Pollution Levels	3.1 October 31, 2021 3.2 November 30, 2021
Draft and Final Report (Task 4) Deliverable 4.1: Draft Report Deliverable 4.2: Final Report	4.1: December 1, 2021 4.2: December 31, 2021

V. Assumptions

A. Copies

For each report, the Performing Party shall provide to the TCEQ, in Austin, Texas, the number of printed and bound copies as specified in Task 4. Electronic copies of all reports and text, graphic, spreadsheet files and models used in the preparation of any documents related to the project reports, to document results and conclusions (e.g. sampling data, work files, etc.), or developed as work products under this Contract shall be supplied at the conclusion of the project or earlier, as specified or requested in writing or by e-mail by the TCEQ Project Manager.

B. Software Standards

The software standards at the TCEQ in word processing and spreadsheet software are Microsoft Word and Microsoft Excel or a software version to be negotiated at the appropriate time. All electronic copies of documentation shall be supplied in these formats or saved in a format that can be imported in such a way that the document or spreadsheet quality is not distorted. Where conversions from one spreadsheet or one word processing format to another result in changes in the formatting that detract from the presentation quality at minimum or result in significant work in restoring the documents or spreadsheets to presentation quality, the work produced will not be acceptable to TCEQ under this Contract.

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

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

2. FUNDS

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. 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 6.25 of the General Appropriations

Act, 86th Legislative Session (2019), nor by Texas Government Code Chapter 2272 *Prohibited Transactions* [Senate Bill 22, 86th Legislative Session (2019)].

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. 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. **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.
- 4.3. **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.

- 4.4. **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.
- 4.5. **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.
- 4.6. **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 **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.

6.3 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

6.4 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract 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.

7. TIME

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).

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 Cooperative Reimbursement Contract for State Agencies and Local Governments

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

Budget Category	Total Cost for Work to be Performed	Portion that is Administrative Costs (must be 10% or less of Total)
Salary / Wages	\$0.00	
Fringe Benefits	\$0.00	
Travel	\$0.00	
Supplies	\$0.00	
Equipment	\$0.00	
Contractual	\$0.00	
Construction	\$0.00	
Other	\$0.00	
Indirect Costs	\$0.00	
Total	\$281,250	

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

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

If other direct cost base, identify:

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

- ☐ 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.

- 3.0 Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
- 4.0 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.
- 5.0 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.
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 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 no benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

10.0 Administrative Costs. No more than 10% of the Total Contract Amount may be used for administrative purposes.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

CONTRACT NO. 582-20-11981
CONTRACT NAME: CITY OF CORPUS CHRISTI RIDER 7 LOCAL AIR QUALITY PLANNING GRANT

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the 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 Information.** 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)

Roger Moon

Contract Specialist

Title

Texas Commission on
Environmental Quality

P.O. Box 13087

MC-164

Austin, Texas 78711-3087

Telephone No. (512) 239-6474

Facsimile No. (512) 239-1500

TCEQ PROJECT MANAGER (for Technical Matters)

Chris Owen

Project Manager

Title

Texas Commission on
Environmental Quality

P.O. Box 13087

MC-206

Austin, Texas 78711-3087

Telephone No. (512) 239-4235

Facsimile No. (512) 239-1500

4. Performing Party Representatives.

For Contractual Matters

Sharon Bailey Murphy

Environmental Affairs Manager

City of Corpus Christi

1201 Leopard Street

Corpus Christi, Texas 78401

Telephone No. (361) 826-4066

Facsimile No. (361) 826-4681

E-mail: SharonL@cctexas.com

For Technical Matters

Sharon Bailey Murphy

Environmental Affairs Manager

City of Corpus Christi

1201 Leopard Street

Corpus Christi, Texas 78401

Telephone No. (361) 826-4066

Facsimile No. (361) 826-4681

E-mail: SharonL@cctexas.com

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

☐ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☒ Other:

Invoice_AQD@tceq.texas.gov

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 Corpus Christi
1201 Leopard Street
Corpus Christi TX 78401

Attachment A:
Release of Claims

(Must be returned with last invoice per General Term and Condition Section 4.5)

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 [*City of Corpus Christi*] (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 582-20-11981 (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 B: Personnel Eligibility List (PEL)

PERSONNEL ELIGIBILITY LIST (PEL)

(To be returned with the initial Statement of Work and any subsequent personnel changes)

Performing Party:

Date:

Grant Number:

Staff Name or "Vacant"	Position or Title & Role in Performing the Grant Activities	Date Added to PEL	Date Removed from PEL

Attachment C: Quarterly Progress Report (QPR)

Quarterly Progress Report Template

Quarterly Progress Report for the Texas Commission on Environmental Quality

Date:

Rider 7 Area:

Grant Number: 582-20-11981

Reporting Period:

List of Tasks Completed:

Status table (add rows as necessary to cover all tasks):

Task Number	Deliverable	Due Date	Total Amount Allocated for Task	Remaining Allocation for Task	Estimated Cost of Task this Quarter	Percent of Task Completed

Sections below must be completed for every task and subtask (i.e. Task 1.1, Task 2.1, Task 2.2, etc.). If there was no activity, then please state "None" in the Milestones, and "No activity for this period" and the reason under the Detailed Summary section.

Task 1.1:

Milestones:

Detailed Summary:

Technical and Logistical Problems and Solutions:

Task 2.1:

Milestones:

Detailed Summary:

Technical and Logistical Problems and Solutions:

Task 3.2:

Milestones:

Detailed Summary:

Technical and Logistical Problems and Solutions:

Attachment D
Financial Status Report (FSR)
(To be submitted quarterly)

FINANCIAL STATUS REPORT

TCEQ Form 20248 Revised (11/2005) - Page 1 of 5

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

EQUIPMENT PURCHASES (during this report period)

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

CONTRACTUAL EXPENDITURES (during this report period)

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

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

CONSTRUCTION COSTS (during this report period)

TCEQ Form 20248 Revised (11/2005) - Page 3 of 5

ITEMIZATION OF SUPPLY AND OTHER COSTS

SUPPLIES PURCHASED (during this report period)

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

OTHER EXPENDITURES (during this report period)

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

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MAY BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED \$500.

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)		\$	

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST (THIS PERIOD)	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)		\$	

* SUBSTANTIATING DOCUMENTATION (time sheets, travel receipts, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

Attachment E:
Budget Revision Request Form
(BRR)

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 in 9., i., and k.

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

2. Grant/ Contract Title:

3. Payee Identification No.:

4. TCEQ Contract No.:

5. Total Project/ Grant Period:

6. Budget Categories:

7. Approved Budget

8. Change Requested (+ or -)

9. New or Revised Budget

a. Personnel/Salaries

b. Fringe Benefits

c. Travel

d. Supplies

e. Equipment

f. Contractual

g. Construction

h. Other

i. Total Direct Costs (sum a - h)

j. Indirect Costs (____% x \$_____ Salary)

k. Total (sum i & j)

Justification (Attach additional sheets, if necessary):

*** Budget Revision Request must contain 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