

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Natural Gas Vehicle Grant Program

Participating Dealer Terms and Conditions

The Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Purpose**

The Purpose of this Agreement is to establish requirements for Participating Dealers in the Texas Natural Gas Vehicle Grant Program (TNGVGP) established under Chapter 394, Texas Health and Safety Code (THSC), as created by Senate Bill 385, 82nd Texas Legislature, 2011, Regular Session; specifically Section 394.009.

**Article 2. Agreement Documents**

- 2.1. The Agreement Documents which comprise the entire agreement between the Texas Commission on Environmental Quality (TCEQ) and PARTICIPATING DEALER are (in order of precedence in the event of conflicts):
  - 2.1.1. The Participating Dealer Terms and Conditions
  - 2.1.2. The Approved Participating Dealer Proposal Forms
  - 2.1.3. The Request for Proposals (RFP) for Participating Dealers

**Article 3. Definitions**

- 3.1 As used in this Agreement, the following terms have the meanings listed.
  - 3.1.1. Agreement Life – the period of time from the Effective Date of this Agreement through the expiration date, unless the Agreement is otherwise terminated or renewed in accordance with its terms.
  - 3.1.2. Grant Applicant - the entity that is applying through PARTICIPATING DEALER for a TNGVGP grant.
  - 3.1.3. Grantee – an entity that has received an award of a TNGVGP grant from TCEQ based upon a grant application submitted through PARTICIPATING DEALER.
  - 3.1.4. Natural Gas Vehicle List - the on-line listing of preapproved natural gas vehicles and engines compiled and maintained by TCEQ that satisfies the requirements of THSC, §394.008(b)(1).
  - 3.1.5. Original Engine – an engine required to be disposed of under the terms of the grant contract between TCEQ and a Grantee.
  - 3.1.6. Original Vehicle - a vehicle required to be disposed of under the terms of the grant contract between TCEQ and a Grantee.
  - 3.1.7. Original Equipment Manufacturer (OEM) – the entity named as the manufacturer on the certificate of conformity issued by the United States Environmental Protection Agency (EPA) for the natural gas engine or vehicle.
  - 3.1.8. Records - all documentation collected or prepared by PARTICIPATING DEALER in the performance of this Agreement, including, but not limited to, the grant applications, certifications, and supporting documentation. This definition does not include documents that PARTICIPATING DEALER collects or prepares in the course of its normal business.

## **Article 4. Responsibilities of PARTICIPATING DEALER**

### ***Minimum Qualifications***

- 4.1. PARTICIPATING DEALER warrants that it meets the following qualifications for participation in the TNGVGP and will continue to meet these qualifications throughout its participation in the program.
- 4.1.1. PARTICIPATING DEALER has the authority to conduct business in the State of Texas, maintains a physical presence within the State on a permanent basis, and maintains all permits and licenses necessary for performance under this Agreement.
- 4.1.2. PARTICIPATING DEALER has all legal authority from manufacturers to offer the natural gas vehicles, engines, conversion systems, and fueling systems proposed for sale, lease, and/or commercial finance under the TNGVGP.
- 4.1.3. PARTICIPATING DEALER has authority to and the capability of acting as the primary entity that sells or leases the grant equipment, performs the repower activities, or commercially finances these activities for the grantee.
- 4.1.4. PARTICIPATING DEALER has authority to and is capable of delivering the grant-funded vehicle or services.
- 4.1.5. PARTICIPATING DEALER must be willing to accept the assignment of payment of the grant reimbursement by the grantee, if the assignment request by the grantee is approved by the TCEQ. The assignment of payment may only be made to the entity to which the grantee is obligated to pay the reimbursement funds, which in most cases will be the PARTICIPATING DEALER. However, in the case of a finance lease where the lease transaction is between the grantee and a commercial finance entity that holds the security interest in the vehicle, the grantee's obligation to pay will be with the finance entity. If the PARTICIPATING DEALER is the vehicle dealer and not the finance entity, the TCEQ may consider a request to assign the reimbursement payment to the finance entity. TCEQ will not split reimbursement payments among multiple entities. Specific requirements regarding the assignment of payment process will be included in the grant solicitation, contract, and request for reimbursement documents.

### ***General***

- 4.2. In performing the Agreement Activities hereunder, PARTICIPATING DEALER undertakes performance for its own benefit and not as an agent for TCEQ.
- 4.3. PARTICIPATING DEALER will not be paid or otherwise reimbursed directly by TCEQ. The benefit received under this Agreement is the opportunity to participate in the TNGVGP, which provides the opportunity to profit through the sale or repower of vehicles under the TNGVGP.
- 4.4. Any TNGVGP funds received by PARTICIPATING DEALER under a TNGVGP grant are assigned under a separate agreement between TCEQ and the TNGVGP Grantee and payment of funds is subject to the requirements of that agreement. PARTICIPATING DEALER has no claim or entitlement to receipt of grant funds under this Agreement.
- 4.5. PARTICIPATING DEALER may not approve a grant.
- 4.6. Compliance with Laws. PARTICIPATING DEALER shall give all notices and comply in all material respects with all Laws and Regulations applicable to furnishing and performance of the Agreement Activities. Except where otherwise expressly required by applicable Laws and Regulations, TCEQ shall not be responsible for monitoring PARTICIPATING DEALER's compliance with any Laws or Regulations.
- 4.7. Unless otherwise agreed to by TCEQ, at least one employee of PARTICIPATING DEALER will be trained by TCEQ staff at either a scheduled training workshop or individually, as approved by TCEQ, prior to PARTICIPATING DEALER being eligible to submit a grant application on behalf of a Grant Applicant.

***Agreement Activities***

- 4.8. PARTICIPATING DEALER agrees to perform certain Agreement Activities during the Agreement Life.
  - 4.8.1. PARTICIPATING DEALER shall provide information about the TNGVGP to Grant Applicants using materials created by TCEQ.
  - 4.8.2. PARTICIPATING DEALER shall request and receive project documentation from Grant Applicants to the TNGVGP as required in the grant application forms and materials
  - 4.8.3. PARTICIPATING DEALER shall ensure that vehicles and engines for which it submits grant applications on behalf of Grant Applicants are on the current Natural Gas Vehicle List.
    - 4.8.3.1. PARTICIPATING DEALER understands that if it intends to sell, lease, or commercially finance the sale or lease of a natural gas vehicle or engine that it is not on the Natural Gas Vehicle List, it must provide TCEQ with information to confirm the eligibility of the vehicle or engine and work with the Original Equipment Manufacturer to submit the necessary eligibility forms to TCEQ.
  - 4.8.4. PARTICIPATING DEALER shall review project documentation and certify to TCEQ that a project meets the eligibility requirements of the TNGVGP grant solicitation.
    - 4.8.4.1. PARTICIPATING DEALER shall review ownership documentation for the original vehicle to confirm it has been owned, leased, or otherwise commercially financed and registered and operated by the Grant Applicant in Texas for at least the two years immediately preceding the submission of a grant application. Ownership and registration documentation should include the title and vehicle registration. PARTICIPATING DEALER shall follow the procedures included in the applicable grant solicitation documents for requests for waivers of the ownership and registration requirements.
    - 4.8.4.2. PARTICIPATING DEALER shall obtain or take photographs of the original vehicle and ensure that they depict:
      - 4.8.4.2.1. the original vehicle, including the tires, before and after destroying or rendering it permanently inoperable;
      - 4.8.4.2.2. the original engine, including the engine identification number, where possible, which must be clearly visible and readable; and
      - 4.8.4.2.3. the vehicle registration.
    - 4.8.4.3. PARTICIPATING DEALER shall ensure that all certification forms and other documentation materials required to be submitted to PARTICIPATING DEALER as part of the grant application process are completed and corrected by the Grant Applicant.
    - 4.8.4.4. PARTICIPATING DEALER shall ensure that the replacement or repower project will result in a reduction in emissions of nitrogen oxides of at least 25 percent as compared to the original vehicle or engine being replaced or repowered.
  - 4.8.5. PARTICIPATING DEALER shall arrange for the inspection of the original vehicle by a certified mechanic to confirm it is in operating condition and has at least two years of remaining useful life, as determined in accordance with criteria established by TCEQ.
  - 4.8.6. PARTICIPATING DEALER shall arrange for the disposition of the original vehicle or the original engine according to TNGVGP requirements.
    - 4.8.6.1. PARTICIPATING DEALER shall assist the Grant Applicant in verifying and submitting the required disposition certification form to TCEQ after destruction of the original vehicle or engine.
  - 4.8.7. PARTICIPATING DEALER shall assist Grant Applicants in submitting grant applications and required documentation to TCEQ. PARTICIPATING DEALER shall use the TERPonline grant application submission system required by TCEQ, including completing and certifying on forms to be

provided by TCEQ that all grant application forms and eligibility documentation has been reviewed and, to best of PARTICIPATING DEALER's knowledge, are true and correct.

4.8.8. PARTICIPATING DEALER shall act as the primary entity that sells, leases the grant equipment, performs the repower activities, or commercially finances these activities for a grantee. However in the case of a finance lease, the PARTICIPATING DEALER may be separate from the commercial finance entity.

4.8.9. PARTICIPATING DEALER shall be the entity that delivers the grant-funded vehicle or services.

4.8.10. PARTICIPATING DEALER agrees to and shall accept assignment of the payment of the grant reimbursement funds by the grantee, where assignment is authorized by TCEQ.

4.8.11. PARTICIPATING DEALER agrees to respond to any request for information by TCEQ within one business day.

4.8.12. PARTICIPATING DEALER agrees to allow TCEQ to inspect vehicles covered under this Agreement during normal business hours.

### ***Recordkeeping/Audit***

4.9. PARTICIPATING DEALER understands that acceptance of this Agreement acts as acceptance of the authority of the State Auditor's Office, TCEQ, or any successor agency, to conduct an audit or investigation in connection with Records and other documentation used to certify to TCEQ that a grant application is eligible for funding. PARTICIPATING DEALER further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all Records requested. PARTICIPATING DEALER shall ensure that this clause concerning the authority to audit and the requirement to cooperate is included in any subcontract it awards.

4.10. Documentation relevant to performance that is not required to be transferred to TCEQ under Article 4.11 shall be retained for three years past the termination of this Agreement. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such documentation has been started before the expiration of the retention period, such documentation must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

4.11. In performance of this Agreement, PARTICIPATING DEALER will be collecting Records from Grant Applicants, that will include the grant applications and all other documents collected from Grant Applicants in preparing the grant applications. Agreement requirements apply to all Records collected by PARTICIPATING DEALER, regardless of whether there had been a grant awarded. Records collected by PARTICIPATING DEALER are the property of TCEQ and shall be maintained and safeguarded by PARTICIPATING DEALER. Within ten (10) days of the submission of the disposition verification forms for the original vehicle(s) or original engine(s), or within ten (10) days of notification from TCEQ that a grant application is ineligible or otherwise not selected for funding, PARTICIPATING DEALER shall transfer the original copies of Records collected pursuant to this Agreement to TCEQ. PARTICIPATING DEALER may retain copies of the Records, but shall not retain any Records or copies of Records containing social security numbers (SSN's), vehicle identification numbers (VIN's), or any copies of government-issued identification cards without the express consent of the Grant Applicant.

4.12. PARTICIPATING DEALER shall maintain the Records at the records location designated in Section 1 of the Approved Participating Dealer Proposal Forms.

4.13. The Records are subject to the Public Information Act (PIA), Texas Government Code Chapter 552. As the Records may contain information protected from public release under the PIA, PARTICIPATING DEALER shall not release or otherwise make available the Records and information contained within the Records without prior express, written authorization of TCEQ. This prohibition does not apply to the release of Records or related information to a grant applicant requesting their own information.

4.14. PARTICIPATING DEALER shall not destroy, or otherwise dispose of, any of the Records without the prior express written authorization of TCEQ.

4.15. Upon notification by email to the Project Representative from TCEQ that a PIA request has been made for the Records, PARTICIPATING DEALER shall have five (5) business days to locate, copy, and transmit the documents to TCEQ. Such transmission shall be either by mail or delivery of hard copies of the documents.

4.16. PARTICIPATING DEALER shall have a filing system for Records that shall, at a minimum, keep the Records organized by the specific grant application to which they relate, keep Records from one grant application separated from Records collected for other grant applications, and be easily retrievable for quick forwarding to TCEQ.

4.17. PARTICIPATING DEALER must maintain the integrity and security of all Records collected under this Agreement. This shall include:

- Storage of Records in a locked filing cabinet or other similar secure location with controlled access.
- Take necessary steps to ensure that no one is allowed to mutilate, destroy, change, or take all or part of the Records.

### **Article 5. Responsibilities of TCEQ**

5.1. TCEQ shall maintain and make available to the public online a list of all qualified dealers and physical dealer locations. TCEQ will not be obligated to include a PARTICIPATING DEALER on this list or to accept grant applications submitted by a PARTICIPATING DEALER until at least one employee of PARTICIPATING DEALER has completed training established by TCEQ, either at a scheduled workshop, or individually as may be provided by TCEQ staff. The decision to include PARTICIPATING DEALER on the list of eligible dealers or to accept grant applications from PARTICIPATING DEALER prior to an employee of PARTICIPATING DEALER completing training by TCEQ will be at TCEQ's discretion.

5.2. TCEQ shall provide workshops and/or individualized training opportunities at TCEQ offices to allow PARTICIPATING DEALER to meet their training requirements.

5.3. TCEQ shall provide the Natural Gas Vehicle List, which includes vehicles and/or engines that may be eligible for funding under the TNGVGP, by posting online at <[www.terpgrants.org](http://www.terpgrants.org)> and by making the list available through other appropriate mechanisms.

5.4. TCEQ shall limit dealer participation in the TNGVGP to those Participating Dealers that have entered a TNGVGP Participating Dealer Agreement as set out in THSC, ' 394.009.

5.5. TCEQ will not supervise, direct or have control or authority over, nor be responsible for PARTICIPATING DEALER's means, methods, techniques, sequences, or procedures relating to the implementation project or the safety precautions and programs incident thereto, or for any failure of PARTICIPATING DEALER to comply with Laws and Regulations applicable to the furnishing or performance of the work. TCEQ will not be responsible for PARTICIPATING DEALER's failure to perform or furnish the work in accordance with the Agreement.

### **Article 6. Term and Termination**

6.1. This Agreement shall remain in full force and effect from the date of execution set forth below through August 31, 2017, and shall terminate automatically at the end of such period.

6.2. This Agreement may be renewed by mutual written agreement. PARTICIPATING DEALER shall give written notice of its intention to renew this Agreement for an additional two (2) year period to TCEQ, such notice to be given not more than ninety (90) days or less than thirty (30) days before the expiration of the initial term of this Agreement. This Agreement may be terminated by either party by giving thirty (30) days' written notice of termination.

6.3. If TCEQ at any time shall become dissatisfied with the performance of PARTICIPATING DEALER in accordance with the terms of this Agreement, TCEQ shall have the right to terminate this Agreement by giving thirty (30) days notice of termination to PARTICIPATING DEALER.

6.4. This Agreement may be terminated in whole or in part by TCEQ for cause, which may include without limitation a material failure to comply with the requirements of the Agreement. Unless advance notice of intent to

terminate will place funds of the state at increased risk, TCEQ will provide a minimum of ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and a reasonable opportunity for PARTICIPATING DEALER to correct such noncompliance prior to termination.

6.5. If PARTICIPATING DEALER shall default in the performance of any of the terms or conditions of this agreement, PARTICIPATING DEALER shall have ten (10) days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then TCEQ shall have the right without further notice to terminate this Agreement.

6.6. This Agreement may be terminated in whole or in part by TCEQ for its convenience. Circumstances in which this may occur include without limitation the Texas Legislature's withdrawal of the appropriation for this project or the depletion of the Texas Emissions Reduction Plan Fund, which results in the unavailability of funds to continue the TNGVGP. To the extent feasible, in the sole discretion of TCEQ, TCEQ will provide a minimum of ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

6.7. If after termination for PARTICIPATING DEALER's material failure to comply with the requirements of the Agreement, it is determined that PARTICIPATING DEALER had not so failed, the termination shall be deemed to have been effected for the convenience of TCEQ.

6.8. In accordance with this Agreement, PARTICIPATING DEALER does not have an expectation or entitlement of continued receipt of benefits under this Agreement. Therefore, PARTICIPATING DEALER waives any claim for damages arising from or resulting from TCEQ's termination of this Agreement for any reason.

#### **Article 7. Remedies**

7.1. Schedule of Remedies applies to this Agreement in the event of the substandard performance of PARTICIPATING DEALER or other material failure to conform to the requirements of the Agreement or applicable law:

7.1.1. Reject substandard performance and request corrections without charge to TCEQ;

7.1.2. Issue notice of substandard performance or other non-conforming act or omission;

7.1.3. Request and receive return of any overpayments or inappropriate Grantee payments attributable to the acts or omissions of PARTICIPATING DEALER;

7.1.4. Suspend all or part of the Agreement pending accepted revision of substandard performance or non-conformity;

7.1.5. Terminate the Agreement;

7.1.6. Terminate the Agreement and request and receive return of any overpayments or inappropriate Grantee payments attributable to the acts or omissions of PARTICIPATING DEALER.

7.2. TCEQ may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by PARTICIPATING DEALER's substandard performance or any material non-conformity with the Agreement or the law. The remedies and sanctions available to either party in this Agreement shall not limit the remedies available to the parties under law.

7.3. PARTICIPATING DEALER agrees that a material failure on the part of PARTICIPATING DEALER to conform to the requirements of the Agreement or applicable law may be used by TCEQ as a basis for denial of participation in future TNGVGP program activities.

#### **ARTICLE 8. STANDARDS FOR PARTICIPATING DEALER'S PERFORMANCE**

8.1. In accordance with Texas Government Code Chapter 2261, TCEQ is required to monitor PARTICIPATING DEALER's performance under this Agreement. PARTICIPATING DEALER agrees that the standards set forth below are appropriate standards for PARTICIPATING DEALER's performance during this Agreement.

8.1.1. **Quality and Accuracy.** Standard: PARTICIPATING DEALER's Agreement Activities conform to the requirements of this Agreement.

8.1.2. **Timeliness.** Standard: PARTICIPATING DEALER's Agreement Activities are completed on schedule.

8.1.3. **Reports and Administrative and Financial Operations.** Standard: PARTICIPATING DEALER's administrative and financial operations comply with all obligations in law and in this Agreement, including record-keeping and audits.

8.1.4. **Communication.** Standard: PARTICIPATING DEALER's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by TCEQ; and including PARTICIPATING DEALER's demonstrated relationship with subcontractors.

8.1.5. **Other.** Standard: Other factors unique to the type of project, as determined by TCEQ.

8.2. TCEQ will monitor PARTICIPATING DEALER's performance and evaluate the level of compliance with the standards utilizing the performance measures set forth below.

8.2.1. **Exceeds Expectations.** PARTICIPATING DEALER fully complied with all the standards on a consistent basis.

8.2.2. **Satisfactory Performance.** PARTICIPATING DEALER's performance complied with all of the standards, with only typical errors, delays, or other problems that needed to be corrected.

8.2.3. **Marginal Performance.** PARTICIPATING DEALER's performance was acceptable, although a significant number of deficiencies had to be corrected before the Agreement requirements could be considered met.

8.2.4. **Unsatisfactory Performance.** PARTICIPATING DEALER's performance was not acceptable, even after attempts to correct deficiencies.

### ***Contractor Evaluation***

8.3. TCEQ will prepare a written evaluation of the performance of PARTICIPATING DEALER upon completion of the Agreement Life, or more frequently, as deemed necessary by TCEQ. A copy of the evaluation will be provided to PARTICIPATING DEALER and a copy retained in TCEQ's files. The content of the evaluation shall be wholly within the sole discretion of TCEQ. PARTICIPATING DEALER may provide a written statement which explains or disagrees with the evaluation, which will be incorporated into the evaluation. PARTICIPATING DEALER waives any claim for damages against TCEQ for the evaluation.

8.4. The performance rating on the contractor evaluations will be considered by TCEQ in evaluating an application from PARTICIPATING DEALER for any future agreements. PARTICIPATING DEALER understands that a rating of marginal or unsatisfactory performance may have a negative impact on decisions regarding agreement awards.

## Article 9. Miscellaneous Provisions

### *Computation of Times*

9.1. When any period of time is referred to in the Agreement by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a federal holiday, such day will be omitted from the computation.

9.2. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

### *Notice of Claim*

9.3. Should TCEQ or PARTICIPATING DEALER suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose or sovereign immunity.

9.4. TCEQ and PARTICIPATING DEALER each binds itself, its successors, assigns and agents to the other party hereto, successors, assigns and representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents.

9.5. It is expressly agreed and stipulated that this Agreement shall be deemed to have been made and to be performable in the State of Texas. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Texas.

9.6. PARTICIPATING DEALER acknowledges and agrees that this Agreement has been executed, and will be administered in Travis County, Texas. PARTICIPATING DEALER also acknowledges and agrees that any permissible cause of action involving this Agreement will arise solely in Travis County. If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one such county is Travis County, PARTICIPATING DEALER hereby agrees to venue in Travis County. This provision does not waive TCEQ's sovereign immunity.

9.7. Sovereign Immunity. The parties hereby agree that this Agreement does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. The parties further agree that all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.

9.8. If any section of this agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, and all other sections shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other sections of this agreement without including any such part, parts, or portions that may, for any reason, be hereafter declared invalid.

9.9. Unless authorized in writing by TCEQ in accordance with this Agreement, no waiver of any obligation of PARTICIPATING DEALER shall bind TCEQ. Any such authorized waiver shall not constitute a continuing waiver of the obligation.

9.10. **To the extent permitted by law, PARTICIPATING DEALER agrees to indemnify and hold harmless the State of Texas and TCEQ, including its employees and officers, against and from any and all liability, loss, or damage arising out of actions of PARTICIPATING DEALER, its subcontractors, agents, officers and directors, principals and employees in the performance of this Agreement.**

This paragraph is not intended and shall not be construed to require PARTICIPATING DEALER to indemnify or hold harmless the State or TCEQ for any claims or liabilities resulting from the negligent acts or omissions of TCEQ or its employees.

9.11. The parties to this Agreement expressly agree that time is of the essence of this Agreement.

9.12. The terms include, included, including, includes when used in this Agreement shall mean “includes but not limited to”.

9.13. Assignment. This Agreement is not transferable or otherwise assignable by PARTICIPATING DEALER without the written consent of TCEQ and any attempted transfer without such consent is void.

9.14. Bankruptcy. PARTICIPATING DEALER must notify TCEQ in writing within 30 days before filing for bankruptcy.

9.15. Amending and Supplementing Agreement Documents. The Agreement Documents may be amended to provide for additions, deletions, and revisions in the Agreement Activities or to modify the Terms and Conditions thereof in the following way: a formal Written Amendment.

## **Article 10. Authorized Representatives**

### ***TCEQ Project Representative***

10.1. The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of TCEQ. All communications must be addressed to the TCEQ Project Representative or his or her designee.

#### **Mailing Address:**

Mr. Joe Walton MC-204  
TNGVGP Program  
Texas Commission on Environmental Quality  
Air Quality Division  
P.O. Box 13087  
Austin, TX 78711-3087

Telephone No.: (512) 239-4143

Facsimile No.: (512) 239-4410

#### **Physical Address:**

Mr. Joe Walton MC-204  
TNGVGP Program  
Texas Commission on Environmental Quality  
Air Quality Division  
12100 Park 35 Circle, Bldg. F  
Austin, TX 78753

### ***Participating Dealer Project Representative***

10.2. The individual named in Section 1 of the Participating Dealer Proposal Forms is the Participating Dealer Project Representative, who is authorized to give and receive communications and directions on behalf of PARTICIPATING DEALER. All communications, original Agreements and related documents, and written correspondence to PARTICIPATING DEALER will be addressed and delivered to the Participating Dealer Project Representative or his or her designee.

### ***Designated Location for Records Access and Review***

10.3. PARTICIPATING DEALER designates the physical location identified in Section 1 of the Participating Dealer Proposal Forms for record access and review pursuant to any applicable provision of this Agreement.