

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**  
**GOVERNMENT ALTERNATIVE FUEL FLEET PROGRAM (GAFF) CONTRACT**  
**CONTRACT SIGNATURE PAGE**

Contract Name	GOVERNMENT ALTERNATIVE FUEL FLEET PROGRAM (GAFF)
Contract Number	
PERFORMING PARTY Name	
PERFORMING PARTY I.D. Number	
Total Grant Amount Not to Exceed	

Contract Effective Date	Request for Reimbursement Deadline	Contract Expiration Date
The Effective Date of this Contract is the date of last signature	April 30, 2027	August 31, 2030

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and the named PERFORMING PARTY enter this Contract for the purpose of providing financial assistance for emissions reduction projects as authorized by Texas Health and Safety Code, Chapter 395.

The Parties agree: (a) to be effective, the Contract must be signed by an Authorized Official of TCEQ and the PERFORMING PARTY; (b) the PERFORMING PARTY will conduct the Grant Activities and Administrative Requirements in accordance with the Contract; and (c) TCEQ will reimburse authorized allowable costs in accordance with the Texas Grant Management Standards and the Contract.

Authorized Official	Texas Commission on Environmental Quality (TCEQ)	Legal Name (PERFORMING PARTY)
Printed Name:		
Title:		
By (Authorized Signature):		
Date of Signature:		

Este es el contrato de subvención entre usted y la Comisión de Calidad Ambiental de Texas (TCEQ por sus siglas en inglés). Al firmar este documento, usted está aceptando los términos y condiciones legalmente vinculantes. Comuníquese al 800-919-TERP (8377) para obtener ayuda con la interpretación de este contrato.

## CONTRACT DOCUMENTS LIST

### Article 1. Contract Documents

- 1.1 This Contract between TCEQ and Performing Party consists of the Contract documents listed on this page and any Contract documents added through amendments. In the event of a conflict of terms, conditions, or requirements, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. The Contract Documents, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.
  - 1.1.1 Contract Signature Page
  - 1.1.2 Special Terms and Conditions
  - 1.1.3 Scope of Work
  - 1.1.4 General Terms and Conditions for GAFF
  - 1.1.5 GAFF Request for Grant Applications (RFGA), and any addenda, incorporated herein by reference
  - 1.1.6 The PERFORMING PARTY's Application, incorporated herein by reference
  - 1.1.7 Authorized Representatives
  - 1.1.8 Contract Documents List (this page)
- 1.2 There are no Contract Documents other than those listed above in this Article. The Contract Documents may be amended, modified, or supplemented only as provided in the General Terms and Conditions at the sole discretion of TCEQ.

## SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflict, supersede and take precedence, as set forth in the Contract Documents List.

### Article 1. Advance Payment Option

- 1.1 Upon written request of the PERFORMING PARTY, TCEQ will advance to the PERFORMING PARTY an amount up to the Total Grant Amount Not to Exceed as identified on the Contract Signature Page. This advance payment is for work to be performed in accordance with the Scope of Work.
- An advance payment request may be submitted after the Contract Effective Date, but no later than April 1, 2027.
- 1.2 An advance payment request must be requested in writing, and may be submitted by electronic mail to [TERP-Fiscal@tceq.texas.gov](mailto:TERP-Fiscal@tceq.texas.gov) or by mail to one of the addresses below:

**Regular Mail:**

Texas Commission on Environmental Quality  
Air Grants Division, MC-204 (GAFF)  
PO Box 13087  
Austin, TX 78711

**Express Mail:**

Texas Commission on Environmental Quality  
Air Grants Division, MC-204 (GAFF)  
12100 Park 35 Circle  
Austin, TX 78753

- 1.3 **Proof of Purchase.** The PERFORMING PARTY must submit documentation showing that eligible costs were paid, and showing the balance used or remaining from the advanced payment. The PERFORMING PARTY must complete and return the Proof of Purchase form found at [www.terpgrants.org](http://www.terpgrants.org) no later than April 30, 2027.
- 1.4 **Eligible Costs.** TCEQ will review the Proof of Purchase form to ensure that the expenses are fully documented and were eligible for the use of grant funds in accordance with all contractual requirements. Costs are considered eligible when TCEQ determines that the costs were as described in the Scope of Work and are reasonable, necessary, actual, and allowable based on the Grant Vehicle and Equipment described therein.
- 1.4.1 **Required Documentation of Costs.** The Proof of Purchase form must contain sufficient information concerning the costs paid by the PERFORMING PARTY or obligated to it under a financing agreement. TCEQ must be able to determine the eligibility of a particular cost based on the provided documentation. Documentation must show that costs were paid; that the grant equipment has been received and accepted by the PERFORMING PARTY; and that the equipment and any refueling infrastructure, equipment, or services ("Refueling Equipment") are fully operational.
- 1.4.1.1 The source documentation for a cost shall:
- 1.4.1.1.1 be legible;
  - 1.4.1.1.2 identify the specific piece of equipment received or the services provided;
  - 1.4.1.1.3 clearly identify the vendor or subcontractor who provided the equipment or services;
  - 1.4.1.1.4 confirm the amount listed on the Proof of Purchase form; and
  - 1.4.1.1.5 provide proof of payment for all costs paid with advanced GAFF funding.
- 1.4.1.2 The documentation shall consist of an itemized and dated invoice that shows the amount billed to the PERFORMING PARTY, any "past due" amount from previous invoices, and explanation of services provided.

1.4.1.3 Canceled checks or bank confirmation of electronic funds transfers represent the preferred type of documentation for the purpose of this section; however, TCEQ, at its discretion, may accept other records or documents such as issued purchase orders and/or invoices marked "received/paid," or other evidence of payment. Documentation for payment may include:

- 1.4.1.3.1 canceled checks showing both front and back or bank confirmation of electronic funds transfers;
- 1.4.1.3.2 written purchase or lease agreements;
- 1.4.1.3.3 bills of sale or receipts for delivery; and
- 1.4.1.3.4 for deferred payment purchases, statements of account status showing the account is in good standing and the equipment is in possession of the PERFORMING PARTY.

1.4.1.4 TCEQ may request any other documentation necessary regarding a cost or payment in order to determine eligibility under GAFF.

1.5 **Conditional Advance.** Funds are advanced on the condition that the Scope of Work is performed in compliance with the Contract. The PERFORMING PARTY shall return payment to TCEQ for either funds unspent, or for expenses submitted that are determined to be ineligible based on the GAFF RFGA or non-compliant with the Contract. Advances are subject to TCEQ's Determination of Amounts pursuant to Article 2, Special Terms and Conditions.

1.6 **Return of Balance.** In accordance with Texas Grant Management Standards (TxGMS) regarding Closeout, any remaining advanced payment funds that have not been spent or approved to be spent by TCEQ as of the Expiration Date of the Contract must be promptly returned. No additional use or retention of these funds is authorized. The unspent or unapproved balance must be returned to TCEQ no later than ninety (90) days after the Contract Expiration Date.

## Article 2. Determination of Amounts.

2.1 The amounts of costs shown in the Scope of Work are maximum amounts of grant expenditures. These amounts are subject to TCEQ's review and approval of documentation regarding final, actual costs and the PERFORMING PARTY's implementation of the Scope of Work.

2.1.1 All vehicle amounts must match the pre-determined grant amounts as stated in the GAFF RFGA. If Refueling Equipment is part of the project as indicated in the Scope of Work, the Refueling Equipment grant amount may not exceed ten percent (10%) of the final, total vehicle grant amounts. TCEQ will adjust the Refueling Equipment grant amount to reflect any changes in classification, type, or quantity of vehicles purchased by the PERFORMING PARTY.

2.1.2 The PERFORMING PARTY must provide documented, allowable expenses showing the total cost of the grant activities. The PERFORMING PARTY must also disclose any additional financial incentives such as tax credits or deductions, other grants, or public financial assistance that was received by the PERFORMING PARTY and used toward the grant vehicle, equipment, or Refueling Equipment under this Contract. Regardless of the Total Grant Amount Not to Exceed on the Contract Signature Page or Project Grant Amount in the Scope of Work, grant funds under this Contract, when compared with final expenses incurred and when combined with any other funding source, may not exceed the total cost to the PERFORMING PARTY.

2.1.3 TCEQ may, in its discretion, request additional evidence concerning costs and may audit the records of the PERFORMING PARTY.

2.1.4 If the PERFORMING PARTY elected to advance funds and final, eligible costs are less than the Total Grant Amount Not to Exceed that was advanced, those excess funds will be returned pursuant to Special Term and Condition 1.6 Return of Balance. This does not limit or waive any other TCEQ remedy.

## Article 3. Disposition of Replaced Equipment

3.1 The PERFORMING PARTY agrees to dispose of the equipment shown in Article 4 of the Scope of Work by complete destruction or otherwise rendering the equipment permanently inoperable. Standard disposition requires making a 3-inch or larger hole in the engine block and cutting both frame rails or

other main structural components of the equipment, or by completely crushing the equipment, including the engine. The structural damage to the equipment must be such that repairs are not possible.

- 3.2 Equipment being replaced, including the engine, shall be destroyed with the disposition fully documented on TCEQ's disposition form (TCEQ Form 20447). The PERFORMING PARTY must submit photographs of the equipment being destroyed, both before and after the equipment is destroyed or rendered permanently inoperable. For on-road vehicles, the PERFORMING PARTY must submit a copy of a Texas Nonrepairable Vehicle Title issued by the Texas Department of Motor Vehicles. The Texas Nonrepairable Vehicle Title must be submitted as supporting documentation with the TCEQ disposition form. The disposition form and the required supporting documentation must be submitted within ninety (90) days of receiving verification from TCEQ that the Proof of Purchase documentation for the grant-funded equipment has been approved. TCEQ may grant an extension to this deadline without an amendment to this Contract.

#### **Article 4. Changes to the Scope of Work**

If the PERFORMING PARTY proposes changes to the activities in the Scope of Work that would have negatively impacted its scoring and ranking under the GAFF RFGA criteria, TCEQ may not accept those changes and may take any action under Article 12 or Article 13 of the General Terms and Conditions.

#### **Article 5. Dispute Resolution**

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under this Contract.

#### **Article 6. Terms Not Applicable**

The following General Terms and Conditions are not applicable to this contract.

- Section 6.6 Security Requirements
- Section 6.7 Cybersecurity Training
- Section 9.2 Quality Assurance
- Section 9.3 Laboratory Accreditation
- Article 10. Intellectual Property

## GENERAL TERMS AND CONDITIONS FOR GAFF

### ARTICLE 1. CONTRACT PERIOD

- 1.1 **Contract Period.** The Contract begins on the Contract Effective Date and ends on the Contract Expiration Date as identified on the Contract Signature Page unless the Contract is otherwise terminated or extended in accordance with its terms. The Contract may terminate earlier if the Activity Life for each Grant Activity is met prior to the Contract Expiration Date. TCEQ will notify the PERFORMING PARTY in writing when the Contract has terminated.
- 1.2 **Amendments.** This Contract may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
- 1.2.1 **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the PERFORMING PARTY and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
- 1.2.1.1 Changes in the total amount of funds under the Contract;
- 1.2.1.2 Changes to the Contract's Expiration Date;
- 1.2.1.3 Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
- 1.2.1.4 Changes that affect the material obligations of the PERFORMING PARTY in this Contract.
- 1.2.2 **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
- 1.2.3 **Minor Changes.** The TCEQ Project Representative has the authority, without a written amendment, to correct typographical errors, make written Contract interpretations, and make minor, non-material changes to the requirements in the Scope of Work, or as agreed to elsewhere in the Contract. The PERFORMING PARTY must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the PERFORMING PARTY and TCEQ.
- 1.2.3.1 **Minor, non-material changes include:**
- 1.2.3.1.1 Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract, and
- 1.2.3.1.2 Changes to the individual tasks/activities in the Scope of Work that do not substantially change the obligations of the parties relative to those tasks/activities.
- 1.2.4 It is the PERFORMING PARTY's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.
- 1.3 **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to ninety (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.

### ARTICLE 2. FUNDS

- 2.1 **Availability of Funds.** This Contract shall not be construed as creating a debt on behalf of TCEQ in violation of Article III, Section 49a of the Texas Constitution. All claims, suits, or obligations arising under or related to this Contract are subject to the availability of grant funds which are actually received and deposited into the Texas Emissions Reduction Plan Fund for the purposes of this Contract.
- 2.2 **Total Grant Amount Not to Exceed.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Total Grant Amount Not to Exceed, as amended.
- 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 not obligated to extend deadlines to match the maximum period of the funding.

- 2.4 **Grants.** If this Contract was entered under TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **Amount Limit on Funds.** The Total Grant Amount Not to Exceed on the Contract Signature Page is the maximum amount TCEQ will reimburse the PERFORMING PARTY for the costs of the eligible Grant Activities. Eligibility for reimbursement is subject to eligible, documented costs as determined by TCEQ. There is no guaranteed minimum amount of reimbursement.
- 2.6 **Abortion Funding Limitation.** The PERFORMING PARTY represents and warrants that payments made by TCEQ to the PERFORMING PARTY and the PERFORMING PARTY's receipt of state funds under the Contract are not prohibited by Texas Government Code Chapter 2273 *Prohibited Transactions*.
- 2.7 **Excluded Parties.** The PERFORMING PARTY represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control. The PERFORMING PARTY will notify TCEQ if it can no longer make this representation.
- 2.8 **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, the PERFORMING PARTY certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

### ARTICLE 3. ALLOWABLE COSTS

In order to be allowable, costs must be directly related to implementing the Scope of Work and must satisfy the requirements of this Contract, the TxGMS, state agency rules, and all applicable state and federal laws.

### ARTICLE 4. REIMBURSEMENT

- 4.1 **Reimbursement Requests.** The PERFORMING PARTY shall submit a Request for Reimbursement to TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. PERFORMING PARTY shall conform to all reimbursement requirements specified by TCEQ. The Request for Reimbursement is available at <https://www.tceq.texas.gov/airquality/terp>.
- 4.1.1 The PERFORMING PARTY will meet the standards for documentation as stated in Special Terms and Condition 1.4.1 Required Documentation of Costs.
- 4.2 **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. The 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.
- 4.3 **No Interest for Delayed Payment.** Since the PERFORMING PARTY is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.4 **Release of Claims.** As a condition to final payment or settlement, or both, the PERFORMING PARTY shall execute and deliver to TCEQ a release of all claims against TCEQ for payment under this Contract.
- 4.5 **State Agencies/Institutions of Higher Education.** If the PERFORMING PARTY 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. For payments that 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.

### ARTICLE 5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1 **Audit of Funds.** The PERFORMING PARTY understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The PERFORMING PARTY further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. The 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.** The 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, the PERFORMING PARTY shall submit records in support of reimbursement requests. The 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 the Contract Expiration Date.

#### ARTICLE 6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **PERFORMING PARTY's Responsibilities for the Scope of Work.** The PERFORMING PARTY undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent or employee. The PERFORMING PARTY agrees that the Scope of Work is performed at PERFORMING PARTY's sole risk as to the means, methods, design, processes, procedures, and performance.
- 6.2 **Identification and Flow Down Requirements.** Any subaward from this Contract by the PERFORMING PARTY to a subgrantee must be clearly identified as a subaward. The PERFORMING PARTY must flow down applicable Contract requirements to subgrantees and subcontractors.
- 6.3 **Independent Contractor.** The parties agree that the PERFORMING PARTY is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between the PERFORMING PARTY and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the PERFORMING PARTY.
- 6.4 **PERFORMING PARTY's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with PERFORMING PARTY shall be considered to be the acts and omissions of the PERFORMING PARTY.
- 6.5 **No Third-Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the PERFORMING PARTY's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the PERFORMING PARTY.
- 6.6 **Security Requirements.** If the PERFORMING PARTY accesses, transmits, uses, or stores TCEQ data:
- 6.6.1 the PERFORMING PARTY shall meet the security controls specified by TCEQ; and
  - 6.6.2 the PERFORMING PARTY must annually provide TCEQ documentation demonstrating that it meets all the specified TCEQ security requirements.
- 6.7 **Cybersecurity Training.** The PERFORMING PARTY shall ensure that any PERFORMING PARTY representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, during the term of the Contract and each renewal.
- 6.7.1 "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system or TCEQ database.
  - 6.7.2 Within seven (7) days after the execution of the Contract and any renewals, the PERFORMING PARTY shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the training requirements. For applicable umbrella contracts, the PERFORMING PARTY shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that requires Access to a TCEQ Computer System or Database.
  - 6.7.3 If a PERFORMING PARTY representative has previously completed a DIR-certified cybersecurity training during the term of the Contract or renewal, the PERFORMING PARTY shall provide evidence that the PERFORMING PARTY representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract, or as applicable, the issuance of Notice to Proceed/Commence for any Work Order/Proposal for Grant Activities that require Access to a TCEQ Computer System or Database.



- 6.7.4 For the term of the Contract and each renewal, all PERFORMING PARTY representatives subject to the training requirement must complete DIR- certified training within seven (7) calendar days after TCEQ provides access to the training, unless the PERFORMING PARTY provides evidence to TCEQ that the PERFORMING PARTY representative previously completed the required training. PERFORMING PARTY shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
- 6.7.5 The PERFORMING PARTY shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.7.6 TCEQ may terminate the Contract for Cause if the PERFORMING PARTY fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.7.7 TCEQ may terminate the Contract for Cause if a PERFORMING PARTY's representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

#### ARTICLE 7. TIME AND FORCE MAJEURE

- 7.1 **Time is of the Essence.** The PERFORMING PARTY's timely performance is a material term of this Contract.
- 7.2 **Delays.** Where the PERFORMING PARTY's performance is delayed, except by Force Majeure or act of TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).
- 7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

#### ARTICLE 8. CONFLICT OF INTEREST

- 8.1 The PERFORMING PARTY shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by the PERFORMING PARTY or any related entity or individual, the PERFORMING PARTY shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
  - 8.1.1 Any consulting fees or other compensation paid to employees, officers, agents of the PERFORMING PARTY, or members of their immediate families, or paid by subcontractor or subrecipients; or
  - 8.1.2 Any organizational conflicts of interest between the PERFORMING PARTY and its subcontractors or subrecipients under a subaward.
- 8.2 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.

#### ARTICLE 9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of TCEQ. All materials and equipment 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, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to the PERFORMING PARTY's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, the PERFORMING PARTY's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

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

#### ARTICLE 10. INTELLECTUAL PROPERTY

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

#### ARTICLE 11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the PERFORMING PARTY and its contractors must obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the PERFORMING PARTY and TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance, and Property Insurance. Before any PERFORMING PARTY contractor performs any work at a TCEQ facility, PERFORMING PARTY shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.
- 11.2 **Indemnification.** TO THE EXTENT PERMITTED BY LAW, PERFORMING PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCEQ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE PERFORMING PARTY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE PERFORMING PARTY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND THE PERFORMING PARTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE PERFORMING PARTY AND TCEQ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

## ARTICLE 12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the PERFORMING PARTY, terminate this Contract for cause if the PERFORMING PARTY materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** 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. The PERFORMING PARTY may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. The 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.

## ARTICLE 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 the PERFORMING PARTY from liability under this Contract.
- 13.2 Schedule of Remedies available to TCEQ. In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of PERFORMING PARTY's nonconformance, TCEQ may do one or more of the following:
- 13.2.1 Issue notice of nonconforming performance;
  - 13.2.2 Reject nonconforming performance and request corrections without charge to TCEQ;
  - 13.2.3 Reject a reimbursement request or suspend further payments, or both, pending accepted revisions of the nonconformity;
  - 13.2.4 Suspend all or part of the Contract Activities or payments or both, pending accepted revision of the nonconformity;
  - 13.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
  - 13.2.6 Terminate the Contract without further obligation for pending or further payment by TCEQ and receive restitution of previous payments.
- 13.3 **Opportunity to Cure.** The PERFORMING PARTY will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.
- 13.4 **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

## ARTICLE 14. SOVEREIGN IMMUNITY

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

## ARTICLE 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.

## ARTICLE 16. UNIFORM ASSURANCES

- 16.1 **Uniform Assurances.** The PERFORMING PARTY assures compliance with the following uniform assurances from TxGMS, as applicable to the Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
- 16.1.1 The PERFORMING PARTY represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- 16.1.2 The PERFORMING PARTY certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 16.1.3 The PERFORMING PARTY agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 16.1.4 The PERFORMING PARTY represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- 16.1.5 The PERFORMING PARTY acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
- 16.1.5.1 Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- 16.1.5.2 Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- 16.1.5.3 Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.6 The PERFORMING PARTY represents and warrants that TCEQ's payments to the PERFORMING PARTY and the PERFORMING PARTY's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code, Section 556.0055 which restricts lobbying expenditures.
- 16.1.7 The PERFORMING PARTY represents and warrants that in the administration of the Contract, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the Contract, the PERFORMING PARTY shall promptly notify TCEQ.
- 16.1.8 The PERFORMING PARTY represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.9 The PERFORMING PARTY certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If PERFORMING PARTY is currently being sued under the provisions of Local Government Code §364.003 or is sued under this section at any point during the duration of this Contract, the PERFORMING PARTY must immediately disclose the lawsuit and its current posture to TCEQ.
- 16.1.10 The PERFORMING PARTY represents and warrants that it will comply with Texas Government Code, Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- 16.1.11 If the PERFORMING PARTY is subject to Texas Government Code Chapter 2, Subchapter C, then it certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas

Government Code §2.102(a) in an action brought by the Attorney General under Texas Government Code §2.104. If PERFORMING PARTY is currently being sued under Texas Government Code §2.104 or is sued under this section at any point during the duration of this grant, the PERFORMING PARTY agrees to immediately disclose the lawsuit and its posture to TCEQ.

## ARTICLE 17. CONTRACT INTERPRETATION

- 17.1 **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.
- 17.2 **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 provisions of this Contract.
- 17.3 **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, email, or other commercially accepted means.
- 17.4 **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.
- 17.5 **State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 17.6 **Severability.** If any provisions of this Contract are 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.
- 17.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by the PERFORMING PARTY will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the PERFORMING PARTY from any duty or responsibility under the Contract.
- 17.8 **Venue.** The PERFORMING PARTY agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The PERFORMING PARTY agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 17.9 **Publication.** The PERFORMING PARTY agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. The PERFORMING PARTY agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 17.10 **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.
- 17.11 **Compliance with Laws.** TCEQ relies on the PERFORMING PARTY to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 17.12 **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.
- 17.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

**SCOPE OF WORK  
for  
Governmental Alternative Fuel Fleet Program (GAFF)**

The following Scope of Work contains information on the grant activities to be conducted and the expenses that will be reimbursed under this Contract. The information and data provided in the original Application submitted by the PERFORMING PARTY may have been altered after submittal to TCEQ to ensure that the information in the Contract is accurate. The PERFORMING PARTY has reviewed the Scope of Work and, by signing this Contract, ratifies, adopts, and agrees to all such alterations.

**ARTICLE 1. ACTIVITY NUMBER**

1.1 The Project under this Contract is assigned the following project number and description.

Activity Number	Description

**ARTICLE 2. ACTIVITY LIFE**

2.1 The PERFORMING PARTY will operate and maintain the Grant Vehicle(s) and any Refueling Equipment shown below in Article 5, for a minimum of three years after the TCEQ approves the Proof of Purchase form and documentation if funds are advanced, or the Request for Reimbursement. If the PERFORMING PARTY is leasing the Grant Vehicle(s) and/or Refueling Equipment, each such lease must have a term of at least three years.

**ARTICLE 3. PRIMARY AREA OF USE**

3.1 The designated primary areas of use and percentage of annual use for the Grant Vehicle(s) and any Refueling Equipment are listed below.

Activity Number	Austin Area	BPA Area	CC Area	DFW Area	El Paso Area	HGB Area	SA Area (Bexar)	SA Area (Other)	TL Area	Other Area

3.2 Regardless of the usage percentages stated above for the project, the Grant Vehicle(s) and Refueling Equipment must be operated at least 51% of the time each year in the designated areas. The PERFORMING PARTY is responsible for tracking usage and must make it available to TCEQ upon request.

3.3 The eligible counties identified in Section 3.1 of this Article are listed below.

Austin Area: Bastrop, Caldwell, Hays, Travis, and Williamson Counties

3.1.1 Beaumont-Port Arthur (BPA) Area: Hardin, Jefferson, and Orange Counties

3.1.2 Corpus Christi (CC) Area: Nueces and San Patricio Counties

3.1.3 Dallas-Fort Worth (DFW) Area: Collin, Dallas, Denton, Ellis, Henderson, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties

3.1.4 El Paso Area: El Paso County

3.1.5 Houston-Galveston-Brazoria (HGB) Area: Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller Counties

3.1.6 San Antonio (SA) Area (Bexar): Bexar

3.1.7 San Antonio (SA) Area (Other): Comal, Guadalupe, and Wilson Counties

3.1.8 Tyler Longview (TL) Area: Gregg, Harrison, Rusk, Smith, and Upshur Counties

3.1.9 Other Areas: Anderson, Freestone, Howard, Hutchinson, Navarro, Panola, and Titus Counties

**ARTICLE 4. EQUIPMENT BEING REPLACED**

4.1 The PERFORMING PARTY will replace and dispose of the following vehicle(s). Disposition requires complete destruction, rendering the vehicle permanently inoperable, in accordance with the Special Terms and Conditions. If this table is empty, the PERFORMING PARTY is not replacing any vehicle(s):

Activity Number	Vehicle Description	Fuel Type

- 4.2 Any vehicle(s) replaced must be disposed of 90 days after receiving approval of the PERFORMING PARTY’s Proof of Purchase or Request for Reimbursement.
- 4.3 The PERFORMING PARTY shall submit the required information on the TCEQ disposition forms to verify the final disposition of the equipment replaced under this Contract. The PERFORMING PARTY must submit a copy of a Texas Nonrepairable Vehicle Title issued by the Texas Department of Motor Vehicles (TxDMV) for the vehicle(s) replaced under this Contract. The Texas Nonrepairable Vehicle Title must be submitted at the same time that the required disposition documentation is submitted to TCEQ. The PERFORMING PARTY must submit final disposition information forms within 30 days after completion of the disposition.

**ARTICLE 5. GRANT VEHICLE AND EQUIPMENT**

5.1 The PERFORMING PARTY will acquire or lease the Grant Vehicle and Refueling Equipment listed below no later than April 30, 2027.

Activity Number	Vehicle and Equipment Description	Fuel Type

- 5.2 The PERFORMING PARTY may only purchase a Grant Vehicle that meets the following requirements.
  - 5.2.1 The PERFORMING PARTY may purchase or lease a new motor vehicle that is originally manufactured to operate using one or more alternative fuels or is converted to operate using one or more alternative fuels, as defined in Section 395.001 of the Texas Health & Safety Code, before the first retail sale of the vehicle, and that:
    - 5.2.1.1 has a dedicated system, dual-fuel system, or bi-fuel system; and
    - 5.2.1.2 if the motor vehicle is a fully electric motor vehicle or plug-in hybrid motor vehicle, has a United States Environmental Protection Agency (EPA) rating of at least 75 miles per gallon equivalent or a 75-mile combined city and highway range.
  - 5.2.2 The vehicle and engine must be new, and not subject to a prior first sale.
  - 5.2.3 If a vehicle and/or engine must be converted to operate on one or more alternative fuels, the conversion process must take place as part of the original sale or lease of the vehicle.
  - 5.2.4 The vehicle may not have been purchased prior to September 1, 2024. The vehicle may have been ordered, with no expenses yet paid to finalize the purchase prior to this date.
  - 5.2.5 The vehicle and/or engine must be legally imported, if applicable, and certified by the EPA to the current federal emissions standards or a lower family emissions limit (FEI).
  - 5.2.6 When grantees replace vehicles, the replacement vehicles must produce fewer emissions than the vehicle that is being replaced.
- 5.3 The PERFORMING PARTY may only purchase refueling infrastructure, equipment, or services as shown in the table above, and only in conjunction with the purchase of a Grant Vehicle.

**ARTICLE 6. ACTIVITY GRANT AMOUNT**

6.1 The maximum Project Grant Amount that may be expended for the Grant Vehicle(s) and Refueling Equipment is listed below. If Refueling Equipment is part of this Contract, the Refueling Equipment grant amount may not exceed ten percent (10%) of the final, total vehicle grant amounts. TCEQ will

adjust the Refueling Equipment grant amount to reflect any changes in classification, type, or quantity of vehicles purchased by the PERFORMING PARTY

Activity Number	Activity Grant Amount
	\$

**ARTICLE 7. SCHEDULE SUMMARY**

Request advance payment (if applicable)	Between Contract Effective Date and April 1, 2027
Purchase and possess grant-funded vehicles, purchase, install, and operate Refueling Equipment, or enter into a lease for Refueling Equipment	April 30, 2027
Submit Proof of Purchase or Request for Reimbursement (RFR) documentation to TCEQ	April 30, 2027
Receive Proof of Purchase or RFR approval from TCEQ	
Complete disposition of vehicles being replaced (if applicable)	90 days after Proof of Purchase or RFR approval
Provide disposition documentation to TCEQ (if applicable)	30 days after disposition is complete
Use and operation of Grant Vehicles and Refueling Equipment within Designated Area(s)	For 3 years after Proof of Purchase or RFR is approved by TCEQ

— End of Scope of Work —



## AUTHORIZED REPRESENTATIVES

### *TCEQ Project Representative*

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 including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

**Mailing Address:**

Ms. Jody Ibarguen  
Texas Commission on Environmental Quality  
Air Grants Division, MC-204  
PO Box 13087  
Austin, TX 78711-3087

**Physical Address:**

Ms. Jody Ibarguen  
Texas Commission on Environmental Quality  
Air Grants Division, MC-204  
12100 Park 35 Cir Bldg F  
Austin, TX 78753

Telephone No.: 800-919-TERP (8377)

Email Address: TERP@tceq.texas.gov

### **PERFORMING PARTY's Authorized Official**

The individual authorized to sign legal documents on behalf of the PERFORMING PARTY.

**Address:**

«FullNameAO»  
«Legal\_Name»  
«Mailingaddress1ao» «Mailingaddress2ao»  
«Mailingcityao», «MAILINGSTATEAO» «MAILINGZIPAO»  
Telephone No.: «PRIMARYPHONENUMAO» «PRIPHONEEXTAO»

### **PERFORMING PARTY's Project Representative**

The individual named in the original Application is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

**Address:**

«FULLNAMEDR»  
«Legal\_Name»  
«Mailingaddress1dr» «Mailingaddress2dr»  
«Mailingcitydr», «MAILINGSTATEDR» «MAILINGZIPDR»

Telephone No.: «PRIMARYPHONENUMDR» «PRIPHONEEXTDR»

The PERFORMING PARTY agrees to make arrangements necessary to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available at all times for consultation with TCEQ. Written notice of any such delegation will be provided to TCEQ.

Either party may change its information in this Authorized Representatives document by providing notice to the other party's representative for contractual matters.

— End of Project Representatives —