

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b> 09/30/2011
		<b>PRG</b>	<b>DOC ID</b>	<b>AMEND#</b>	
		<b>XP - 96639701 - 1</b>			<b>MAILING DATE</b> 09/30/2011
		<b>TYPE OF ACTION</b> No Cost Amendment			
<b>PAYMENT METHOD:</b> ASAP			<b>ACH#</b> 66904		
<b>RECIPIENT TYPE:</b> County		<b>Send Payment Request to:</b> Las Vegas Finance Center			
<b>RECIPIENT:</b>		<b>PAYEE:</b>			
Fort Bend County 301 Jackson Street Richmond, TX 77469 EIN: 74-6001969		Fort Bend County 301 Jackson Street Richmond, TX 77469			
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>	
David C. Dybala, Jr., PE . 301 Jackson Street Richmond, TX 77469 E-Mail: David.Dybala@jacobs.com Phone: 281.983.2344		Nasim Jahan 1445 Ross Avenue, Suite 1200, 6WQ-AP Dallas, TX 75202-2733 E-Mail: nasim.jahan@epa.gov Phone: 214-665-7522		Jeraldine Englerth Grant Programs Section, 6MD-CG E-Mail: Englerth.Jeraldine@epamail.epa.gov Phone: 214-665-7402	
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b>					
Water Dist. System: Serve Ft. Bend Co. Freshwater Supply Dist. 1, City of Arcola Recipient Information; Time Extension (Amendment); The requested extension is necessary due to additional time required to complete environmental review document and to acquire a easement from a property owner necessary to move forward with the project, with which is experienced significant delays..					
<b>BUDGET PERIOD</b> 10/01/2006 - 08/31/2013		<b>PROJECT PERIOD</b> 10/01/2006 - 08/31/2013		<b>TOTAL BUDGET PERIOD COST</b> \$3,475,455.00	
				<b>TOTAL PROJECT PERIOD COST</b> \$3,475,455.00	
<b>NOTICE OF AWARD</b>					
Based on your application dated 08/01/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$. EPA agrees to cost-share 55.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,911,500. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>			<b>ORGANIZATION / ADDRESS</b>		
Grant Programs Section, 6MD-CG 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733			U.S. EPA, Region 6 Water Quality Protection Division (6WQ) 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>SIGNATURE OF AWARD OFFICIAL</b> Digital signature applied by EPA Award Official		<b>TYPED NAME AND TITLE</b> Jerri Englerth, Grants Specialist		<b>DATE</b> 09/30/2011	
<b>AFFIRMATION OF AWARD</b>					
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>					
<b>SIGNATURE</b> 		<b>TYPED NAME AND TITLE</b> The Honorable Robert E. Hebert Ph.D., Fort Bend County Judge		<b>DATE</b> 10-6-2011	



<b>Approved Budget</b>	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$0
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$240,000
5. Other Architectural Engineering Fees	\$120,000
6. Project Inspection Fees	\$120,000
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$2,995,455
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$3,475,455
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$3,475,455
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip 45.00% Fed 55.00%)	\$3,475,455
<b>20. TOTAL APPROVED ASSISTANCE AMOUNT</b>	<b>\$1,911,500</b>

## **Administrative Conditions**

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE BASIC ASSISTANCE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

**The following are updated/or added new conditions:**

1. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

### **2. I. Central Contractor Registration and Universal Identifier Requirements.**

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone

(currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform> ).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

3. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System.** For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

4. I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity .*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity* . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient* .

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions* . For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the

recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**(Previous goals in initial award erroneously provided Texas Commission on Environmental Quality goals, the following are current negotiated goals of the Texas Water Development Board)**

8. In accordance with the FY2009 Fair Share negotiations concluded between the Environmental Protection Agency and the Texas Water Development Board, the MBE/WBE goals are revised to:

MBE: Construction 34.84%; Supplies 9.67%; Services 16.05%; Equipment 7.22%

WBE: Construction 6.72%; Supplies 5.20%; Services 21.31%; Equipment 4.14%

All other MBE/WBE requirements are unchanged.

### **Programmatic Conditions**

All Programmatic Conditions Remain the Same

