

AMENDMENT NUMBER 3

The Texas Commission on Environmental Quality (TCEQ) and the City of Fort Worth (City) agree to amend Contract No. 582-15-50040 to revise the Scope of Work, extend the term of the contract to August 31, 2017 by exercising the second of three, one-year, renewals and increase the total compensation possible under the contract to include funding for fiscal year (FY) 2017. The City will continue to operate and maintain two continuous air monitoring stations (CAMS 0310 and CAMS 0061) in Fort Worth and Arlington, Texas.

1. TCEQ and the City agree that the total compensation possible under this contract is increased as follows:

The Original Contract Amount (FY15)	\$ 36,101.67
Contract Amendment No. 1 (FY16)	\$ 36,101.67
Contract Amendment No. 2 (FY15)	\$ 0.00
<u>Contract Amendment No. 3 (FY17)</u>	<u>\$ 36,101.67</u>
The Total Contract Amount	\$ 108,305.01

2. The Maximum Amount of the Contract is increased to \$108,305.01.
3. The revised Scope of Work is incorporated here as **Attachment A**.
4. TCEQ has approved the Cost Budget Sheet, hereby included in its entirety by **Attachment B** of this Amendment.
5. The TCEQ has included the IDC Form as **Attachment C** of this Amendment.
6. The Term of Contract is extended to August 31, 2017.

All other conditions and requirements of Contract Number 582-15-50040 remain unchanged.

**Texas Commission on
 Environmental Quality**

City of Fort Worth

By: _____
 Authorized Signature

By: _____
 Authorized Signature

 Ramiro Garcia, Jr.
 Printed Name

 Printed Name

 Deputy Director,
 Office of Compliance and Enforcement
 Title

 Title

 Date

 Date

ATTACHMENT A

SCOPE OF WORK

I. FACTS/PURPOSE

The Performing Party will operate and maintain two continuous ambient monitoring stations (CAMS) in Arlington and Fort Worth, Texas in accordance with the effective TCEQ quality assurance project plans (QAPPs) pertaining to the State or Local Air Monitoring Stations (SLAMS) network and the Particulate Matter of 2.5 Micrometers or Less (PM_{2.5}) program, equipment standard operating procedures (SOPs), and the *Preventive Maintenance Instructions (PMI) Manual*. Documentation is available upon request.

Station location:

CAMS 0310 – **Haws Athletic Center**, 600 1/2 Congress Street, Fort Worth, Texas

CAMS 0061 – **Arlington Municipal Airport**, 5504 S. Collins Street, Arlington, Texas

These stations are subject to relocation upon property owner request. In the event of site relocation, the Performing Party will be notified 30 days prior to relocation and will operate the site at the new location.

Equipment at CAMS 0310 includes one PM_{2.5} federal reference method (PM_{2.5} FRM) sampler and one PM_{2.5} tapered element oscillating monitor (PM_{2.5} TEOM) monitor.

Equipment at CAMS 0061 includes one PM_{2.5} TEOM monitor.

The Performing Party will operate any additional or relocated ambient air equipment at the currently established or new monitoring stations as needed or agreed upon by both parties.

II. TCEQ RESPONSIBILITIES/DESIGNATION OF STAFF

- A. Provide all air monitoring equipment, parts, audit equipment, and equipment related supplies for the proper operation of the air monitoring stations.
- B. Provide all site maintenance equipment (i.e., lawnmower, edge trimmer).
- C. Provide shipping labels upon request for the Performing Party to ship air monitoring equipment, parts, audit equipment, and equipment related supplies to the TCEQ.
- D. Provide Performing Party staff with individual virtual private network (VPN) access accounts to check the site status remotely by the TCEQ's internal status report webpage during the term of the contract.
- E. Provide training for equipment operations and other activities designed to increase technical capabilities required to support this agreement upon request by the Performing Party.
- F. Provide technical support related to equipment at the site by phone, email, or on-site visit.

- G. Conduct annual air monitoring station field assessments.
- H. Designation of staff
 - Travis Timm (512) 239-1705 is the Contract Administrator and point of contact for this contract. Other TCEQ staff will be available in his absence.
 - Max Hernandez (512) 239-0461 is the Contract Manager.

III. CONTRACTOR RESPONSIBILITIES

- A. Provide one primary and one backup site operator. These site operators must be electrical/mechanical grade technicians capable of operating and performing light maintenance on meteorological hardware and electronic monitoring equipment. One operator must be present during all TCEQ assessments or site visits.
- B. Provide staff proficient in the use of digital volt meters and personal computers.
- C. Operate the equipment according to established applicable SOPs, PMIs, QAPPs, and any guidance supplied by the TCEQ Contract Administrator. This documentation is available upon request, and may be revised from time to time.
- D. Monitor the site status remotely through the agency's internal status report webpage using the TCEQ-provided VPN access. Ensure individual VPN access accounts remain active. If VPN access is lost, it is the Performing Party's responsibility to alert the TCEQ Contract Administrator upon discovery.
- E. Possess and utilize the information, practical knowledge, techniques, and skills to comply with federal and state air monitoring rules, including those listed in the effective Code of Federal Regulations.
- F. Communicate effectively with TCEQ technical staff to troubleshoot malfunctioning equipment. Performing Party must provide personnel with a minimum of six months experience with ambient air monitoring equipment.
- G. Make travel arrangements and cover expenses associated with the requested training and meetings.
- H. Designate a Project Representative who will receive directions from TCEQ, manage the work being performed, and act on behalf of the Performing Party as an authorized representative.
- I. If an equipment failure requires a site visit by the operator, visit the site the same day if feasible, but no later than the next business day in order to minimize data loss.
- J. Communicate all equipment malfunctions or failures to TCEQ in writing the same day as discovered. Include symptoms or cause of failure and contact name of the person immediately available to troubleshoot with Monitoring Division staff.
- K. Provide a physical shipping address for replacement equipment, parts, and supplies.
- L. Ensure the deliverables listed in Table V.1 are performed and delivered on time. Document completion of the deliverables in the manner listed in Table V.1.

- M. Inform the TCEQ Contract Administrator in writing within 24 hours after any continuous monitor fails to collect data for more than 48 continuous hours and when two consecutive non-continuous samples are missed or invalid.
- N. Submit quarterly invoices to the TCEQ Contract Administrator and the Contract Manager listed in Table V.1, within one calendar month after the end of the quarter. Late submittal of invoices will be noted and documented in the end of the year evaluation that may determine the continuation of this contract. Invoices must include a detailed breakdown of all expenditures. Any inappropriate expenditure, including items not related to the project, will result in the invoice being rejected.
- O. Submit a completed *Release of Claims* form with the final invoice within one calendar month of termination of the Contract.
- P. Upon request by TCEQ, provide guided tours of the monitoring sites to local school districts or governing agencies, not to exceed four hours per quarter.
- Q. Upon request, promptly respond to site and contractual information requests from the TCEQ Contract Administrator.
- R. Transitional Services: Given the nature and importance of the services requested under this contract, TCEQ must maintain uninterrupted services. The Performing Party shall provide services as needed to assist in the smooth transition of a replacement Performing Party. Transitional services include, but are not limited to:
- the Performing Party will provide one week of training to the future Performing Party;
 - the Performing Party will provide reports, maps, property site contact information, keys, equipment, and other TCEQ property to any future Performing Party upon execution of said future contract;
 - the Performing Party will report to any future Performing Party any pending problems being investigated or for which equipment repair is incomplete;
 - upon request by TCEQ, the Performing Party will provide to any future Performing Party access to site trailers, buildings, utilities, or other locked areas;
 - the Performing Party will notify the TCEQ Contract Administrator in writing when the transition of services is complete; and
 - at all times, the Performing Party will provide complete cooperation, courtesy, civility, and professionalism when providing transitional services and communicating with any future Performing Party staff.

IV. DESCRIPTION OF DELIVERABLES

The Performing Party must operate and maintain the air monitoring stations according to TCEQ effective QAPPs, SOPs, and PMIs. These are available upon request.

V. SCHEDULE OF DELIVERABLES

The Performing Party must provide the following deliverables to TCEQ in accordance with the schedule in Table V.1.

Table V.1: Contract Deliverables

Deliverable	Applicable Equipment	Respective Tasks and Timeframes	Submit to:
Data Collection	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> Collect and monitor continuous ambient air data and operate non-continuous samplers according to applicable SOPs and the EPA Monitoring Schedule. Review continuous data in Leading Environmental Analysis and Display System (LEADS) daily to ensure sampler function. Document this review in the electronic site operator logbook on the day it occurs. 	LEADS via VPN or through the on-site data logger
Sample Collection and Shipping	PM _{2.5} FRM	<ul style="list-style-type: none"> Package and ship all collected PM_{2.5} FRM filters following the provided shipping schedule. Submit electronic sample files to the analytical contractor on same day as filter shipment. 	DRI http://eafs.dri.edu/
Equipment Failure Response	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> Respond to equipment failures or malfunctions by visiting the site on the same day if feasible, but no later than the next business day. Notify TCEQ in writing within one business day of problem resolution. Document site visits in the electronic operator logbook on the same day the visit occurs for sites with access and within two business days for sites without access. 	Contract Administrator and TCEQ Implementation Team LEADS via VPN
Equipment Failure and Sample Loss Report	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> Report equipment failures or malfunctions in writing the same day as discovered. Include symptoms or cause of failure and contact information for the Performing Party personnel immediately available to troubleshoot. Report in writing within one business day if any continuous monitor fails to collect data for more than 48 consecutive hours or when two consecutive non-continuous samples are missed or invalid. Provide a physical shipping address for replacement equipment, parts, and supplies. 	TCEQ Implementation Team and Contract Administrator

Deliverable	Applicable Equipment	Respective Tasks and Timeframes	Submit to:
Monthly Verification and Report	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> • Perform verification monthly within first five business days of the month. • Submit verification report within two business days of completion of verification. • Submit all failing verification reports. • The current monthly verification form can be found at http://rhone4/cgi-bin/worksheet_docs.pl. 	pm@tceq.texas.gov
Seasonal Quarter Audit and Report	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> • Perform quarterly audit within first five business days of seasonal quarter. • Submit audit report within two business days of completion of audit. • Seasonal quarters are defined as: <ul style="list-style-type: none"> ○ December - February ○ March - May ○ June - August ○ September – November • Submit audits performed due to instrument repair, modification, or replacements within five business days of completion of passing calibration. • Submit all failing audits to the TCEQ. • The current quarterly audit report form can be found at http://rhone4/cgi-bin/worksheet_docs.pl. 	pm@tceq.texas.gov
Preventive Maintenance Instruction (PMI) Completion	PM _{2.5} FRM, PM _{2.5} TEOM	<p>Execute the following:</p> <ul style="list-style-type: none"> • 40-030, <i>Cleaning the R&P Air Screens</i>, a minimum of every 30 days • 40-30a, <i>Cleaning the Very Sharp Cut Cyclone</i>, a minimum of every 30 days • 40-30b, <i>Cleaning the 1st Stage and Inlet</i>, a minimum of every 30 days • 40-180, <i>2025 Battery Replacement</i>, a minimum of every six months and at battery failure • 41-30, <i>TEOM Air Condition Filter</i>, a minimum of every 30 days • 41-030a, <i>TEOM PM_{2.5} SCC Adapter Cleaning</i>, a minimum of every 30 days or at motor failure 	LEADS via VPN

Deliverable	Applicable Equipment	Respective Tasks and Timeframes	Submit to:
		<ul style="list-style-type: none"> • 41-030b, <i>TEOM Sample Inlet Cleaning</i>, a minimum of every 30 days • 41-180, <i>TEOM In-Line Auxiliary Filter Change</i>, a minimum of every six months • 41-180a, <i>TEOM Air Conditioner Cleaning</i>, a minimum of every six months • Any future PMIs developed for this equipment with TCEQ notification • After PMI completion: Document PMIs in the site electronic operator log and within two business days where site access to electronic logs is not available. 	
Site Activities Documentation	PM _{2.5} FRM, PM _{2.5} TEOM, shelter	<ul style="list-style-type: none"> • Document all site activities in the electronic operator log before leaving the site where access to electronic logs is available. • Document all site activities in the electronic operator log within two business days where site access to electronic logs is not available. 	LEADS via VPN
Audit and Assessment Assistance	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> • Submit completed pre-audit questionnaires within ten business days of audit notification. • Assist TCEQ staff or EPA auditors on-site during all TCEQ audits and assessments. • Reply in writing to all TCEQ written requests for audit responses within one calendar month of the request. 	TCEQ Data Quality Team and Contract Administrator
Site Maintenance	shelter	<ul style="list-style-type: none"> • Maintain site free of vegetation higher than six inches and trash or debris. • Ensure site remains locked and secure when staff are not on-site. • Obtain written approval from TCEQ to change the site lock or combination. • Obtain vegetation control equipment from TCEQ. 	LEADS via VPN

Deliverable	Applicable Equipment	Respective Tasks and Timeframes	Submit to:
Invoice and <i>Release of Claims</i> Submission	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> • Submit quarterly invoices within one calendar month after close of fiscal quarter except for March 1-31, which must be submitted by April 30. Fiscal quarters are defined the same as seasonal quarters. • Submit completed <i>Release of Claims</i> form with final Contract invoice. 	Contract Administrator Contract Manager
Data Completeness	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> • Track and submit data completeness reports with the quarterly invoices within one calendar month after close of fiscal quarter. Fiscal quarters are defined the same as seasonal quarters. • Include description of how data completeness was determined. 	Contract Administrator
Inventory Management and Reports	PM _{2.5} FRM, PM _{2.5} TEOM	<ul style="list-style-type: none"> • Notify the Contract Administrator within two business days of equipment replacements. • Return inoperable equipment to the TCEQ within five business days of replacement. • Upon request, promptly assist the Contract Administrator with maintaining inventory control and with Inventory Management Database (IMD) data requests. • Track and submit inventory reports with the quarterly invoices within one calendar month after close of fiscal quarter. Fiscal quarters are defined the same as seasonal quarters. 	Contract Administrator
Initial Demonstration of Capability (IDC)	PM _{2.5} FRM, PM _{2.5} TEOM, met	<ul style="list-style-type: none"> • Provide a statement of competency in all program/project quality assurance documents. • Within six months after the effective date of this contract, submit completed IDC forms and supporting documentation to the TCEQ Contract Administrator for all equipment and all current operators. Ensure all site operators demonstrate passing IDCs. • If an operator is hired after the effective date of this contract, submit completed IDC form within six months of the operator's hire 	Contract Administrator

Deliverable	Applicable Equipment	Respective Tasks and Timeframes	Submit to:
		date. Ensure the operator demonstrates a passing IDC. • Complete all IDCs using Form 1: IDC Documentation Form, provided in Attachment C, and make the completed forms and any supporting documentation available upon request.	

EPA – Environmental Protection Agency
 FRM – federal reference method
 PM_{2.5} – particulate matter of 2.5 micrometers or less in diameter
 met – meteorological equipment with sensors to measure wind speed, wind direction, and temperature
 TEOM – tapered element oscillating monitor
 TCEQ – Texas Commission on Environmental Quality
 SOP – standard operating procedure
 VPN – virtual private network

VI. ACCEPTANCE CRITERIA

The Performing Party is required to provide the TCEQ at least an 85% monthly data return from all monitors and samplers. If the 85% data return is not achieved, assignable cause must be identified within a week after each month end. Assignable causes may include acts of nature (tornadoes, hurricanes, hail, etc.), vandalism, or circumstances beyond the control of the Performing Party. Neglect of the site is not an assignable cause. During this contract period, 85% valid data capture must be met for each sampler at each site. For each sampler that does not achieve at least 85% valid data capture during a calendar quarter, reimbursement to the contractor will be reduced by a ratio of 0.25 divided by the number of samplers from which TCEQ is receiving data pursuant to this contract. For example, a reduction of 6.25% or 1/16th if data from one out of four samplers fail 85% valid data capture for a given calendar quarter. Considerations for the proposed reduction of payment will consist of evaluation of the Performing Party’s performance of required operating procedures, quality control procedures, and effective and timely communication of non-compliance issues. Non-compliance issues include deviation from the documented procedures in the SOPs, QAPPs, PMIs, and the contract. This price adjustment is cumulative with all other remedies.

ATTACHMENT B**FY17 Cost Budget****Cooperative Reimbursement Contract
for State Agencies and Local Governments**

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

Budget Category	Cost for Work to be Performed
Salary / Wages	\$ 18,300.65
Fringe Benefits	\$ 9,937.47
Travel	\$ 0.00
Supplies	\$ 1,073.00
Equipment	\$ 0.00
Contractual	\$ 0.00
Construction	\$ 0.00
Other	\$ 725.00
Indirect Costs	\$ 6,065.55
Total	\$ 36,101.67

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is 21.48% of (check one):

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

If other direct cost base, identify:

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

- Predetermined Rate—an audited rate that is not subject to adjustment.
 Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.
 Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control.**
 - a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
 - b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.
 - c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
 - a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
8. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Contract.
9. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect

costs are not reimbursable under this Contract. The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do no benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

ATTACHMENT C

Form 1: IDC Documentation Form



TCEQ IDC Documentation Form

I. SOP Name:	
Current Date of SOP:	Date Read:

II. Analysis/Procedure Demonstrated by Experienced Analyst and Date:

III. Analysis/Procedure Performed by Trainee Analyst and Date:

IV. Results of Analysis/Procedure:	
Accuracy Required by SOP:	Precision Required by SOP:

V. Trainee Analyst:	Signature of Experienced Analyst:																				
Print Name:	Print Name:																				
Signature:	Signature:																				
Employee ID:																					
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VI. Supervisor Name:	
Supervisor's Signature:	Date:

If more than one IDC was performed, attach all IDC's attempted including separate "TCEQ IDC Documentation Forms" for each IDC.