Project Number: TCP (_____)

PROJECT AGREEMENT FOR THE JOINT FEDERAL/STATE MOTOR FUEL TAX COMPLIANCE PROJECT

Between the Federal Highway Administration, hereinafter referred to as the FHWA, and the _____, acting through its motor fuel tax enforcement agency as a [ ] Lead/ [ ] Participating State, hereinafter referred to as the State.

Period of Performance: _____ through _____

Project Agreement Amount: ($_____)

_____
State Agency

_____
Address (Principal place of work for this agreement)

_____
City, State, ZIP

_____
Authorized Representative

_____
Title

I hereby certify that the aggregate expenditure of funds of the State, exclusive of the Federal funds provided under this agreement, for motor fuel tax enforcement activities will be maintained at a level which does not fall below the average level of such expenditure for its last 2 fiscal years.

_____ _____
Signature *Date*

Federal Highway Administration

_____
Address

_____
City, State, ZIP

_____
Name

Division Administrator

_____ _____
Signature *Date*

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ARTICLE I - AUTHORITY AND PURPOSE

Pursuant to section 143(a) of Title 23 of the U.S. Code and section 1101(a)(14) of the Transportation Equity Act for the 21st Century (Pub. L. No. 105-178), the State and the FHWA enter into this grant agreement to enhance compliance with and collection of highway use taxes.

ARTICLE II - OBJECTIVE

The objective of this grant agreement is to increase the amount of revenue available for highway programs by using Highway Trust Fund tax receipts, administered by the FHWA, to expand highway use tax compliance efforts by the Internal Revenue Service (IRS) and the States, with emphasis on motor fuel taxes. This will be achieved by:

* raising the priority given to collecting motor fuel taxes by providing resources to foster coordination among State and Federal tax examination and investigation activities,

* participating in a Federal/State organizational structure, as defined in a Memorandum of Understanding (MOU), to ensure that the fuel tax compliance effort receives priority attention of both Federal and State tax enforcement agencies and to ensure that the increased emphasis on fuel tax compliance will be a continuing part of Federal and State tax agency programs,

* assisting in the development of computerized auditing tools that can be used by State and Federal governments to enhance compliance, and

* evaluating and reporting on the effectiveness of motor fuel tax enforcement activities.

ARTICLE III - STATEMENT OF WORK

The State agrees to use funds made available under this agreement for the following activities:

1) expand efforts to enhance motor fuel tax enforcement,

2) supplement motor fuel tax examinations and criminal investigations,

3) develop automated data processing tools to monitor motor fuel production and sales,

4) evaluate and implement registration and reporting requirements for motor fuel taxpayers, and

5) analyze and implement programs to reduce tax evasion associated with other highway use taxes.

The work to be accomplished under this agreement shall be known as the Joint Federal/State Motor Fuel Tax Compliance Project.

The lead State will serve as the central contact point, within its region of the United States, for this project. The lead State will (1) provide central support staff for the formation of a regional task force; (2) coordinate the individual State and IRS activities; (3) coordinate and submit plans and reports prepared by the individual States; and (4) coordinate all activities which relate to the common concerns of participating States and the IRS.

The participating States will provide a liaison to participate on at least one of the regional task forces. The participating States will: (1) provide staff to participate in meetings and other task force activities; (2) coordinate motor fuel tax enforcement activities with other regional task force members; and (3) prepare and submit reports on the State's motor fuel tax enforcement activities.

ARTICLE IV - ALLOWABLE COST AND PAYMENT

The FHWA shall reimburse the State for allowable costs incurred in carrying out the work described in Article III, up to the project agreement amount shown on the signature page of this agreement. The State shall submit requests for reimbursement on Form PR-20, "Voucher for Work Performed under Provisions of the Federal-Aid and Federal Highway Acts, as amended." A progress voucher represents a claim for costs incurred in a specific period during the progress of the project. In preparing a progress voucher, all eligible costs shall be included, provided that a recorded liability exists or a cash disbursement has been made. A final voucher represents the final claim, submitted by the State for a single completed project accepted by the FHWA. The State shall promptly submit its final claim following termination of the period of performance. A summary of project costs, classified by expenditure type, shall accompany the final voucher.

Allowable costs shall be determined in accordance with the Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments." All allowable items of cost as listed in Attachment B to Circular A-87, are eligible for reimbursement under this agreement. The budget of estimated costs by expenditure category is included as Attachment 1 to this agreement. Signature of this agreement by the FHWA shall constitute grantor agency approval for cost items included in the attached budget.

ARTICLE V - SUBMISSION OF REPORTS

An annual report shall be submitted no later than 60 days after the end of each Federal fiscal year ending on September 30. The annual report shall include a narrative report of accomplishments and an expenditure summary. The report may be supplemented at the option of the State with data summaries submitted on the reporting forms provided by the FHWA. The final performance and financial summary report (if this agreement is not continued) shall be submitted by the State no later than 60 days after the termination of the period of performance. The final report shall include a discussion of the accomplishments of the project, an expenditure summary by cost category, and a summary of any audit findings or plans to address the audit requirements of Article 3 of the General Provisions. One copy of all reports shall be provided to the regional task force and to the FHWA division office. The lead State shall provide copies of the reports to the project Steering Committee in care of the FHWA, Transportation Studies Division (HPP-10), Washington, D.C. 20590.

The following General Provisions apply to all FHWA grant agreements for the Joint Federal/State Motor Fuel Tax Compliance Project.

1. DEFINITIONS

a. FHWA - The Federal Highway Administration.

b. FHWA Division Office - The office of the FHWA located in each State, which is responsible for the administration of the Federal-Aid Highway Program within that State.

c. IRS - The Internal Revenue Service.

d. Memorandum of Understanding (MOU) - The document between the IRS and the States which will stand as the overall controlling document for States that wish to participate in the Joint Federal/State Motor Fuel Tax Compliance Project. By signing the MOU, States agree to work on this project and to join in the activities of the Regional Task Force.

e. Steering Committee - The Committee established to coordinate activities of the Joint Federal/State Motor Fuel Tax Compliance Project. The Committee will oversee project activities, monitor results, and provide progress reports to Federal executive agencies and the Congress. The Committee consists of representatives of the FHWA, IRS, and the Lead States.

f. Lead State - The State designated to coordinate the activities of the Joint Federal/State Motor Fuel Tax Compliance Project within its region of the United States.

g. Participating State - A State which has signed an MOU, and thereby agrees to participate in the Joint Federal/State Motor Fuel Tax Compliance Project as a member of a regional task force.

h. Regional Task Force - A multi-State task force consisting of representatives of the Lead State, participating States, and the IRS district offices, organized to share information and coordinate regional efforts to enhance motor fuel tax compliance.

i. Equipment - Tangible non-expendable personal property having a useful life or more than one year and an acquisition cost of $5,000 or more per unit.

j. OMB - Office of Management and Budget.

k. DOT - The U.S. Department of Transportation.

2 . REGULATION REQUIREMENTS

The State hereby assures and certifies that it will comply with the Federal statutes and regulations cited in this Agreement and 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements, as they relate to the acceptance and use of Federal funds for this project. The project funded under this agreement is considered to be a categorical exclusion under 23 C.F.R. 771.117(c)(1).

3. AUDITS

The State shall comply with the audit requirements of 49 C.F.R. Part 90.

4. MODIFICATIONS

This agreement may be amended at any time by a written modification properly executed by both the State and the FHWA. In accordance with 49 C.F.R. 18.30, the State shall request a budget modification whenever a new cost category is added or the anticipated expenditures for a single cost category are expected to change by an amount greater than 10 percent of the total amount of the agreement. The State must obtain the prior approval of the FHWA whenever any of the following actions is anticipated:

(1) Revision of the scope or objectives of the project.
(2) Extension of the period of performance.
(3) Contracting out, or otherwise obtaining the services of a third party, to perform activities which are central to the purposes of the agreement.

5. SUBCONTRACTS FOR PROFESSIONAL SERVICES

a. Prior written approval shall be obtained from the FHWA before any of the work or other substantive project effort is subcontracted or otherwise transferred.

b. In accordance with 49 C.F.R. 18.36(a), when procuring professional services necessary for the implementation of this agreement, the State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

6. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

In accordance with 49 C.F.R. 18.20, the State must expend and account for funds under this agreement in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its cost-type contractors and subcontractors, must be sufficient to permit preparation of financial reports of project expenditures, as required by this agreement, and to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the prohibitions and restrictions of this agreement.

7. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

a. In accordance with 49 C.F.R. 18.42(b), financial and programmatic records, supporting documents, statistical records, and other records pertinent to this agreement shall be maintained by the State for a period of 3 years from the date of submission of the annual (or final) expenditure report to the FHWA, with the following exceptions:

(1) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
(2) When the records are transferred to or maintained by the FHWA, the 3-year retention requirement is not applicable to the State with respect to those records.

b. In accordance with 49 C.F.R. 18.42(e), the FHWA and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the State, and of its contractors or subcontractors which are pertinent to this agreement, in order to make audits, examinations, excerpts, and transcripts, except that taxpayer records covered by State or Federal disclosure laws need only be made available to the extent permitted by such laws.

8. EQUIPMENT

As provided in 49 C.F.R. 18.32, the State shall use, manage, and dispose of equipment acquired under this agreement in accordance with State laws and procedures.

9. DEBARMENT CERTIFICATION

a. In accordance with 49 C.F.R. 29.510, the State certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(2) Have not within a 3-year period preceding this agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
(4) Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the State is unable to certify to any of the statements in this certification, the State shall attach an explanation to this agreement.

c. In accordance with 49 C.F.R. 18.35, the State shall not make or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs. The State shall require any contractor for professional services under this agreement to submit the certification in 49 C.F.R. Part 29, Appendix B.

10. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

a. In accordance with 49 C.F.R. 23.43, the State hereby agrees to abide by the following statements and agrees that these statements shall be included in all subsequent agreements between the State and any contractors or subcontractors under this agreement:

(1) **Policy**. It is the policy of the DOT that minority and disadvantaged business enterprises (MBE's and DBE's) as defined in 49 C.F.R. Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE and DBE requirements of 49 C.F.R. Part 23 apply to this agreement.
(2) **MBE/DBE Obligation**. The State or its contractor agrees to ensure that minority and disadvantaged business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the State or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that minority and disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The State and its contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and State law, in the award and performance of DOT-assisted contracts.

b. If, as a condition of assistance, the State has submitted and the DOT has approved a minority and disadvantaged business enterprise affirmative action program which the State agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the State of its failure to carry out the approved program, the DOT shall impose such sanctions as noted in 49 C.F.R. Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the State to obtain future DOT financial assistance.

11. SUSPENSION OR TERMINATION FOR CAUSE

a. In accordance with 49 C.F.R. 18.43, when it has been determined by the FHWA that the State has materially failed to comply with the terms and conditions of this agreement, the FHWA may:

(1) Temporarily withhold cash payments pending correction of the deficiency by the State or more severe enforcement action by the FHWA,
(2) Disallow all or part of the cost of the activity or action not in compliance,
(3) Wholly or partly suspend or terminate the agreement for cause,
(4) Withhold further awards for the program.

b. The FHWA prefers that deficiencies be corrected whenever practicable. Therefore, action to suspend or terminate an agreement normally will be taken only after the State has been informed by letter of the nature of the problem with notification that failure to correct the deficiency may result in suspension or termination of this agreement. However, this policy does not preclude immediate suspension or termination when such action is reasonable under the circumstances and necessary to protect the interest of the Government.

c. When it is believed that the State has failed to comply with the terms and conditions of this agreement, the FHWA will advise the State by letter of the nature of the problem and that failure to correct the deficiency may result in suspension or termination of this agreement. The State will be requested to respond in writing describing the action taken or the plan designed to correct the deficiency.

d. If a satisfactory response is not received within the time allowed in such notice letter, the FHWA may issue a notice suspending authority to further obligate funds, in whole or in part. The notice of suspension will be sent by certified mail (return receipt requested) to the State. The notice will set forth the activities covered by the suspension and its effective date and the corrective action required by the State in order to lift the suspension.

e. In the event the deficiency is not corrected to the satisfaction of the FHWA, the FHWA may issue a notice of termination, in the same manner as described in paragraph d. above. The notice of termination will establish the reasons for the action and its effective date.

f. If this agreement is suspended or terminated pursuant to this clause, costs resulting from obligations incurred by the State during the period of suspension or after termination will not be allowable unless the FHWA expressly authorizes them in the notice of suspension or termination or by subsequent correspondence. Other State costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the State before the effective date of suspension or termination, are not in anticipation of it, and, in the case of termination, are noncancelable, and;
(2) The costs would be allowable if the agreement were not suspended or terminated.

g. Within 90 days of the effective date of termination, the State will furnish an itemized accounting of funds expended for allowable costs prior to the effective date of termination and the unexpended funding balance. In accordance with 49 C.F.R. 18.43(b), the State may request a review of the termination decision in accordance with the procedure described in Article 12 entitled "Termination Review Procedure."

12. TERMINATION REVIEW PROCEDURE

a. Any request for review of a notice of termination shall be addressed to the FHWA Division Office. It must be postmarked no later than 30 days after the receipt of such notice.

b. The request for review must contain a full statement of the State's position and the pertinent facts and reasons in support of such position.

c. The FHWA will acknowledge receipt of the request for review and appoint a review committee consisting of a minimum of three persons, none of whom may be either from the FHWA program office providing funding for the project or from the FHWA office that is responsible for monitoring the administrative aspects of the agreement.

d. The termination review committee will request the FWHA official who issued the notice of termination to provide copies of all pertinent background materials and documents. It may, at its discretion, invite representatives of the State, FHWA program, and/or administrative office, to discuss pertinent issues and to submit additional information as it deems necessary. The chairperson of the review committee will ensure that all review activities or proceedings are documented.

e. Based on its review, the committee will prepare its recommendations to the FHWA official who issued the notice of termination who will advise the parties concerned of the final administrative decision.

13. TERMINATION BY MUTUAL AGREEMENT

a. Circumstances may arise in which either the FHWA or the State wishes to terminate this agreement in whole or in part. If both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the agreement may be terminated by mutual consent in accordance with 49 C.F.R. 18.44.

b. If either party wishes to terminate this agreement, written notification shall be given to the other party, setting forth the reasons for such termination.

c. Within 30 days after receipt of a request from either party for termination by mutual agreement, the other party will provide an appropriate written response. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The State shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. Allowable costs shall include the noncancelable obligations properly incurred by the State prior to termination. In the event of disagreement between the parties, the FHWA will make a final determination subject to the review procedures described in Article 12 entitled "Termination Review Procedure."

14. AGREEMENT CLOSEOUT AND COLLECTION OF AMOUNTS DUE

a. In accordance with 49 C.F.R. 18.50, the FHWA will close out this agreement when it determines that all administrative actions and all required work of this agreement have been completed.

b. As provided in 49 C.F.R. 18.51, the closeout of this agreement does not affect:
(1) The FHWA's right to disallow costs and recover funds on the basis of a later audit or other review;
(2) The State's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
(3) Records retention as required by Article 7 above;
(4) Audit requirements of Article 3 above.

c. In accordance with 49 C.F.R. 18.52, any funds paid to the State in excess of the amount to which it is finally determined to be entitled under the terms of this agreement shall constitute a debt to the Federal Government and shall be paid within a reasonable period of time to the FHWA.

15. NONDISCRIMINATION

The State hereby agrees that, as a condition of receiving any Federal financial assistance from the DOT, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the State receives Federal financial assistance. The specific requirements of the DOT Standard Civil Rights assurances (required by 49 C.F.R. 21.7 and 27.9) are incorporated in this agreement.

16. MANDATORY ENERGY EFFICIENCY STANDARDS

The State and its contractors under this agreement shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

17. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

a. **Definitions**. As used in this certification,
"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 C.F.R. 1308.11-1308.15;
"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
"Employee" means the employee of the State directly engaged in the performance of work under this agreement, including: (1) all "direct charge" employees; (2) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (3) temporary personnel and consultants who are directly engaged in the performance of work under this agreement and who are on the State's payroll. This definition does not include workers not on the payroll of the State (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the State's payroll; or employees of subrecipients or subcontractors in covered workplaces).

b. If the State has not certified by an annual certification as provided in 49 C.F.R. 29.6309(c) with respect to the State employees engaged in the performance of work under this agreement, then the State hereby certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the State's workplace and specifying the actions that will be taken again employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about--

(I) The dangers of drug abuse in the workplace;

(ii) The State's policy of maintaining a drug-free workplace;

(iii) The available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of this agreement be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1), that, as a condition of employment under this agreement, the employee will--

(I) Abide by the term of the statement; and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute in the workplace no later than five calendar days after such conviction;

(5) Notifying the FHWA in writing, within ten calendar days after receiving notice under subparagraph (4) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (ii), with respect to any employee who is so convicted--

(I) Taking appropriate personnel action against such an employee, up to and including termination; consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) through (6).

c. The principal place of performance of work in connection with this agreement is the address shown on the signature page. The list identifying any other workplaces involved in the performance of work under this agreement shall be kept on file with the State and be made available for Federal inspection upon request.

18. LIMITATION ON THE USE OF FUNDS FOR LOBBYING (AGREEMENTS OVER $100,000)

a. The person signing this agreement on behalf of the State certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer oremployee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The State shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. CLEAN AIR AND WATER REQUIREMENTS (AGREEMENTS OVER $100,000)

a. The State agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 C.F.R. Part 15).

b. The State stipulates that any facility to be utilized in performance under or to benefit from agreement is not listed on the Environmental Protection Agency List of Violating Facilities issued pursuant to the requirements of the Clear Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

c. The State agrees that it will include this provision in any contract for professional services under this agreement which exceeds $100,000.