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	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	ASSISTANCE ID NO.			DATE OF AWARD 03/31/2010
		PRG	DOC ID	AMEND#	
		EM	83406801	- 1	
		TYPE OF ACTION Augmentation: Increase			MAILING DATE 04/07/2010
PAYMENT METHOD: ACH			ACH# 3093		

RECIPIENT TYPE: Not for Profit	Send Payment Request to: Las Vegas Finance Center
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RECIPIENT:	PAYEE:
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Water Research Foundation 6666 West Quincy Avenue Denver, CO 80235-3098 EIN: 13-6211384	Accounting and Grants Compliance Manager American Water Works Association 6666 West Quincy Avenue Denver, CO 80235-3098
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PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Chris Rayburn 6666 West Quincy Avenue Denver, CO 80235-3098 E-Mail: crayburn@waterresearchfoundation.org Phone: 303-347-6188	Jeff Adams 26 West Martin Luther King Drive, W136D Cincinnati, OH 20460 E-Mail: Adams.Jeff@epa.gov Phone: 513-569-7835	Kelley Boatwright 1200 Pennsylvania Ave. NW Washington, D.C. 20460, 3903R E-Mail: Boatwright.Kelley@epamail.epa.gov Phone: 202-564-5327

PROJECT TITLE AND EXPLANATION OF CHANGES Helping H2O Utilities Deliver High Quality H2O Increase of Funds (Supplemental);
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BUDGET PERIOD 10/01/2008 - 09/30/2015	PROJECT PERIOD 10/01/2008 - 09/30/2015	TOTAL BUDGET PERIOD COST \$3,313,000.00	TOTAL PROJECT PERIOD COST \$3,313,000.00
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NOTICE OF AWARD

Based on your application dated 06/12/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,657,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,313,000. 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.


ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460	ORGANIZATION / ADDRESS Environmental Protection Agency Office of Research and Development 1200 Pennsylvania Ave, NW Washington, DC 20460

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official	TYPED NAME AND TITLE Jeff Meetre, Chief - Grants Management Branch A	DATE 03/31/2010
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AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE 	TYPED NAME AND TITLE Robert C. Renner, EXECUTIVE DIRECTOR	DATE 4-27-10
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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,656,000	\$ 1,657,000	\$ 3,313,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 1,656,000	\$ 1,657,000	\$ 3,313,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Clean Water Act: Sec. 104 Safe Drinking Water Act: Sec. 1442	40 CFR PTS 30 & 40

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	0926CW94 6	0910	C	26CWADF	203F51D	4142			1,657,000
									1,657,000

Budget Summary Page: Helping H2O Utilities Deliver High Quality H2O

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$213,779
2. Fringe Benefits	\$64,134
3. Travel	\$52,082
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$2,842,676
9. Total Direct Charges	\$3,172,651
10. Indirect Costs: % Base <u>See Terms & Conditions</u>	\$140,349
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$3,313,000
12. Total Approved Assistance Amount	\$3,313,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,657,000
15. Total EPA Amount Awarded To Date	\$3,313,000

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

2. The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

3. Pursuant to 40 CFR 30.52(a)(1) and 30.71(a), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: US EPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 30.62 if the recipient does not comply with this term and condition.

4. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

✓ 5. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

6. In accordance with either 40 CFR 31.40(d) for State, local and Indian tribal governments or 40 CFR 30.51(f) for other recipients, as appropriate, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or

ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:

- A. Public health or safety is at risk.
- B. Agency resources or interests are threatened.
- C. Circumstances where research activities should be suspended.
- D. There is a reasonable indication of possible violations of civil or criminal law.
- E. Federal action is required to protect the interests of those involved in the investigation.
- F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
- G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

7. Recycling Nonprofits, Universities and Hospitals: In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

8. Recipients shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

#1
10a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

11. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

#9
12. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

#10
13 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or 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 is determined to have violated a prohibition in paragraph 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 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 part 1532.

You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1 of this award term. Our right to terminate unilaterally that is described in paragraph 2 a 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.

14. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

(a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).

(b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and

(c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

15. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Colorado Department of Public Health and Environment as follows:

	MBE	WBE
Construction	%	%
Supplies	5.2 %	3.3 %
Services	5.8 %	3.2 %

Equipment	%	%
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By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the Colorado Department of Public Health and Environment.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted annually for the period ending September 30th for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to Veronica Squirrel, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW Mail Code 3903R, Room 51275, Washington, DC 20460, 202-564-5347. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#11
16. 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, 2008, the limit is \$571.12 per day and \$71.39 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).

#5
17. In accordance with Section 18 of the Lobbying Disclosure Act of 1995, PL. No. 105-65, 109 Stat. 691, the recipient affirms that:

- (1) it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986;
- or
- (2) it is a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995.

18. The recipient acknowledges that two employees of this recipient organization must complete the mandatory online training, "EPA Grant Management Training for Non-Profit Applicants and Recipients." One person must be the project manager, or equivalent, for this assistance agreement. The other individual must be the person authorized to draw down funds for this assistance agreement. The training must be completed by both employees prior to the return of the award document to EPA and the receipt of any grant funds. The course can be accessed at:

<http://www.epa.gov/ogd/>

At the end of the course the recipient must print out, sign and return the certificate of completion with the affirmation of acceptance to the appropriate grants office. The training certification will expire 3 years from the last training date. No funds will be released to the recipient by EPA until the required training is completed.

19. The recipient's current indirect cost rate is 53.97% of SWF. However, in accordance with the application dated June 12, 2008, the lesser amount of \$72,813 is budgeted for indirect costs.

20. In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: **(1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.**

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

21. 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 a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the

Programmatic Conditions

1.) This assistance agreement has been classified as a cooperative agreement, indicating that there will be substantial Federal involvement. EPA's substantial involvement will include (a) providing technical, environmental and quality assurance review; (b) providing information from past or ongoing EPA studies of a similar nature; (c) facilitating communications between EPA and AWWARF regarding ongoing research in similar topic areas; and (d) providing assistance on policy and administrative matters that impact the cooperative agreement.

Each year, after its Research Advisory Council meetings, AWWARF's Board of Trustees approves projects to be awarded, and sends the "project concept" for each proposed new project to the EPA Project Officer (PO). The EPA PO will review the project concepts and identify any projects which appear to be ineligible for EPA funding for policy or programmatic reasons. The EPA PO will also identify any projects which appear to include activities that require additional scrutiny by EPA (such as, foreign activities, human subjects, workshops and conferences, program income, and the paperwork reduction act.) AWWARF will consider this input from the EPA PO, select projects to receive EPA funds, and send the list of projects to receive EPA funds to the EPA PO.

EPA is invited to appoint a representative to each Project Advisory Committee associated with an EPA funded project.

2.) Annual Reports with Quarterly Updates

To comply with 40 CFR 30.51, AWWARF will submit an annual report with the following 11 items:

1. List of EPA employees serving on PACs.
2. Status of projects funded by EPA with the following 13 items:
 - a) AWWARF project #
 - b) Brief project description
 - c.) Contractor
 - d.) AWWARF Project Manager
 - e.) Contact amount
 - f.) Amount funded by EPA
 - g.) Amount billed to date
 - h.) Remaining total budget
 - i.) Remaining EPA budget
 - j.) Project status, with contract ending date, if ongoing project
 - k.) "Best guess" for final report publication date
 - l.) DBE% invoiced
 - m.) brief explanation of delayed projects
- 3.) Amounts of income by category (Federal and Non-Federal)
- 4.) Spending of EPA funds categorized by research area
- 5.) Organizational chart of AWWARF staff
- 6.) List of AWWARF research staff, with qualifications, and changes in research staff.
- 7.) Major accomplishments
- 8.) Non-technical items related to AWWARF's management or governance
- 9.) Research dissemination activities
- 10.) List of final reports published, with distribution summaries
- 11.) Other items as AWWARF deems appropriate

12.) Comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; and reasons why anticipated outputs/outcomes were not met

The annual report is due by May 30th of each year for the preceding calendar year.

Because of the size and complexity of this project, quarterly updates of item#2, the status of projects funded by EPA, are due by April 30th, July 31st, October 31st and January 31st, for the calendar quarters January-March, April-June, July-September, and October-December.

3.) Subject to 40 CFR 30.36, AWWARF is responsible for publishing or otherwise distributing all documents developed under this cooperative agreement. EPA logos should not appear unless specific written approval is given by EPA. AWWARF may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this agreement. However, pursuant to 40 CFR 30.36, EPA reserves a royalty-free non exclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so. This right permits the EPA Project Officer to send one copy of any final report developed under this agreement to any EPA Regional Office, State environmental office, National Lab, or Nonprofit organization as requested by those offices.

In lieu of submitting draft final reports to EPA, AWWARF will subject all final reports to their established peer review process as found in AWWARF's EPA Approved Quality Management Plan (QMP). AWWARF will use their standard format for final reports, as found in AWWARF's QMP, in lieu of EPA's format, as long as the report contents meet the requirements of 40 CFR 40.160. In lieu of both hard copy and electronic copy of each peer reviewed final report, one copy of each final report in Portable Document Format (.pdf) is due upon publication to the EPA Project Officer and no later than ninety days after the end of the project period.

In addition, the recipient agrees to include in its final report brief information on the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; and 2) reasons why anticipated outputs/outcomes were not met;

All documents developed under this agreement for distribution to the public or inclusion in a scientific, technical or other journal shall include a disclaimer statement similar in language to the following:

The research on which this report is based was funded, in part, by the United States Environmental Protection Agency (EPA) through Cooperative Agreement No. EM 83406801--0 with the AWWA Research Foundation (AWWARF). Funds awarded under the Cooperative Agreement cited above were not used for editorial services, reproduction, printing or distribution. This document was reviewed by a panel of independent experts selected by AWWARF. Mention of trade names or commercial products does not constitute AWWARF nor EPA endorsement or recommendations for use. Similarly, omission of products or trade names indicates nothing concerning AWWARF's nor EPA's positions regarding product effectiveness or applicability.

4.) EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing this project. Because projects selected for funding may include a survey, a questionnaire or similar information gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C 3501 et. seq) requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons.

The recipient will provide to the EPA Project Officer the following information: 1.) description of the information to be collected; 2.) explanation of the need for the information; and 3) to whom the survey is being directed.

The EPA Project Officer is responsible for requesting assistance from the Office of Policy, Regulatory Information Division to obtain clearance from OMB. EPA and the recipient agree that no work requiring OMB approval shall be initiated until such OMB approval is obtained.

5.) Each subcontracted project which receives EPA funding is subject to an Environmental Review in accordance with 40 CFR 6.704. The EPA Project Officer will conduct an Environmental Review after the recipient before the recipient authorizes a subcontractor to begin work.

6.) The recipient will not provide funding to subcontractors for equipment, material or test apparatus, nor any improvement, modification or construction of real or personal property, unless such a purchase or expenditure has been specifically approved in writing by the recipient. An itemized listing of such authorized purchases and expenditures shall be contained in the subcontractor's budget. The subcontractor shall obtain title to any property purchased by the subcontractor within the budget approved by the recipient. The recipient will include a list of all such property in its annual report to EPA.

7.) Acceptable Quality Assurance Documentation must be submitted to the EPA Project Officer within 60 days of the acceptance of this agreement. The recipient shall comply with all requirements as delineated on the "Quality Assurance Planning Requirements Form" included with this extramural action. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance documentation (see 40 CFR 30.54 or 31.45 as appropriate). Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web Site:

<http://www.epa.gov/ogd/grants/assurance.htm>

1. The recipient agrees to submit the final report to the EPA Project Officer in accordance with 40 CFR 40.160-5 and the "Handbook for Preparing Office of Research and Development Reports", 8/95, as revised and updated at the time of report preparation. The draft report is due ninety days prior to the end of the project period, and the final report is due ninety days after the end of the project period.

and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.