

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS FACILITIES COMMISSION
AND
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

This Interagency Cooperation Contract ("Contract") is entered into by and between the Texas Facilities Commission ("TFC") and Texas Commission on Environmental Quality ("Receiving Agency"), pursuant to the authority granted by and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov't Code Ann. §§ 771.001-.010 (West 2012 & Supp. 2016).

I. STATEMENT OF WORK TO BE PERFORMED.

1.01. **SCOPE OF SERVICES.** TFC shall provide, or cause to be provided, non-routine minor construction services for TCEQ Park 35 Office Complex, Buildings A and C, located at 12100 Park 35 Circle, Austin, Texas 78753. Services may include, but are not limited to services required for research, pricing, estimate gathering, construction document development, and bid monitoring, coordination and evaluation services commenced by TFC as of the date of Portal Request Nos. 20818; 20903; and 21149 as more particularly set forth in the *Estimate Approval Letters* attached hereto and incorporated herein for all purposes as "Exhibit A."

II. BASIS FOR COMPUTING REIMBURSABLE COSTS.

2.01. **REIMBURSABLE COSTS.** The basis for computing reimbursable costs under this Contract shall be for actual costs incurred by TFC and developed from estimates received from third-party contractors.

III. CONSIDERATION.

3.01. **CONTRACT AMOUNT.** Receiving Agency agrees to pay TFC an amount not to exceed the sum of Seventy-Four Thousand Three Hundred Fifty-Three and 43/100 Dollars (\$74,353.43) for providing the services required to fulfill the terms of this Contract. The cost breakdown for each project shall include but is not limited to: (a) Replace ramp and railing to Building A, Computer Room 213 with a cost estimate of Seventeen Thousand Eight Hundred Sixty Two and No/100 Dollars (\$17,862.00); (b) Install carpet to various offices in Building C, 1st floor, West Wing with a cost estimate of Forty-One Thousand One Hundred and No/100 Dollars (\$41,100.00); and (c) Add twenty (20) dimmable light fixtures and lighting controls on the 3rd floor of Building A with a cost estimate of Fifteen Thousand Three Hundred Ninety-One and 43/100 Dollars (\$15,391.43).

3.02. **ACTUAL COSTS.** TFC and Receiving Agency agree that payment in advance by Receiving Agency to TFC for services is necessary to effectively and efficiently complete the services, that such payment throughout the term of this Contract would serve a legitimate public purpose, and that the delivery of services may be expedited as a result of advanced payment, as authorized by Section 2155.383 of the Texas Government Code. If actual costs for contracted services provided by third-party contractors for work requested by Receiving Agency will exceed the amount allocated for said service, TFC will provide notice and a revised estimate to Receiving

Agency. Prior to exceeding the "maximum contract amount" the parties shall agree to amend this Contract pursuant to Section 4.03 to reimburse for such increased actual costs on a dollar for dollar basis. If actual costs for contracted services by third-party contractors are less than the maximum contract amount, TFC will return any amount that exceeds actual costs to Receiving Agency.

IV. PAYMENT FOR SERVICES.

4.01. **PAYMENT.** An Interagency Transaction Voucher or Invoice ("ITV") for these services will be prepared by TFC for the full amount of this Contract. Receiving Agency shall reimburse TFC within thirty (30) days from receipt of ITV or invoice for the full amount of this Contract. If payment by Receiving Agency is not received within thirty (30) days, TFC may cancel the Contract without further notice to Receiving Agency, and Receiving Agency shall remain liable for all actual costs incurred by TFC in delivering services under this Contract. TFC shall process all expenditures under this Contract as non-TFC capital budget expenses in that Receiving Agency shall have processed these expenditures as capital expenditures pursuant to the General Appropriations Act ("GAA"), Acts 2017, S.B. 1, 85th Leg., R.S., art. IX, sec. 14.03.

4.02. **UNIFORM STATE ACCOUNTING SYSTEM ("USAS").** To the extent possible, interagency payments involving only treasury funds will be processed as paperless document transfers in the USAS system subject to audit by the Fund Accounting Division of the Comptroller's Office. Payments from treasury funds for deposit into local bank accounts will be processed in USAS through the paperless purchase vouchers process. Interagency payments received from local funds for deposit into the State Treasury must be submitted according to policies and procedures for USAS deposits.

4.03. **REIMBURSEMENT.** (a) Reimbursements with funds contained in the State Treasury shall be made via USAS funds transfers, with Receiving Agency initiating the transfers. TFC will provide Receiving Agency with all the necessary USAS coding elements. Reimbursement with funds outside the State Treasury shall be made by Receiving Agency issuing warrants for payment to TFC.

(b) All reimbursements must be made through the use of local funds or drawn on the appropriated item(s) or account(s) of Receiving Agency from which the agency would ordinarily make expenditures for similar services or resources. Reimbursements will be credited to the appropriation year in which the expenses were incurred.

(c) To comply with the GAA, Acts 2017, S.B. 1, 85th Leg., R.S., art. IX, sec. 6.08, entities making payments from funding sources other than General Revenue Fund appropriations, shall remit an additional amount equal to the percentage of direct labor costs, necessary to cover the cost of the benefits.

4.04. **CAPITAL BUDGET AUTHORITY.** Pursuant to Rider 15 entitled *Capital Construction on Behalf of State Agencies* for TFC found in the GAA, Acts 2017, S.B. 1, 85th Leg., R.S., art. 1 (Facilities Commission), any capital items related to construction of buildings and facilities including minor construction projects greater than \$250,000 performed by TFC on behalf of other state agencies do not apply to TFC for the purpose of the capital budget rider limitations specified in the GAA, Acts 2017, S.B. 1, 85th Leg., R.S., art. IX, sec. 14.03. By signing this Contract,

Receiving Agency certifies it has the requisite capital budget authority to fund the services to be provided under this Contract.

V. TERM OF CONTRACT.

5.01. **TERM.** This Contract shall be effective upon the date of the last party to sign, and shall terminate on August 31, 2020, unless terminated earlier by either party, as provided in Section 5.03.

5.02. **DISPUTE RESOLUTION.** The parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

5.03. **EARLY TERMINATION.** (a) Either party may terminate this Contract upon thirty (30) days prior written notice to the other. Upon receipt of notice of early termination, TFC shall cancel, withdraw, or otherwise terminate outstanding orders or subcontracts which relate to the performance of this Contract and shall otherwise cease to incur costs under this Contract. Early termination will be subject to an equitable settlement of the respective interests of the parties accrued up to the date of termination.

(b) If this Contract is terminated for any reason, TFC will not be liable for any damages, claims, or losses, or any other amounts arising from or related to any such termination.

VI. FUNDING.

6.01. **NO DEBT.** This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or Receiving Agency and/or TFC in violation of Tex. Const. art. III, § 49. In compliance with Tex. Const. art. VIII, § 6, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

VII. FORCE MAJEURE.

7.01. **FORCE MAJEURE.** Except as otherwise provided, neither TFC nor Receiving Agency is liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

VIII. MISCELLANEOUS PROVISIONS.

8.01. INDEPENDENT CONTRACTOR. It is further mutually understood and agreed that Receiving Agency is contracting with TFC as an independent contractor.

8.02. INCORPORATION BY REFERENCE. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the services under this Contract.

8.03. GOVERNING LAW AND VENUE. This Contract shall be governed and construed in accordance with the laws of the State of Texas. **VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS CONTRACT SHALL BE FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS;** provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by either party.

8.04. SEVERANCE. Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect.

8.05. HEADINGS. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

8.06. NOTICES. Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to TFC or Receiving Agency, as the case may be, at the addresses set forth below:

TFC:	Attention: Legal Services Texas Facilities Commission 1711 San Jacinto Blvd. Austin, Texas 78701
Receiving Agency:	Attention: Richard Torres Texas Commission on Environmental Quality P.O. Box 13087 12100 Park 35 Circle Austin, Texas 78753 Phone: (512)239-1819 Email: richard.torres@tceq.texas.gov

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.07. **AUDIT.** Pursuant to Section 2262.154 of the Texas Government Code, TFC and the Receiving Agency agree to the following:

(a) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;

(b) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

(c) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.08. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties. No other agreement, statement, or promise that is not contained in this Contract shall be binding except a subsequent written amendment to this Contract signed by both parties.

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THE UNDERSIGNED do hereby certify that (i) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (ii) the proposed arrangements serve the interest of efficient and economical administration of those agencies, and (iii) the services, supplies or materials contracted for are not required by Tex. Const. art. XVI, § 21 to be supplied under contract to the lowest responsible bidder.

TFC certifies that it has the authority to enter into this Contract by virtue of the authority granted in Chapter 771, Tex. Gov't Code Ann. (West 2012 & Supp. 2016).

Receiving Agency further certifies that it has the authority to enter into this Contract by virtue of the authority granted in Chapter 771, Tex. Gov't Code Ann. (West 2012 & Supp. 2016).

TEXAS FACILITIES COMMISSION

By: JSRA

John S. Raff

Interim Executive Director

Date of execution: 8/29/18

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

By: Melissa E. Applegate

Print Name: Melissa E. Applegate

Title: HRESS Director

Date of execution: 8/28/18

NRL G.C.

CDW Dir.

A D.E.D.

TFC Contract No.18-199-000
Texas Commission on Environmental Quality
Portal Request 20818; Work Order 647571
Portal Request 20903; Work Order 641670
Portal Request 21149; Work Order 651998

EXHIBIT A

Chair
Robert D. Thomas

Commissioners
William Allensworth
Steve Alvis
Patti C. Jones
Mike Novak
Rigoberto Villarreal



Interim Executive Director
John S. Raff, P.E.

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

Date: August 15, 2018

From: Kirk Kuykendall, Minor Construction Manager

To: Richard Torres

Re: P35A – Remove existing raised floor and railing in room 213. Install new 11' x 8' ramp with new railing. Patch and paint wall where raised flooring was removed.

After reviewing your request as described on Work Order 647571 / Portal Request 20818, the TFC Minor Construction department has determined that your proposed project has a preliminary estimated budgetary amount of \$17,862.00. See Attachment A.

~~As we have an Interagency Contract with your agency 18-005-000, this Minor Construction project cost can be allocated to this IAC.~~

If you would like to proceed with the project please sign in the corresponding signature area below as approval to utilize the existing IAC.

Expenses will be based on the actual costs of the work for the Project. Services may include but not be limited to services required for research, pricing, estimate gathering, construction document development, and bid monitoring, coordination and evaluation services commenced by TFC as of the date of submission of this portal request. This proposal is based on available information provided to TFC by your Agency and shall remain valid for a period limited to 30 days from the date of this letter. Failure to approve this project within 30 days shall render this estimated budget null and void, and will result in your work order being closed.

Please note that payment is due upon receipt of the ITV (Interagency Transaction Voucher).

I authorize TFC to proceed with this project based on the budgetary amount stated above.

Richard Torres

Date: 8/17/18

Cc
Tc
Rk
Cw
Nm

Will Be Transferred to IAC. PMS.

Attachment A
Minor Construction

Work Order# 647571 **Estimate/Scope**
Portal Request: # 20818 **8/15/2018**
Building: P35A

Description	Qty	Item	Price	Amount
Misc. Materials				\$0.00
Electrical Materials				\$0.00
Total for Materials				\$0.00
HVAC				\$0.00
AV Fire Controls				\$0.00
Total for Contractors		Alpha Building Corporation		\$12,785.00
TFC Carpenter	0	Hr. @	\$63.00	\$0.00
TFC Electrician	0	Hr. @	\$63.00	\$0.00
TFC Controls	0	Hr. @	\$63.00	\$0.00
TFC Painter	0	Hr. @	\$63.00	\$0.00
Total for in house labor				\$0.00
Sub-subtotal				\$12,785.00
Project Coordination	40	Hr. @	\$63.00	\$2,520.00
Construction Contingency				\$2,557.00
Design Contingency				\$0.00
Subtotal				\$17,862.00
20% Accessible Route Corrections				\$0.00
Accessibility Plan Review Fee				\$0.00
TDLR Filing Fee				\$0.00
Assessibility Inspection Fee				\$0.00
Total				\$17,862.00

Scope per drawing dated :

Remove existing raised floor and railing by contractor per plan dated 07/13/18 in room 213 at P35A.
 Install new 11' x 8' ramp with new railing by contractor per plan in room 213.
 Patch and paint wall where raised flooring was removed by contractor in room 213.
 All boxes and furniture to be moved to the center of room 213 by customer.
 Work to be performed during regular business hours.

OK
RK
B-15-18

Chief
Robert D. Thomas

Commissioners
William Allensworth
Steve Alvis
Paul C. Jones
Mike Novak
Rigoberto Villarreal



Interim Executive Director
John S. Rait, P.F.

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

Date: June 11, 2018

From: Kirk Kuykendall, Minor Construction Manager

To: Melissa Applegate

Re: P35C - Replace existing carpet with Mohawk #978 Keen Gray carpet tiles on 1st floor, west wing.

After reviewing your request as described on Work Order 641670 / Portal Request 20903, the TFC Minor Construction department has determined that your proposed project has a preliminary estimated budgetary amount of \$41,100.00. See Attachment A.

~~As we have an Interagency Contract with your agency 18-005-000, this Minor Construction project cost can be allocated to this IAC.~~

If you would like to proceed with the project please sign in the corresponding signature area below as approval to utilize the existing IAC.

Expenses will be based on the actual costs of the work for the Project. Services may include but not be limited to services required for research, pricing, estimate gathering, construction document development, and bid monitoring, coordination and evaluation services commenced by TFC as of the date of this portal request. This proposal is based on available information provided to TFC by your Agency and shall remain valid for a period limited to 30 days from the date of this letter. Failure to approve this project within 30 days shall render this estimated budget null and void, and will result in your work order being closed.

Please note that payment is due upon receipt of the ITV (Interagency Transaction Voucher).

I authorize TFC to proceed with this project based on the budgetary amount stated above.

Melissa Applegate
Melissa Applegate
Date: *July 9, 2018*

Cc
Ao
Rk
Cw
Nm

Work Order: #641670
Portal Request: #20903
Building: P35-C

Attachment A
Minor Construction

Estimate/Scope
6/5/2018

Description	Qty	Item	Price	Amount
Misc. Materials				\$0.00
Total for Materials				\$0.00
Flooring				\$29,000.00
Total for Contractors				\$29,000.00
TFC Carpenter	0	Hr. @	\$63.00	\$0.00
TFC Electrician	0	Hr. @	\$63.00	\$0.00
TFC Painter	0	Hr. @	\$63.00	\$0.00
Total for in house labor				\$0.00
Sub-subtotal				\$29,000.00
Project Coordinator	100	Hr. @	\$63.00	\$6,300.00
Construction Contingency				\$5,800.00
Design Contingency				\$0.00
Subtotal				\$41,100.00
20% Accessible Route Corrections.				\$0.00
Total				\$41,100.00

Scope of work:

Replace existing carpet with Mohawk #978 Keen Gray carpet tiles on 1st floor, West wing per building plan.

All work to be done after hours/weekends.

Contractor to lift/move furniture as needed.

Note: This price does not include asbestos testing or abatement. If either is needed, all costs for testing and abatement will be borne by customer.

Customer to remove all equipment, computers, printers, telephones, and monitors from work area. Customer to remove all other items located on, in, under, or on top of furniture, including overhead bins. Customer to empty all bookcases, file cabinets, credenza etc, to boxes.

OK
RK
6-5-18

Chair
Robert D. Flonius

Commissioners
William Allensworth
Steve Alvis
Patti C. Jones
Mike Novak
Rigoberto Villarreal



Interim Executive Director
John S. Raff, P.E.

Mailing address
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

Date: August 17, 2018

From: Kirk Kuykendall, Minor Construction Manager

To: Richard Torres

Re: P35A – Add 20 dimmable light fixtures and lighting controls on the 3rd floor near cubicles 353-356.

After reviewing your request as described on Work Order 651998 / Portal Request 21149, the TFC Minor Construction department has determined that your proposed project has a preliminary estimated budgetary amount of \$15,391.43. See Attachment A.

~~As we have an Interagency Contract with your agency 18-005-000, this Minor Construction project cost can be allocated to this IAC.~~

If you would like to proceed with the project please sign in the corresponding signature area below as approval to utilize the existing IAC.

Expenses will be based on the actual costs of the work for the Project. Services may include but not be limited to services required for research, pricing, estimate gathering, construction document development, and bid monitoring, coordination and evaluation services commenced by TFC as of the date of submission of this portal request. This proposal is based on available information provided to TFC by your Agency and shall remain valid for a period limited to 30 days from the date of this letter. Failure to approve this project within 30 days shall render this estimated budget null and void, and will result in your work order being closed.

Please note that payment is due upon receipt of the ITV (Interagency Transaction Voucher).

I authorize TFC to proceed with this project based on the budgetary amount stated above.

Richard Torres

Date: 8/17/18

Cc *WD WILL BE TRANSFERRED TO IAC.*

Tw
Rk
Cw
Nm

Portal Request: # 21149
 Work Order: # 651998
 Building: P35A

ATTACHMENT A
Prepared by T.F.C.
Minor Construction
Preliminary pricing

Estimate/Scope
 Date:08/17/18

Material Description	Quantities	Item	Price	Amount
Box, Junction, 4" x 2-1/8" Deep	5	Ea.	\$1.50	\$7.50
Conduit, EMT, 1/2"	100	Ft.	\$0.25	\$25.00
Connector, EMT, Compression, Steel, 1/2"	11	Ea.	\$0.25	\$2.75
Cover, Metal, Blank, 4"	5	Ea.	\$0.60	\$3.00
Straps/Hardware	1	Ea.	\$300.00	\$300.00
Wire, Stranded, #12 THHN, Copper	330	Ft.	\$0.14	\$46.20
Coupling, EMT, Compression, Steel, 1/2"	10	Ea.	\$0.25	\$2.50
Cable, MC	150	Ft.	\$0.45	\$67.50
Fixtures, Light	20	Ea.	\$150.00	\$3,000.00
Controls, Lighting	1	Ea.	\$2,000	\$2,000.00
Gangable Box, 3" X 2" X 2.1/2"	1	Ea.	\$1.50	\$1.50
Connector, MC	10	Ea.	\$0.50	\$5.00
Sub Total for Materials				\$5,460.95
Contractor				\$0.00
Contractor				\$0.00
Sub Total for Contractors				\$0.00
TFC Carpenter	0	Hr. @	\$63.00	\$0.00
TFC Electrician	64	Hr. @	\$75.00	\$4,800.00
TFC Painter	0	Hr. @	\$63.00	\$0.00
Sub Total for In-House Labor				\$4,800.00
Sub Total				\$10,260.95
Project Coordination				\$2,052.19
Contingency				\$2,052.19
Design Contingency				\$1,026.10
Total				\$15,391.43
20% Accessible Route Corrections				\$0.00
Grand Total				\$15,391.43

Scope of Work:

Add 20 dimmable light fixtures and lighting controls on the third floor (near cubicles 353-356).
 This quote is based on a preliminary scope of work. Once sealed drawings have been released,
 a new quote will be sent based on the sealed drawings.

OK
 RK
 B-17-18