

**Subject:** TFC PIR No. 2022-039  
**Date:** Thursday, February 10, 2022 at 10:33:14 AM Eastern Standard Time  
**From:** Kimberly French  
**To:** AO Records  
**Attachments:** image001.png, OAG 10-Day Letter TFC PIR No. 2022-039 Requestor Copy.pdf

EXTERNAL SENDER

Some of documents responsive to your Public Information Request to the Texas Facilities Commission (“TFC”), TFC PIR No. 2022-039, have been uploaded to a OneDrive directory, due to our agency’s size limitations for email attachments. The OneDrive directory is accessible at the hyperlink:

[TFC PIR No. 2022-039](#)

This hyperlink will be active for thirty (30) calendar days. If this method of file sharing does not work for you, please advise so I may provide these documents through another application or method you prefer.

Some of the information you requested and provided contains a credit card, debit card, charge card, or access device number that is collected, assembled, or maintained by or for a governmental body. This information is confidential under Section 552.136 of the Texas Government Code. Our office is prohibited by law from releasing this information to you, and therefore we have removed this information from the enclosed information we are providing to you.

Normally, we must request a ruling from the Texas Attorney General (“OAG”) before we can withhold any of the information you requested. However, Section 552.136 allows us to withhold this specific information without requesting a ruling from the attorney general.

You have the right to appeal our decision to withhold this information from you. Instructions for appeal are at the end of this communication. If you do not want to appeal, you do not need to do anything else. Please note that we are only withholding the specific categories of information that are confidential under Section 552.136. We are processing the rest of your request for information in accordance with the terms of the Public Information Act.

Because of the extraordinarily high volume of potentially responsive documents encompassed by this request, our review of documents continues. If there are additional responsive documents that exist and are releasable, but have not been provided to you in the above-referenced OneDrive directory, we will provide the documents to you by close of business on Friday, February 18, 2022. If there are additional responsive documents that will be withheld from release, we will provide you with that notification, as well.

A portion of the documents you requested have been withheld from release, and a request for a decision

on withholding by the OAG has been requested. The OAG will issue a decision on whether Texas law requires TFC to release the records. Your copy of that request is attached.

Please let me know of any issues accessing the OneDrive directory or the attached pdf, or if you have any questions.

Thank you.

Cordially,  
Kim French  
Legal Services Division  
Texas Facilities Commission  
1711 San Jacinto Boulevard  
Austin, Texas 78701  
Telephone: (512) 463-3446

**How to appeal the withholding of information under Gov't Code section 552.136**

If you wish to appeal the withholding of information discussed on the previous page, you must send the following to the attorney general:

- 1) a signed, written statement indicating your wish to appeal the withholding of information;
- 2) the name of the governmental body that withheld information from you;
- 3) the date you made your original request for information; and
- 4) a copy of your original request for information, or if you are unable to provide a copy, a description of your original request for information.

You may also submit written comments stating why you think the information should be released to you, but you are not required to do so.

Send your appeal by mail to the attorney general at:

Open Records Division

P.O. Box 12548

Austin, Texas 78711-2548

Within forty-five business days after receiving all of the above-listed items necessary to file your appeal, the attorney general will issue a written ruling on the matter. You will receive a copy of this ruling in the mail.

**From:** [Meredith.Gray](#)  
**To:** [Rico.Gamino.Jr](#)  
**Cc:** [Gray.Kite](#)  
**Subject:** 2-00365 Questions  
**Date:** Tuesday, October 5, 2021 12:59:52 PM  
**Attachments:** [image001.png](#)  
[TX Border Inquiries Responses.pdf](#)

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## External: Beware of links/attachments

Good afternoon Mr. Gamino,

Please find attached our questions regarding the RFQ 2-00365 for the Design-Build Services for Texas Border Infrastructure.

Thank you,



**MEREDITH GRAY**

Proposal Specialist

**KIEWIT INFRASTRUCTURE CO. – Central District**

7770 Jefferson Street NE, Suite 101

Albuquerque, NM 87109

817-716-2408 cell | [meredith.gray@kiewit.com](mailto:meredith.gray@kiewit.com)

DATE: 11/22/21

TO: FIERRO, KRISTY  
FEDERAL SURPLUS PROPERTY DIVISION  
(FAX) 000-000-0000

FROM: Federal Acquisition Service / QSC

Dear SASP Approving Official:

Attached is a GSA Allocating Official (AO) electronically approved computer generated Transfer Order for Surplus Property.

Please coordinate pick up of your property items by contacting the Reporting activity or Property Custodian listed on the attached Transfer Order.

If you have any questions, you may contact either the GSA AO or the Reporting Activity listed in the Transfer Order.

TRANSFER ORDER (NUMBER: 48 2 9038 06)  
SURPLUS PERSONAL PROPERTY

To: General Services Administration:      Ordering Agency: Agency Bureau: 4757

GSA/FSS (9QSCB)  
PROPERTY MANAGEMENT DIVISION  
50 UNITED NATIONS PLAZA, RM 2570  
SAN FRANCISCO CA 94102

FEDERAL SURPLUS PROPERTY DIVISION  
2103 ACKERMAN ROAD  
SAN ANTONIO TX 78219

APO: SANDRA KLAR  
415-522-3041                      (FAX) 415-522-3043

HEGARTY, DENNIS  
512-418-6311  
FIERRO, KRISTY  
(FAX) 000-000-0000

Reporting Activity: Agency Bureau: 9715

Ship To:  
-----

DLA DS San Diego  
5255 WOMBLE STREET, B3642 SUITE 1

San Diego CA 92136

FEDERAL SURPLUS PROPERTY DIVISION  
2103 ACKERMAN ROAD  
SAN ANTONIO TX 78219

JANE SIMMONS  
619-348-7870                      (FAX) 760-725-3309

Shipping Instructions:  
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Location of Property:  
-----

N32.55569, W116.88473  
(STREET ADDRESS NOT AVAILABLE)

SAN DIEGO CA 92136

EZEQUIEL VASQUEZ  
915-490-8273                      (FAX) 760-725-3309

GSA APO Email : SANDRA.KLAR@GSA.GOV  
Screener Email : DENNIS.HEGARTY@TFC.TEXAS.GOV  
POC Email : DRMSSanDiegoDSR@DLA.MIL  
POC Email CC : DRMSSanDiegoDSR@DLA.MIL  
Custodian Email: DRMSSanDiegoDSR@DLA.MIL

The State agency agrees to the terms and conditions of this transfer as outlined in the SF 123 Certifications, Agreements, and Assurances certification document executed on 10/25/2019.

Ordering Agency Approval:  
Signature: Sd/- FIERRO, KRISTY  
Date: 11/22/2021  
Title: Approving Official

GSA Approval:  
Signature: Sd/- GOROSPE, SHARON  
Date: 11/22/2021  
Title: GSA Area Property Officer

Item Control No.	Stock No.	ITEM LIST	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
W50VBV 1274 T009	5670 DSBLDGCMP	BUILDING COMPONENTS, PREFABRICATED	1718	\$3,500.00	EA	A1	
SRD: 20NOV2021 Demil: A							Requisition No: 47749T 1326 D381

Grand Total for 1 Line(s): \$6,013,000.00

Exception to SF-123 approved by GSA Form Policy and Management, view the certification at [https://gsaccess.gov/htm/docs/SF123\\_Certification.pdf](https://gsaccess.gov/htm/docs/SF123_Certification.pdf).

**From:** [Richard Cellon](#)  
**To:** [ctrimble](#)  
**Cc:** [John Raff](#); [Pete Pazos](#); ["Riera, Alfonso"](#); [Bormann, Michael](#); [Ian Davis](#)  
**Subject:** A few issues  
**Date:** Thursday, December 16, 2021 12:15:04 PM

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## External: Beware of links/attachments

Craig,

Thanks to your team for the recent Posillico project photos and progress reports. Posillico seems to be making great strides, and Saturday looks like it will fulfill high expectations. As we approach the holiday period, I wanted to pulse you on several things that I know you're working on:

1. Holiday Work Schedules
  - a. What does the MBHZ work schedule look like during the holiday period (i.e. off on the 24<sup>th</sup> and 31<sup>st</sup>? Any other off days?)?
  - b. I also suspect some of the core team is taking vacation – can you share who and when, as well as who to contact in their absence?
  - c. What is the Posillico holiday work schedule?
2. TBI Program Schedule Updates
  - a. Will the Master Schedule be routinely updated on a specific day, or at the beginning or end of each month?
  - b. Will the 3-week Lookahead Schedule typically be updated at the beginning or end of the week? We haven't received an update since 12/3.
3. TBI Program Budget – we still haven't seen a baseline program budget. I recognize there are many unknowns and numbers that will be refined as the program matures, but we should make assumptions where necessary and use best-guess estimates or historical data as plug numbers until able to refine. When do you expect to deliver the initial baseline? Is that the January 11<sup>th</sup> date referenced in the Weekly Update Agenda?
4. Still waiting to see the Issues Tracking Report.

From your weekly update on Tuesday, I understand land access issues have moved Project #2's DCP issuance into February, and that your team is going back to the drawing board on Projects #3 and #4.

Pete provided AI some initial feedback on the draft Playbook earlier today, and as you know, we're also expecting feedback from TFC staff and several of the Commissioners.

Please don't hesitate to let me know if there's anything you need from me.

Best regards,  
Rich

Richard Cellon, PE  
(m) 240-620-9305

### **THE BROADDUS COMPANIES**

*We exist to advocate for owners and dramatically improve the building process*

## Kimberly French

---

**From:** John Raff  
**Sent:** Sunday, November 14, 2021 8:20 PM  
**To:** Gilbert Brindley  
**Subject:** RE: A/E Name

Many thanks.

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** Gilbert Brindley <gbrindley@posillico.com>  
**Sent:** Sunday, November 14, 2021 12:54 PM  
**To:** John Raff <John.Raff@tfc.texas.gov>; Martin Blair <martin.blair@tfc.texas.gov>  
**Subject:** RE: A/E Name

### External: Beware of links/attachments

Here you go John.

**Dennis E. Miller, P.S.** | *Vice President*  
Civil & Environmental Consultants, Inc.  
120 Genesis Boulevard, Bridgeport, WV 26330  
[dmiller@cecinc.com](mailto:dmiller@cecinc.com)  
**direct** 304.848.7102 **office** 304.933.3119 **mobile** 304.844.1169  
[www.cecinc.com](http://www.cecinc.com)

We are working through pricing tomorrow morning to finalize and get out to you before noon.

I've also got the comments from legal back, so I'll consolidate comments and send you comments/requested revisions.

Gil

**Gilbert S Brindley, P.E.** | *Director, New Business Initiatives*

**Posillico**  
50 S. Center Street, Unit 7 | Orange, NJ 07050  
**P** 631.622.5906  
**C** 631.624.1114  
[www.posillico.com](http://www.posillico.com)



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**From:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>  
**Sent:** Saturday, November 13, 2021 2:58 PM  
**To:** Gilbert Brindley <[gbrindley@posillico.com](mailto:gbrindley@posillico.com)>; Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Subject:** A/E Name

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Gil,

Can you provide official name and address and phone number for your engineer of record. Also email contact.

Thanks,

John S. Raff, P.E.

Deputy Executive Director

Facilities Design & Construction

Texas Facilities Commission

V [\(512\) 463-3567](tel:(512)463-3567), F [\(512\) 236-6174](tel:(512)236-6174)

Email: [John.Raff@TFC.State.TX.US](mailto:John.Raff@TFC.State.TX.US)

## Kimberly French

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**From:** Smith, Martin <Martin.Smith@mbakerintl.com>  
**Sent:** Monday, November 8, 2021 3:59 PM  
**To:** John Raff  
**Subject:** Accepted: EXTERNAL: Texas Border Infrastructure Project

External: Beware of links/attachments

**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: TBI Update

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**From:** [Angelo Spata](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: [EXTERNAL] Southwest Valley Interview - RFQ 303-2-00365 DB for Border Infrastructure  
**Start:** Thursday, October 28, 2021 2:30:00 PM  
**End:** Thursday, October 28, 2021 3:30:00 PM  
**Location:** <https://us02web.zoom.us> [REDACTED]

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External: Beware of links/attachments

**From:** [Kohlby, Sasich](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: [EXTERNAL] Southwest Valley Interview - RFQ 303-2-00365 DB for Border Infrastructure  
**Start:** Thursday, October 28, 2021 2:30:00 PM  
**End:** Thursday, October 28, 2021 3:30:00 PM  
**Location:** <https://us02web.zoom.us> [REDACTED]

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External: Beware of links/attachments

**From:** [Kohlby, Sasich](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: [EXTERNAL] Southwest Valley Interview - RFQ 303-2-00365 DB for Border Infrastructure  
**Start:** Thursday, October 28, 2021 2:30:00 PM  
**End:** Thursday, October 28, 2021 3:30:00 PM  
**Location:** <https://us02web.zoom> [REDACTED]

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External: Beware of links/attachments

**From:** [Steve Bennett](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: BFBC of Texas Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 4:00:00 PM  
**End:** Friday, October 29, 2021 5:00:00 PM  
**Location:** <https://us02web.zoom.> [REDACTED]

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External: Beware of links/attachments

**From:** [Paul Rizzo](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: BFBC of Texas Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 4:00:00 PM  
**End:** Friday, October 29, 2021 5:00:00 PM  
**Location:** <https://us02web.zoom.us/j/91911111111>

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External: Beware of links/attachments

**From:** [Dan Barton](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: BFBC of Texas Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 4:00:00 PM  
**End:** Friday, October 29, 2021 5:00:00 PM  
**Location:** <https://us02web.zoom.us/> [REDACTED]

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External: Beware of links/attachments

**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: Border Wall Discussion

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: Call btwn Rich Cellon and John Raff

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**From:** [John Raff](#)  
**To:** [Scot Sanders](#)  
**Subject:** Accepted: Debrief- Posillio Initial Call

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: Discuss Kickoff Mtg Logistics

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: Discuss Kickoff Mtg Logistics

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: Discussion of Excess Federal Materials

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**From:** [Garced, Greg](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: EXTERNAL: BFBC of Texas LLC Interview - RFQ 303-2-00365  
**Start:** Friday, October 29, 2021 4:00:00 PM  
**End:** Friday, October 29, 2021 5:00:00 PM  
**Location:** Online Zoom Meeting

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External: Beware of links/attachments

**From:** [Garced, Greg](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: EXTERNAL: Fisher Sand & Gravel Interview - RFQ 303-2-00365  
**Start:** Thursday, October 28, 2021 1:00:00 PM  
**End:** Thursday, October 28, 2021 2:00:00 PM  
**Location:** Zoom Meeting

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External: Beware of links/attachments

**From:** [Smith, Martin](#)  
**To:** [John Raff](#)  
**Subject:** Accepted: EXTERNAL: Posillico - Introductions and Preliminary Negotiations

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External: Beware of links/attachments

**From:** [Garced, Greg](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: EXTERNAL: Posillico Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 10:00:00 AM  
**End:** Friday, October 29, 2021 11:00:00 AM  
**Location:** Online Zoom Meeting

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External: Beware of links/attachments

**From:** [Smith, Martin](#)  
**To:** [John Raff](#)  
**Subject:** Accepted: EXTERNAL: Posillico Negotiation 3

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External: Beware of links/attachments

**From:** [Smith, Martin](#)  
**To:** [John Raff](#)  
**Subject:** Accepted: EXTERNAL: Posillico Negotiation

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External: Beware of links/attachments

**From:** [Garced, Greg](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: EXTERNAL: SLSCO Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Thursday, October 28, 2021 4:00:00 PM  
**End:** Thursday, October 28, 2021 5:00:00 PM  
**Location:** Online Zoom Meeting

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External: Beware of links/attachments

**From:** [Garced, Greg](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: EXTERNAL: Southwest Valley Constructors - RFQ 303-2-00365  
**Start:** Thursday, October 28, 2021 2:30:00 PM  
**End:** Thursday, October 28, 2021 3:30:00 PM  
**Location:** Online Zoom Meeting

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External: Beware of links/attachments

**From:** [Dave Peterson](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Fisher Sand & Gravel Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Thursday, October 28, 2021 1:00:00 PM  
**End:** Thursday, October 28, 2021 2:00:00 PM  
**Location:** [https://us02web.zoom.us/██](https://us02web.zoom.us/j/██)

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External: Beware of links/attachments

**From:** [Emily Young](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Fisher Sand & Gravel Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Thursday, October 28, 2021 1:00:00 PM  
**End:** Thursday, October 28, 2021 2:00:00 PM  
**Location:** <https://us02web.zoom.us/> [REDACTED]

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**From:** [Emily Young](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Fisher Sand & Gravel Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Thursday, October 28, 2021 1:00:00 PM  
**End:** Thursday, October 28, 2021 2:00:00 PM  
**Location:** <https://us02web.zoom.us/j/91811541000>

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**From:** [Reynold Kraft](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: FW: Posillico Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 10:00:00 AM  
**End:** Friday, October 29, 2021 11:00:00 AM  
**Location:** <https://us02web.zoom.us> [REDACTED]

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: MBHZ TBI Weekly Update

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted:

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**From:** [Miller, Dennis](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Posillico Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 10:00:00 AM  
**End:** Friday, October 29, 2021 11:00:00 AM  
**Location:** <https://us02web.zoom.us> [REDACTED]

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External: Beware of links/attachments

**From:** [Alejandro Toscano](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Posillico Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Friday, October 29, 2021 10:00:00 AM  
**End:** Friday, October 29, 2021 11:00:00 AM  
**Location:** [https://us02web.zoom.us/██](https://us02web.zoom.us/j/██)

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External: Beware of links/attachments



**From:** [Richard Cellon](#)  
**To:** [John Raff](#)  
**Subject:** Accepted: Program Manager Executive Orientation

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External: Beware of links/attachments

**From:** [William Sullivan](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: SLSCO Interview - RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Thursday, October 28, 2021 4:00:00 PM  
**End:** Thursday, October 28, 2021 5:00:00 PM  
**Location:** [https://us02web.zoom.us/██](https://us02web.zoom.us/j/██)

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External: Beware of links/attachments

**From:** [Bormann, Michael](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Southwest Valley Constructors - RFQ 303-2-00365  
**Start:** Thursday, October 28, 2021 2:30:00 PM  
**End:** Thursday, October 28, 2021 3:30:00 PM  
**Location:** Online Zoom Meeting

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External: Beware of links/attachments

**From:** [John Raff](#)  
**To:** [Pete Pazos](#)  
**Subject:** Accepted: TBI D-B RFQ (Evaluation Team Meeting)

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: TBI Program Update

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**From:** [Richard Cellon](#)  
**To:** [John Raff](#)  
**Subject:** Accepted: TBI RFQ for DB Steps/Phases

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External: Beware of links/attachments

**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: TBI Update

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**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: TBW discussion

---

**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: TBW Program Update

---

**From:** [John Raff](#)  
**To:** [Richard Cellon](#)  
**Subject:** Accepted: TBW update/discussion

---

**From:** [John Raff](#)  
**To:** [Scott Broaddus](#)  
**Subject:** Accepted: TFC - Broaddus Engagement Discussion

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**From:** [John Raff](#)  
**To:** [Scot Sanders](#)  
**Subject:** Accepted: TFC Discussions

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**From:** [John Raff](#)  
**To:** [Scot Sanders](#)  
**Subject:** Accepted: TFC RFQ Initial Call

---

**From:** [Ben Schoonover](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Vendor Debrief - Fisher Sand & Gravel: RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Tuesday, December 7, 2021 3:00:00 PM  
**End:** Tuesday, December 7, 2021 3:30:00 PM  
**Location:** <https://us02web.zoom.us> [REDACTED]

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**From:** [Emily Young](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Accepted: Vendor Debrief - Fisher Sand & Gravel: RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Start:** Tuesday, December 7, 2021 3:00:00 PM  
**End:** Tuesday, December 7, 2021 3:30:00 PM  
**Location:** [https://us02web.zoom.us/██](https://us02web.zoom.us/j/██)

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External: Beware of links/attachments

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## Kimberly French

---

**From:** John Raff  
**Sent:** Thursday, November 18, 2021 12:28 PM  
**To:** Lee Kaplan  
**Subject:** Accepted: Pre-Kickoff Meeting - TFC Border Wall

**From:** [Pete Pazos](#)  
**To:** [Veronica Perez](#)  
**Cc:** [John Raff](#)  
**Subject:** Attending the 10 NOV 21 Monthly Executive Texas Border Infrastructure Meeting in Person  
**Date:** Tuesday, November 9, 2021 11:07:33 AM

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**External: Beware of links/attachments**

Veronica

Hope all is well. Just sending a note to let you know I plan to be in Austin tomorrow to attend the Monthly Border Infrastructure Meeting in person. I will be in Austin all of tomorrow and will gladly set time to talk to Mike if his schedule supports (I know there are many iron in the fire) - just let me know.

I do not plan on having a vehicle, so the only support will be to get access to the building. I can contact Sarita once I arrive ahead of the 10AM meeting.

Best regards,

Pete

Rafael "Pete" Pazos  
Senior Operations Manager  
Broaddus and Associates  
571-364-3286

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Kent, Monica](#)  
**Cc:** [John Hickson](#)  
**Subject:** Availability for Thursday's Commission Meeting  
**Date:** Monday, September 13, 2021 1:56:00 PM

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Craig, Monica,

I need one of you available to answer any questions the Commission may have about your team and company for our meeting. I only need one of you. Can y'all determine that or if someone else and let John Hickson know who is copied on this email? We will send you an invite to the meeting. You'll probably be in a waiting room and emitted to the meeting when and if needed. Many times they simply want to put a face to the contract approval.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

**From:** [John Raff](#)  
**To:** [Gilbert Brindley](#); [Trimble, Craig](#); [Richard Cellon](#); ["Riera, Alfonso"](#); [Pete Pazos](#)  
**Cc:** [Wagner, Derick](#)  
**Subject:** Canceled: Border Infrastructure  
**Importance:** High

---

TFC FDC is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/██>

Meeting ID: ██████████

One tap mobile

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+12532158782,,84946365326# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

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+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC) Meeting ID: ██████████ Find your local number: <https://us02web.zoom.us/j/██>

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Bormann, Michael](#); [Smith, Martin](#); [Richard Cellon](#); [PPazos@broaddususa.com](mailto:PPazos@broaddususa.com); [Gilbert Brindley](#)  
**Cc:** [Lee Kaplan](#); [John Trotta](#); [Rick Silva](#); [Pete Pazos](#)  
**Subject:** Canceled: Posillico Negotiation - Proposal  
**Importance:** High

---

TFC FDC is inviting you to a scheduled Zoom meeting.

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<https://us02web.zoom.us/> [REDACTED]

Meeting ID: [REDACTED]

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+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: [REDACTED]

[REDACTED]zoom.us/j/kpypf03yz

## Kimberly French

---

**Subject:** Canceled: Posillico Negotiation - Proposal

**Location:** <https://us02web.zoom.us/> [REDACTED]

**Start:** Tue 11/16/2021 12:30 PM

**End:** Tue 11/16/2021 1:30 PM

**Show Time As:** Free

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** John Raff

**Required Attendees:** Trimble, Craig; Bormann, Michael; Smith, Martin; Richard Cellon; PPazos@broaddususa.com; Gilbert Brindley

**Optional Attendees:** Lee Kaplan; John Trotta; Rick Silva; Pete Pazos

**Importance:** High

TFC FDC is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/> [REDACTED]

Meeting ID: [REDACTED]

Passcode: 1 [REDACTED]

One tap mobile

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+16699006833,,84522201011# US (San Jose)

Dial by your location

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+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

[REDACTED] [us02web.zoom.us/j/91015520000](https://us02web.zoom.us/j/91015520000)

**From:** [Scot Sanders](#)  
**To:** [John Raff](#); [Richard Cellon](#)  
**Cc:** [Vince Yauger](#); [James Broaddus](#)  
**Subject:** Draft Scoring Matrix -procurement sensitive  
**Date:** Friday, August 20, 2021 2:48:47 PM  
**Attachments:** [TFC Scoring Matrix Draft Final.xlsx](#)

---

## External: Beware of links/attachments

Good afternoon John,

As mentioned before, here is a draft Scoring Matrix for potential use by evaluators. The Categories/sub categories are right out of the RFP. The sub category recommended points are not in the RFP, so these are just our initial thoughts. Can be modified as you see fit.

The idea would be for each evaluator to document their respective thoughts and recommended scoring for each proposal individually.

We could potentially aggregate the scores of each on a summary Tab for later executive review.

Very respectfully,

Scot  
Scot T. Sanders, PE, CEM  
Chief Operating Officer  
903-802-3984 | [ssanders@broaddususa.com](mailto:ssanders@broaddususa.com)

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O					
1					DRAFT	<b>Texas Facilities Commission Program Management Svcs for TBW RFP - #303-1-02423</b>														
2																				
3																				
4																				
5	<b>Respondent Information</b>																			
6	Contact Name																			
7	Local Office Address																			
8																				
9																				
10	Email																			
11	Local Office Phone																			
12	Mobile Phone																			
13	<b>Item</b>	<b>Criteria Item</b>				<b>Points</b>														
14	<b>1</b>	<b>Project Team</b>				<b>20</b>	<b>0</b>					<b>0</b>								
15		Organization Chart (key personnel)				4														
16		Resumes & Responsibilities				6														
17		Previous team members collaboration				6														
18		Supporting Office Locations				2														
19		Response Plan				2														
20	<b>2</b>	<b>Relevant Team Experience:</b>				<b>15</b>	<b>0</b>					<b>0</b>								
21		Previous Federal border wall experience				5														
22		Five relevant projects w/i last 10 yrs				2														
23		Five projects schedules and variance				2														
24		Five projects budgets and variance				2														
25		Add'l projects comparable scope				2														
26		Proposed subs in HUB Plan @ or >15%				2														
27	<b>3</b>	<b>Methodology / Management Approach</b>				<b>25</b>	<b>0</b>					<b>0</b>								
28		Process to develop Statement of Work				2														
29		Staff sizing, roles/responsibilities, resources				5														
30		Development of project control plan				4														
31		Opportunities for rapid delivery				4														
32		Innovation				5														
33		Consultant and contractors coordination				2														
34		PMIS Implementation				2														
35		Distinguishing information				1														
36	<b>4</b>	<b>Land Access Plan</b>				<b>20</b>	<b>0</b>					<b>0</b>								
37	<b>5</b>	<b>Quality Assurance / Quality Control</b>				<b>10</b>	<b>0</b>					<b>0</b>								
38		Quality Plan and Representative				5														
39		Flow chart				2														
40		Firm's Policies				3														
41	<b>6</b>	<b>Compensation and Fees</b>				<b>10</b>	<b>0</b>					<b>0</b>								
42		<b>Total Score</b>				<b>100</b>	<b>0</b>					<b>0</b>								
43		Ranking																		
44																				



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2	* Procurement Sensitive	
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
45		<b>Additional Considerations</b>				<b>Pass/Fail</b>										
46		Litigation														
47		References														
48		HSP Plan														

	A	B	C	D	E	F
1						
2						
3	HIDE OR DELETE COLUMN					
4			Respondent A			
5	6, c, ii	<b>Relevant Experience &amp; Qualifications</b>	<b>35</b>	<b>0</b>		
6	6, c, ii, bullet 1	Proposed Project Team Members SUBTOTAL	20	0		
7	6, c, ii, a	Organizational chart for key personnel	4			
8	6, c, ii, b	Resumes for ea. team member & responsibilities	4			
9	6, c, ii, c	Education, experience, etc. of team members working together & firms experience with all subconsultants proposed	4			
10	6, c, ii, d	Qualification: List all PM/CM projects and relevance to ensure successful execution of this project	4			
11	6, c, ii, bullet 2	Location				
12	6, c, ii, bullet 2, a	Company ofc location that will directly support	2			
13	6, c, ii, bullet 2, b	How responsive service will be provided	2			
14	6, c, ii, bullet 3	Relevant Firm Experience SUBTOTAL	15	0		
15	6, c, ii, bullet 3, a	Qualification Form	1			
16	6, c, ii, bullet 3, b	Past Federal border wall programs experience. Examples of lessons learned and approaches applied for overcoming obstacles. Ref: f, i-iii: Highlight process, budget & schedule optimization; HUB outreach; working w/ location AHJ's to maintain schedule	2			
17	6, c, ii, bullet 3, c	Five most relevant project within last 10 yrs. Include original & final durations with locations and cause where variance of 5% or more occurred. Ref: f, i-iii: Highlight process, budget & schedule optimization; HUB outreach; working w/ location AHJ's to maintain schedule	2			
18	6, c, ii, bullet 3, d	Same 5 projects: Provide awarded and final budget. Include cause where variance of 5% or more occurred	2			
19	6, c, ii, bullet 3, e, i - xiv	Other past or current pertinent projects of comparable scope. i. Technically complicated with multiple facilities in both urban and rural areas. ii. Projects including various levels of state government, utility, & AHJ's. iii. Project involving extensive environmental planning & mitigation, NEPA experience & IBWC. iv. Experience fast tracking projects. v. Coordination of complex projects. vi. Coordination of remote projects with limited or no utilities/support infrastructure. vii. Coordinating new or expansion of utility services (i.e. elec, IT, etc.) viii. Experience with large urban developments, site planning & controls. ix. Project experience in highly visible public areas & along traffic corridors. x. Programming & planning of projects multi phased and various locations as part of a complete program. xi. Developing best value and efficiency plan for land access and right of ways. xii. Experience developing alternative financing plans. xiii. Experience with A/E, other consultants, contractors, etc. xiv. Distinguish your firm / team from others.	5			
20	6, c, ii, bullet 3, g	Proposed subs included in HUB Plan at 15% or more of project	3			
21	6, c, iii, bullet 1	<b>Proposed Methodology / Management Approach: Outline of firm's process to implement requirements of the RFP Scope of Work into a finished project. How firm will approach &amp; develop various design and agency coordination challenges into one achievable, compliant, &amp; coherent program.</b>	<b>25</b>	<b>0</b>		
22	6, c, iii, bullet 1, a	Processes and techniques utilized to understand Statement of Work	2			
23	6, c, iii, bullet 1, b	Staff sizing and identification of roles & responsibilities of team and resources	1			
24	6, c, iii, bullet 1, c	Development of land access plan	4			
25	6, c, iii, bullet 1, d	Development of a project control plan	4			
26	6, c, iii, bullet 1, e	Identify opportunities to streamline rapid delivery of individual projects & overall program	4			
27	6, c, iii, bullet 1, f	Identify opportunities for quality, cost and schedule	5			
28	6, c, iii, bullet 1, g	Coordination with consultants and contractors	2			
29	6, c, iii, bullet 2	Capability & methodology to implement program management information system (PMIS) for monitoring and tracking projects & program	2			

TX-TFC-21-1697-A-000063

	A	B	C	D	E	F
30	6, c, iii, bullet 3	Additional information re: methodology that distinguishes firm from others	1			
31	6, c, iv	<b>Land Acquisition Plan: Description of firm's plan to secure property rights required to complete construction on public and privately owned land</b>	20			
32	6, c, v	<b>Quality Assurance Program</b>	10	0		
33	6, c, v, bullet 1	Description of firm's quality program include name and title of individual who oversees program.	2			
34	6, c, v, bullet 2	Process flow chart include quality requirements & means of measurement	5			
35	6, c, v, bullet 3	Firm's policy re: QC processes such as ISO 9001 for adherence to budget, quality, safety & schedule	3			
36	6, c, vi	<b>Compensation and Fees: Ref. Attach D. Note, Respondent may not add qualification, conditions, exceptions, variations, or additional items to the proposal, or otherwise modify pricing structure in any manner. May result in rejection.</b>	10			
37						
38		<b>TOTALS</b>	100	0		
39						
40				Pass/Fail		
41		References				
42		Litigation				
43		HSP Plan				
44						
45						
46						
47						
48	6, c, ii, bullet 3, f: Included in 3, b & c					

**From:** [Martin Blair](#)  
**To:** [Stephen Foster](#); [Steven Halpin](#); [John Raff](#)  
**Cc:** [Lia Edwards](#)  
**Subject:** F Y I ---- TFC Contract No. 12-112-000  
**Date:** Sunday, November 21, 2021 7:49:41 AM  
**Attachments:** [Posillico TFC Contract No. 22-112-000.pdf](#)

---

Sunday morning and still nothing. I checked JUNK MAIL too.

I am going to be out of pocket most of today. If it does come back someone please text me.

MVB

---

**From:** Steven Halpin <Steven.Halpin@tfc.texas.gov>  
**Sent:** Friday, November 19, 2021 8:00 PM  
**To:** Gilbert Brindley <gbrindley@posillicoinc.com>; Danielle Volpe <dvolpe@posillicoinc.com>  
**Cc:** John Raff <John.Raff@tfc.texas.gov>; Martin Blair <martin.blair@tfc.texas.gov>; Stephen Foster <Stephen.Foster@tfc.texas.gov>; Lia Edwards <Lia.Edwards@tfc.texas.gov>  
**Subject:** TFC Contract No. 12-112-000

Attached for final review is the D-B Contract. As soon as we receive your approval Martin Blair will enter into docusign. Your certificate of insurance has been approved subject to completion of the cyber requirement. When signed John Raff will issue the notice to proceed, and I will notify the GLO accordingly. Thank you for your efforts.

Steven E. Halpin  
Deputy General Counsel

Board Certified, Commercial Real Estate  
Texas Board of Legal Specialization

Cell: 737-704-7755

Texas Facilities Commission  
1711 San Jacinto Blvd.  
Austin, Texas 78701  
or  
P.O. Box 13047  
Austin, Texas 78711-3047



**DESIGN-BUILD SERVICES AGREEMENT**

**THE TEXAS FACILITIES COMMISSION AND**

**POSILICO CIVIL, INC.**

**FOR**

**DESIGN-BUILD SERVICES FOR TEXAS BORDER INFRASTRUCTURE (TBI)**

**TFC CONTRACT NO. 22-112-000**

**RFQ NO. 303-2-00365**

**PROJECT NO. 22-003-2535**

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**EXHIBITS.** The following exhibits are attached to this Agreement and fully incorporated herein by reference:

- Exhibit A. 2015 Uniform General Conditions
- Exhibit B. 2018 Supplementary General Conditions|
- Exhibit C. Special Conditions of this Agreement (if any)
- Exhibit D. Design-Build Proposal
- Exhibit E. Intentionally Omitted
- Exhibit F. Criminal Background Check and Application Guidelines
- Exhibit G-1. HUB Subcontracting Plan Form
- Exhibit G-2. Progress Assessment Reports Form
- Exhibit H. Project Insurance Requirements
- Exhibit I. Intentionally Omitted
- Exhibit J-1. Form of Performance Bond
- Exhibit J-2. Form of Payment Bond
- Exhibit K. A/E Design Guidelines
- Exhibit L. Intentionally Omitted

**AGREEMENT BETWEEN  
THE TEXAS FACILITIES COMMISSION AND  
DESIGN-BUILD FIRM**

This Design-Build Agreement (this “**Agreement**”) is made as of the Effective Date, by and between:

**THE TEXAS FACILITIES COMMISSION (“TFC”)**, an agent of the State of Texas  
1711 San Jacinto Boulevard  
Austin, Texas 78701

as “**Owner**” (as is defined in UGC Section 1.28), and

the **Design-Build Firm (the “DB” or “Design-Build Firm”)**:

Posillico Civil, Inc.  
9811 South IH 35, Building 6 Suite 100  
Austin, Texas 78744  
Phone: (631) 624-1114

for the following **Project (the “Project”)**:

Design-Build Services for Texas Border Infrastructure (TBI)  
RGV-09A-1  
Starr County, Texas

**Project Architect/Engineer (the “A/E”)**:

Civil & Environmental Consultants, Inc.  
120 Genesis Boulevard  
Bridgeport, West Virginia 26330  
Phone: (303) 848-7102

TFC and DB agree as follows:

## ARTICLE 1. DEFINITIONS

Unless specifically provided otherwise, all words and phrases in this Agreement in initial caps shall have the meanings set out in this Article 1. All undefined and capitalized terms used herein shall have the meaning given to them in the UGC. In the event of any conflict between the definitions in the UGC, the 2018 *Supplementary General Conditions* (the “**Supplementary General Conditions**”), and the Special Conditions, or in any other document that is referenced herein and incorporated for all purposes, and the definitions in this Agreement, the definitions used in this Agreement shall control.

**Agreement** means this agreement between TFC and Design/Build Contractor whereby Design Build Contractor agrees to provide Preconstruction Services, Design Services, and Construction Services for the Project in order to fully complete the Work as set forth herein and in the Contract Documents, as modified by the parties and executed below, together with the Exhibits listed herein and attached hereto.

**Applicable Law or Law(s)** means any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders now in force or hereafter enacted by Authorities Having Jurisdiction, relating to or affecting the Project or arising from this Agreement, including those governing labor, equal employment opportunity, safety, and environmental protection, and further including (i) applicable building, fire, and life safety codes and zoning requirements of Authorities Having Jurisdiction; (ii) accessibility laws, codes, and ordinances including but not limited to the Texas Accessibility Standards of the Architectural Barriers Act, *Tex. Gov't. Code Ch. 469*, Elimination of Architectural Barriers, and the Americans with Disabilities Act of 1990 (*42 U.S.C. § 12181*); (iii) occupational safety acts and requirements applicable to the Project, including United States Occupational Safety and Health Administration (“**OSHA**”) requirements and related federal and state regulations; (iv) requirements under Title VII of the Civil Rights Act of 1964, as amended; (v) requirements of the Fair Labor Standards Act and applicable state wage and hour laws including *Tex. Gov't. Code § 2258.001 et seq.*; (vi) Environmental Laws, including all storm water, street, utility, and other related infrastructure requirements, (vii) all requirements related to the use, removal, storage, transportation, disposal and remediation of Hazardous Materials; and (viii) any other applicable local, state or federal laws respecting the Project.

**Authority Having Jurisdiction** shall have the meaning set forth in UGC Section 1.5.

**A/E** shall have the meaning set forth in UGC Section 1.4.

**A/E Guidelines** means the TFC 2018 Architectural/Engineering Guidelines Edit Date March 19, 2018, attached hereto and incorporated herein for all purposes as “**Exhibit K**”.

**Baseline Schedule** means the initial time schedule of Work for the entire Project prepared by the DB in accordance with the requirements set forth in UGC Section 1.6.

**Bid Bond** has the same meaning as Security Bond as described in UGC Sections 5.1 and 5.1.2, and shall be in the form of an approved surety bond, cash, or other immediately available funds.

**Budget** means the preconstruction, design, and construction budget for the Project as set out in the RFQ, and as may be amended from time to time by TFC.

**Bridging Documents** means documents that consist of procurement and contracting requirements, planning criteria (technical services and functional requirements), specifications, performance requirements, standards, and preliminary drawings organized in accordance with a standard classification system that convey design and construction requirements and convey the scope, quality and intent of the project to Design-Build teams bidding the project.

**C&A** means any and all clarifications and/or assumptions made by DB in the preparation of its DB's Proposal, as defined below, to supplement the information provided by TFC as contained in the Drawings, as defined in UGC Section 1.22, and Specifications, as defined in UGC Section 1.41.

**CAD** means AutoCAD DWG format.

**Certificate of Substantial Completion** means the certificate as defined in UGC Section 1.8, signed by the DB, PMF, A/E, and TFC establishing the date of Substantial Completion, as defined in UGC Section 1.44, for the applicable part of the Work and identifying responsibilities for security and maintenance as set out in UGC Section 12.1.1.2.

**Close-Out Documents** has the same meaning as defined in UGC Section 1.10 and includes the DB's marked-up "as-builts" and Record Drawings.

**Communication Protocol** means the communication and tracking procedures to be utilized for interaction and reporting between TFC, A/E, DB, and its Subcontractors, including but not limited to, the use of any EPMCS, as defined herein, utilized by TFC for the Project.

**Consultant** means a person or entity providing professional services for the DB directly, or by or through the A/E, for all or a portion of the Work. "Consultant" is referred to throughout the Contract Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**Construction Administration Services** are those certain services provided by A/E pursuant to its agreement with DB and upon issuance of the Design-Build Proposal, if any, to assist in the administration of the Work under the Design-Build Proposal as further described in Section 8.3 and as otherwise expressly provided in the Contract Documents.

**Construction Documents** means, collectively, the Drawings, Specifications, details, and other documents prepared by the DB or its Consultants, by or through the A/E or its Consultants, and by TFC's other consultants that describe the scope and quality of the Project and the materials, supplies, equipment, systems, and other elements required for the Work that are acceptable to TFC.

**Construction Services Fee or "DB Fee"** means, subject to the provisions of UGC Section 11.8, the total amount to be paid to DB for its performance of the Construction Services including profit, main office and other overhead and costs not allocated to the Cost of the Work.

**Construction Services** means the coordination, implementation and execution of the construction of the Work for the Project required by the Contract Documents, and as further described in Article 8.

**Contract Documents** are identified in Article 2.1.

**Contract Sum** means the Stipulated Sum and is the lump sum, fixed price compensation to which the DB agrees for timely delivery of all services, labor, materials and the Work, described in the agreement.

**Cost Estimate(s)** means the cost estimates prepared by DB at various stages of the Preconstruction Phase Services of the Project.

**Day** is defined in UGC Section 1.20. and includes the plural, "Days".

**DB Project Manager** means the individual designated by DB, and approved by TFC, as the contact

person with specific authority to supervise and direct the duties and responsibilities of the DB, pursuant to the terms and conditions of this Agreement, and who shall have decision-making authority to bind the DB with respect to the performance of the Work.

**DB's Proposal** is that certain price proposal by the DB to TFC that includes necessary cost and pricing and basis information as required in Section 5.2 herein and recommends a Guaranteed Maximum Price for the construction of the Project.

**Deliverables** means any and all Drawings, Specifications, photos, designs, studies, sketches, computer programs, reports, and other Design Services, which are specified to be delivered by DB pursuant to the terms of this Agreement.

**Design-Build Firm or "DB"** means that entity designated on the cover page of this Agreement who shall, subject to the provisions of UGC Section 1.21, provide the Preconstruction, Design, and Construction Services as set forth in this Agreement. The terms "Design-Build Firm" or "DB" are interchangeable with each other and with the term "Design-Build firm" other similar terms used in the various parts of the Contract Documents, including the UGC.

**Design Services** means all (i) professional architectural services and/or (ii) professional engineering services as defined in *Tex. Gov't. Code § 2254.002* necessary or required to be performed in order for the DB to fully perform the Work under this Agreement. DB is responsible for Design Services; however, they will be performed by or through the A/E or such other separate design professional consultants retained by the DB with TFC's prior written consent.

**Design Services Fee** means the fixed, lump sum fee for Design Services to be performed by DB as set forth in Section 4.3.2 herein.

**Design Program** means the overall goals and design objectives of the Project, the aesthetic considerations, and the functional requirements including allocations of space with uses and adjacency relationships for all areas/spaces, operational objectives and such standards of design that TFC may require for all architectural and engineering disciplines in the design and construction of the Project, and shall include the A/E Design Guidelines.

**Drawings** means the plans, drawings, profiles, cross-sections, and supplemental drawings, or reproductions thereof, prepared by the A/E and approved by TFC, which show the locations, character, dimensions, and details of the Work for the Project.

**Environmental Laws** means any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, as may be amended from time to time including: (i) the Resource Conservation and Recovery Act of 1976 ("**RCRA**") (42 U.S.C. § 6901 et seq.), as amended by the Used Oil Recycling Act of 1980 (*Pub. L. No. 96-463, 94 Stat. 2055 (1980)*), the Solid Waste Disposal Act Amendments of 1980 (*Pub. L. No. 96-482, 94 Stat. 2334 (1980)*), and the Hazardous and Solid Waste Amendments of 1984 (*Pub. L. No. 98-616, 98 Stat. 3221 (1984)*), and regulations promulgated thereunder; (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**") (42 U.S.C. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (*Pub. L. No. 99-499, 100 Stat. 1613 (1986)*), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) the Endangered Species Act of 1973 (15 U.S.C. § 1531 et seq.) and its amendments; (v) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands," including without limitation those set forth in the Federal Water Pollution Control Act (commonly referred to as the "Clean Water Act") (33 U.S.C. § 1251 et seq.); (vi) the Texas Water Code; and (vii) the Texas Solid Waste Disposal Act (*Tex. Health & Safety Code Ann. §§ 361.001–361.345 (West 2018)*).

**EPMCS** means the TFC’s electronic project management control system, “Projectmates”.

**Final Inspection** means the process and procedure described in UGC Section 12.1.

**General Conditions Costs** are those reimbursable expenses allowed pursuant to *Tex. Gov’t Code § 2269.001(4)*, including DB’s on-site management and administrative personnel, insurance, bonds, and incidental Work, including minor field labor and materials, as further described in Section 7.2. No Construction Services Fee will be allowed or paid on General Conditions Costs. General Conditions Costs shall be a fixed, lump sum amount set forth in the DB’s Proposal and Design-Build Proposal. Unless otherwise agreed to by the parties in writing, General Conditions Costs shall be paid to Contractor based on the percentage of Work certified as complete each month as set forth in Section 9.1.3.3 herein.

**Hazardous Materials** means (i) any “hazardous waste” as defined by RCRA, and regulations promulgated thereunder; (ii) any “hazardous substance” as defined by CERCLA, and regulations promulgated thereunder; (iii) any toxic substance as defined under or regulated by the Toxic Substances Control Act; (iv) asbestos, polychlorinated biphenyls, radon, or explosive or radioactive materials; (v) underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other “hazardous substance”; (vi) any substance the presence of which at the Project is prohibited by any Environmental Laws; and (vii) any other substance which by any Environmental Laws requires special handling or notification of any Authority Having Jurisdiction in its collection, storage, treatment, or disposal.

**HUB Compliance Reporting System** means the Texas Facilities Commission Historically Underutilized Business (“HUB”) online reporting system located at <https://www.tfc.texas.gov/divisions/commissionadmin/prog/hub/>. The HUB Compliance Reporting System is used to maintain business records documenting compliance with the HUB Subcontracting Plan (“HSP”) by submission of monthly Progress Assessment Reports (“PARS”).

**Master Schedule** means the Critical Path Method schedule, if any, developed and maintained by the PMF incorporating all items of administrative process, procurement, Owner approvals, permitting, and the construction Baseline Schedule as updated with DB’s Work Progress Schedule.

**Notice to Proceed or “NTP”** means the written notice to be issued to DB by TFC, which shall inform DB of, among other things, the date on which DB shall commence a particular phase or the particular services for the Project.

**Person** means an individual and includes a corporation, an organization, a business trust, an estate, a trust, a partnership, an association, or any other legal entity.

**Preconstruction Phase Services** means the collective Preconstruction Services and Design Services.

**Preconstruction Services** are those certain services and deliverables to be performed by DB in accordance with Article 4 herein, other than Design Services.

**Program Management Firm or “PMF”** means the service provider, if any, with whom TFC enters into a Program Management Agreement (the “**PMF Agreement**”) for the purpose of the PMF providing certain project management services for the Project, which may include, among other services, general Project management, strategic Project planning, Project site planning, operational planning, capital expenditure planning, budgetary impact analysis, and/or Project controls. DB acknowledges and agrees that the PMF shall have no authority to act for or on behalf of TFC or the

State of Texas except as expressly provided for in this Agreement and the PMF Agreement, a copy of which TFC will provide to DB upon the DB's request. The PMF will serve as the Owner's Designated Representative (ODR) for this Agreement.

**Project Team** means TFC, Using Agency, DB, A/E, and its consultants, TFC Project Manager, PMF (if any), any separate contractors employed by TFC, and other consultants employed for the purpose of programming, design, and construction of the Project. The members of the Project Team will be designated by TFC and may be modified from time to time by TFC.

**Record Drawings** are those final, compiled drawings, prepared and approved by the A/E after review of the DB's notes and drawings of the on-site changes to the Drawings provided in the Record Documents.

**Request for Proposal or "RFP"** means a solicitation requesting submittal of a proposal in response to the required scope of services.

**Site** means the lands or areas indicated in the Contract Documents as being furnished by TFC upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by TFC which are designated for the use of DB.

**Specifications** is defined in UGC Section 1.41.

**Standard of Care** means that certain standard by which all Design Services hereunder shall be performed to, as prescribed by *Tex. Gov't. Code § 2254.0031* (incorporating *Tex. Local Gov't. Code § 271.904(d)*), to wit: (i) with the professional skill and care ordinarily provided by competent architects or engineers (as applicable) practicing under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer.

**Stipulated Sum** means the Contract Sum and is the lump sum, fixed price compensation to which the DB agrees for timely delivery of all services, labor, materials and the Work, described in the agreement.

**Subcontract** means any agreement between DB and a Subcontractor.

**Subcontractor** is defined in UGC Section 1.42.

**Substantial Completion** shall have the meaning as set forth in UGC, except as otherwise provided in the Special Conditions, if any. References to "Substantial Completion of the Work" in the Contract Documents shall mean the Substantial Completion of the entire Work required under this Agreement, except as otherwise expressly provided therein.

**TFC Project Manager** means the individual designated by TFC as the contact person for TFC with the direct responsibility to properly supervise the design and construction of the Project, and the services being provided pursuant to this Agreement on behalf of TFC, including, but not limited to, serving as the point of contact between TFC, the Using Agency, as defined below, (if any), PMF, and DB, and supervising TFC's review and approval of the construction management services. For the avoidance of confusion, the TFC Project Manager shall be same person as the Owner's Designated Representative (or ODR) as defined in UGC Section 1.29.

**Uniform General Conditions** or "**UGC**" shall mean the Uniform General Conditions for Construction Contracts issued by the State of Texas, published date of 2015, as may be amended from time to time, a copy of which is published on TFC's website and as may be modified by this Agreement and the Special Conditions.

*Using Agency* has the same meaning as defined in *Tex. Gov't. Code § 2166.001(10)*.

*Utilities* means water, sewer, gas, electric, telecom, cable, and like services.

*Utility Providers* means any and all entities that TFC desires to provide Utilities to the Project.

*Work* means, in addition to those items set forth in UGC Section 1.49, the provision of all, labor, materials, supplies, and equipment that are required of the DB to design, manage, implement, and fully construct the Project in accordance with the requirements of this Agreement and the Contract Documents. The Work includes, without limitation, the Preconstruction, Design, and Construction Services described in Articles 4 and 6 and all additional work required by any Change Orders, and any other work reasonably inferable from the Contract Documents. The term “reasonably inferable” includes the understanding of the parties that some minor details of the Work may not be shown on the Drawings or included in the Specifications, but they are included in the Work if they are usual and customary components of the Work for a project of the type depicted in the Contract Documents and they are needed to produce a complete and useable facility.

*Work Progress Schedule* is defined in UGC Section 1.49, and shall include all Preconstruction Phase Services, including the deadlines in terms of a fixed number of days after a preceding deadline for completion and delivery of discrete portions of the Design Services, and Construction Services for the Project. The Work Progress Schedule may subsequently be modified by mutual agreement between TFC and DB to reflect any refinement in its requirements.

## ARTICLE 2. CONTRACT DOCUMENTS

2.1 **Contract Documents.** The Contract Documents consist of:

2.1.1 This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement and expressly incorporated herein;

2.1.2 The Uniform General Conditions, as modified by this Agreement;

2.1.3 The Supplementary General Conditions;

2.1.4 The Special Conditions (the “**Special Conditions**”), if any;

2.1.5 Bridging documents, if any, provided by the PMF, comprised of specifications, drawings, sketches, narratives, studies, reports, analyses and other information, that generally describe the scope and quality of the Project.

2.1.6 The Drawings, Specifications, details, and other documents developed by the DB and issued for construction with TFC’s approval;

2.1.7 All Addenda issued prior to the Effective Date;

2.1.8 The Design-Build Amendment, if any, signed by both parties when finalized and incorporated into this Agreement;

2.1.9 All Change Orders issued after the Effective Date; and

2.1.10 The HSP as approved by TFC.

2.2 **The Contract / Integration.** These Contract Documents form the entire and integrated Contract

between TFC and DB and supersede all prior negotiations, representations, or agreements, written or oral. Neither this Agreement nor any of its provisions can be waived, modified, amended or altered except by a written document signed by DB and TFC.

2.3 **Conflict between Contract Documents.** If, and to the extent of, any inconsistency, ambiguity, or discrepancy in the Contract Documents, precedence shall be given to the Contract Documents in the following order of priority: (1) written amendments to this Agreement entered into in accordance with the requirements hereof after execution of this Agreement with the amendment bearing the latest date taking precedence; (2) this Agreement, including the exhibits attached hereto and incorporated fully herein; (3) the UGC; (4) the final Drawings and Specifications developed by the DB and such other TFC consultants incorporated into the Contract Documents; (5) the C&A; (6) the Bridging Documents incorporated into the Contract Documents, with those bearing the latest date taking precedence; (7) and any proposals submitted by the DB in the procurement for the Project and other documents identified in the Agreement as Contract Documents which have not been incorporated into the Agreement. To clarify the foregoing, the terms of the Agreement (and its Exhibits) shall control over the UGC and the terms of the Agreement (and its Exhibits) and the UGC shall control over any terms in the Drawings or Specifications developed by the A/E and such other TFC consultants inconsistent therewith.

2.4 **In General.** DB shall perform all Preconstruction, Design, and Construction Services as defined herein by providing all labor, materials, equipment, tools, transportation and supplies necessary to complete the Work described in and reasonably inferable from the Contract Documents for the Project. The DB accepts the relationship of trust and confidence established between it and TFC by this Agreement and agrees to furnish its best skill, attention and judgment to, and cooperate with TFC in furthering the interests of the Project. The DB shall use its best efforts to perform the Work in the most expeditious, economical, and thorough manner consistent with the interests of the TFC and the Project.

### **ARTICLE 3. TFC RESPONSIBILITIES, INFORMATION, AND APPROVALS**

3.1 **Information and Documents to be Provided by TFC.** TFC shall, with reasonable promptness, provide DB a copy of, or reasonable access to, the following information and documentation regarding the Project:

- 3.1.1 The Contract Documents;
- 3.1.2 Sample copies of the Agreement and payment and performance bond forms;
- 3.1.3 Bidding information and instructions;
- 3.1.4 Minimum wage rates;
- 3.1.5 The PAR for inclusion in the Specifications;
- 3.1.6 Any maps, surveys, and Drawings in the possession of TFC that reflect or depict Site boundaries, recorded easements, topography, utility locations, and such other documents in the possession of TFC that reflect Site conditions and/or restrictions which may impact the design and/or construction of the Project;
- 3.1.7 Any soil reports, environmental reports, flood plain analyses, or traffic impact studies in the possession of TFC which may impact the design and/or construction of the Project;
- 3.1.8 The Budget;
- 3.1.9 The Master Schedule, if any;

3.1.10 The Communication Protocol, which includes the communication and tracking procedure to be utilized for interaction and reporting for the Project;

3.1.11 **Bridging Documents.** Information regarding requirements for, and limitations of, the Project including a written program which shall set forth TFC's objectives, constraints, and criteria including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability, site access, and site requirements;

3.1.12 When such services are necessary for Project implementation, and upon request of the DB, the services of geotechnical engineers which may include, but are not limited to, test borings, soils and geological formation analysis with written reports and appropriate recommendations for foundation and other necessary site-related subsurface construction; and

3.1.13 Any other information or services provided under UGC Section 3.1 and under TFC's control that are relevant to the DB's performance of the Work, upon receipt of DB's reasonable written request.

**3.2 No Warranties by TFC. DB ACKNOWLEDGES THAT ANY AND ALL TESTS, MAPS, REPORTS, AND DRAWINGS IN THE POSSESSION OF TFC THAT REFLECT OR DEPICT SITE BOUNDARIES, RECORDED EASEMENTS, TOPOGRAPHY, UTILITY LOCATIONS, AND OTHER SITE CONDITIONS AND/OR RESTRICTIONS WHICH MAY IMPACT THE DESIGN AND/OR CONSTRUCTION OF THE PROJECT WERE PREPARED SOLELY FOR TFC'S BENEFIT AND FOR INFORMATION ONLY PURPOSES, AND THAT DB SHALL HAVE NO RIGHT TO RELY UPON SUCH AND THAT ANY RELIANCE THEREON SHALL BE AT DB'S OWN RISK.**

3.3 **A/E.** DB has retained the A/E to provide certain Design Services for the Project, including: (i) professional architectural services and/or (ii) professional engineering services as defined in *Tex. Gov't. Code Ch. 2254, Subchapter A.*

3.4 **PMF.** TFC may designate a PMF for the Project to provide certain Project management services in addition to those provided by TFC Project Manager. The PMF will provide management of overall Project which scope is further defined in the PMF definition above and in the PMF Agreement, but whose scope may include, but shall not be limited to, the following deliverables:

3.4.1 Planning, management, and coordination of the Project as further defined in the PMF Agreement, a copy of which shall be provided upon request to DB;

3.4.2 Providing an initial Project program scope and strategy for implementation of the scope;

3.4.3 Review of solicitation documents and other contractual templates and provide recommendations;

3.4.4 Development and management of the Project cost control system;

3.4.5 Development of the Master Schedule and coordinating and monitoring of Work Progress Schedule within the Master Schedule including integration with Project cost control system;

3.4.6 Development of quality control plan;

3.4.7 HUB/S/M/WBE outreach and compliance consultation;

3.4.8 Functional programming services;

3.4.9 Estimating services;

3.4.10 Peer review of designed systems, including MEP, architectural and structural systems and utilities and civil site development;

3.4.11 Reporting on Project progress and conformance with the Project program scope; and

3.4.12 Such other deliverables as may be developed or assigned to PMF by TFC.

DB shall, at all times, work collaboratively with PMF and the TFC Project Manager as well as other members of the Project Team, and shall work to help integrate its Services with those of the PMF, and TFC Project Manager throughout the Project.

3.5 **TFC Approvals**. Any provisions in this Agreement to the contrary notwithstanding, all consents and/or approvals by TFC shall be in its sole and absolute discretion and must be in writing.

3.5.1 No changes to the scope of the Construction Services or Compensation shall be valid or enforceable unless evidenced by a fully executed written amendment to this Agreement.

3.5.2 To the extent that TFC approval is required to authorize incurring any costs, such approval must be acquired prior to incurring any such costs. The parties shall exercise good faith efforts to identify all such costs prior to execution of the Design-Build Proposal.

3.5.3 DB is not authorized to commence providing any Preconstruction Services or Construction Services to TFC or any Using Agency with respect to the Project unless and until the appropriate Notice to Proceed is delivered by TFC. TFC may, should it find it necessary, extend any of the deadlines set out in this Agreement through written approval executed by the TFC Project Manager.

3.5.4 No inspections of the Project conducted by TFC or A/E during the course of construction, either singularly or in the aggregate, shall reduce the level or extent of DB's responsibilities arising pursuant to this Agreement. Neither the approval and/or final acceptance of the Project or any documents prepared by DB, the payment of any pay application, or the issuance of any Certificates of Final or Substantial Completion by TFC shall constitute, nor be deemed, a release of DB's obligation to perform and deliver the Construction Services in a manner consistent with: (i) industry standards; and (ii) as required by the Contract Documents. No approvals or acceptances by, or on behalf of, TFC shall be deemed to be an assumption of any responsibility by TFC for any defect, error, or omission in any documents prepared by DB or in any of the Construction Services provided by DB.

#### **ARTICLE 4. PRECONSTRUCTION PHASE AND COMPENSATION**

The "Preconstruction Phase" shall commence on the date specified in a NTP with Preconstruction Services and/or Design Services issued by TFC. DB is not entitled to reimbursement for any costs incurred for Preconstruction or Design Services performed before issuance of the Notice to Proceed. Preconstruction Phase Services may overlap with Construction Phase Services. Compensation for Preconstruction Phase Services is set forth in Section 4.3, below.

4.1 **Preconstruction Services**. The DB shall perform and complete the following tasks as a part of the Preconstruction Services:

##### **4.1.1 General Coordination.**

4.1.1.1 Attend and actively participate in Project Team meetings at regularly scheduled intervals throughout the Preconstruction Phase. Frequent Project Team meetings are anticipated prior to TFC's acceptance of the DB's Proposal and during completion of the Construction

Documents phase of the design.

4.1.1.2 Visit the site and inspect the existing facilities, systems and conditions and become thoroughly familiar with the existing conditions to ensure an accurate understanding of how the Project can proceed. DB's visual investigation and understanding of these conditions is instrumental in preparing its DB's Proposal for the Work. DB shall not make or be entitled to any claim for any adjustment to the Contract Time or to Preconstruction Services Fees or for Construction Services costs or Fees arising from Project conditions that DB discovered or, in the exercise of reasonable care, should have discovered in DB's obligatory visual investigations of the site.

4.1.1.3 Consult with TFC staff, any representatives of the Using Agency and A/E as may be directed by TFC, and provide information and recommendations to the Project Team on the following issues and on all other issues not listed that are in the normal and customary province of a construction contractor for a Project of similar size and scope:

4.1.1.3.1 suitability of the Site and proposed improvements;

4.1.1.3.2 building equipment, systems, and construction feasibility;

4.1.1.3.3 time requirements for procurement, installation, and construction scheduling issues, including phased construction and potential accelerated or fast-track scheduling;

4.1.1.3.4 availability and selection of materials and labor;

4.1.1.3.5 time requirements for construction and equipment installation;

4.1.1.3.6 safety issues and available precautions related to work under consideration;

4.1.1.3.7 selection and installation of temporary Project facilities, equipment, materials, and services needed for common use of the DB and TFC separate contractors (if any);

4.1.1.3.8 cost factors, including costs of alternative materials, construction methods, life-cycle data, and design;

4.1.1.3.9 conceptual budgets and possible cost savings available in alternative approaches or designs;

4.1.1.3.10 identification and resolution of conflicts in the proposed Drawings and Specifications as they evolve;

4.1.1.3.11 identification of appropriate DB staff to receive instruction regarding the use of the EPMCS to be utilized by TFC;

4.1.1.3.12 methods of delivering and handling materials, systems, and equipment;

4.1.1.3.13 traffic, parking and materials and equipment storage in and around the site; and

4.1.1.3.14 at TFC's request, attend public meetings and hearings concerning the

development and scheduling of the Project.

#### 4.1.2 Schedules.

4.1.2.1 **Baseline Schedule and Work Progress Schedule.** As part of DB's Preconstruction Services, DB shall prepare the Baseline Schedule for TFC's approval. In addition to the requirements in the UGC, the Baseline Schedule shall (i) coordinate and integrate activities on the Project, including Preconstruction Services, Design Services, Construction Services, and the work of other consultants and suppliers, and (ii) shall include other detailed schedule activities such as TFC-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, integration with central campus monitoring systems, information and instructional technology data-transmission systems, and computer technology systems. Further, throughout the DB's performance of Preconstruction Services, DB shall manage and timely update the Baseline Schedule pursuant to UGC Article 9 and in preparation of submitting the Work Progress Schedule as part of the DB's Proposal.

4.1.2.2 **Procurement Schedule.** DB will prepare, for TFC's review and acceptance, a procurement schedule for items that must be ordered in advance of commencement of construction. Throughout Preconstruction Services, DB shall timely update this schedule with information necessary to expedite and coordinate the ordering and delivery of products and materials in advance of construction.

#### 4.1.3 Construction Planning and Bid Package Strategy. During this phase of Preconstruction Services, DB shall:

4.1.3.1 Identify equipment or materials requiring extended delivery times and advise TFC on means and methods for expedited procurement of those items. Update the procurement schedule timely to track this information.

4.1.3.2 Advise TFC on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items.

4.1.3.3 Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the bidding and awarding of subcontracts in a manner that promotes the interests of the Project and TFC. These recommendations shall take into consideration such factors as time and duration of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, TFC's goals for HUB subcontractor participation, and other related issues. These recommendations may include ideas for phased or staged construction or multiple separate contracts.

4.1.3.4 Provide Construction Documents without areas of conflict and overlap in the work to be self-performed, performed by the various Subcontractors or TFC's separate contractors.

4.1.3.5 Develop bidder's interest in the Project. DB will develop and refine a bid/proposal package strategy that addresses scopes of Work for which DB plans to subcontract and for each phase and stage of the Project. Identify all bid/proposal packages on which the DB intends to submit a self-performance bid/proposal. The overall bid/proposal packaging strategy shall be reviewed and approved by the TFC Project Manager and PMF, if one is retained. It may be revised throughout the buyout of the Project to further the interests of TFC and the Project.

4.1.3.6 Assist all members of the Project Team in obtaining all applicable risk management,

building and design code, and regulatory agency reviews and approvals for the Project.

4.1.3.7 Refine, implement, and monitor required HUB Subcontracting Plans to promote equal employment opportunity in the provision of goods and services to TFC for the Project. Improve upon the target goals where possible.

4.1.3.8 The DB contractor is responsible for all testing required by the contract to ensure all work incorporated into the project meets the quality and contract requirements. In addition to the above that the DB contractor performs, the contractor must also provide TFC with a totally separate Third (3<sup>rd</sup>) Party recommended testing consultant and testing laboratory including their certifications and qualifications. Upon TFC approval, DB contractor shall retain the approved consultant and approved laboratory and include their itemized services in the DB Schedule of Values. Payment applications of the consultant and laboratory should be included in the DB payment applications to TFC. The consultant and laboratory are to submit their test reports and laboratory results directly to the PMF and TFC. The Third-Party Testing Lab and Consultant is required to perform 25% additional testing to ensure contract verification.

4.1.3.9 Provide Construction Documents that contain adequate provisions for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work, even when these services involve third parties.

4.1.3.10 Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required in critical phases or stages. Make recommendations that minimize the adverse effects of labor shortages.

4.1.3.11 Provide analysis of the different types and quantities of materials required for the Project and review and monitor the cost of such materials on an ongoing basis. Make recommendations that minimize the adverse effects of material shortages and price volatility of materials.

4.1.3.12 Consult with and make recommendations to TFC on the acquisition and delivery schedules for fixtures and equipment. Include such activities on the Work Progress Schedule to ensure that they do not delay timely completion of the Project.

#### 4.1.4 **Safety.**

4.1.4.1 DB shall plan, initiate, maintain, and supervise all safety precautions and programs in connection with the Work of the Project prior the start of construction. The DB's safety program shall comply with all applicable requirements of the UGC, OSHA, and all other applicable federal, state and local laws and regulations. The DB shall be solely responsible for on-site safety. Neither TFC nor any other member of the Project Team shall have responsibilities for on-site safety except for safety issues arising solely from their own negligent acts or omissions.

4.1.4.2 DB shall provide recommendations and information to TFC regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. The DB shall verify that appropriate safety considerations and provisions are included in the Construction Documents and that the Work envisioned does not include any unnecessary safety risks.

#### 4.2 **Design Services.**

4.2.1 **Evaluation of Design Program.** The DB shall schedule and conduct meetings with TFC and any other

necessary members of the Project Team to discuss and review the Design Program and other information provided by TFC pursuant to Section 3.1, above. The DB shall thereafter again meet with TFC to discuss a preliminary evaluation of Design Program. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the DB's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

4.2.1.1 After the DB meets with TFC and presents the preliminary evaluation, the DB shall provide a written report to TFC, summarizing the DB's evaluation of Design Program. The report shall also include:

4.2.1.1.1 allocations of program alignments, detailing each alignment and their location, linear mileage and acreage;

4.2.1.1.2 a preliminary Cost Estimate, and, if necessary, recommendations to adjust Design Program to conform to the Budget;

4.2.1.1.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, TFC; anticipated date for the DB's Proposal; and dates of periodic design review sessions with TFC; and

4.2.1.1.4 List of all regulatory permits, clearances, authorities with jurisdiction and other administrative procedures necessary to proceed with construction of the program. These activities shall be included in the preliminary schedule and updated on no less than a monthly basis.

4.2.1.2 TFC shall review the DB's written report and, if acceptable, provide the DB with written consent to proceed to the development of the Construction Documents as described in Section 4.2.5. The consent to proceed shall not be understood to modify Design Program unless TFC and DB execute a Change Order.

#### 4.2.2 Construction Documents.

4.2.2.1 Based on the Bridging Documents and any further adjustments in the scope and quality of the Project or in the Budget, DB shall prepare Construction Documents for approval by TFC. Construction Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems to be incorporated into the construction of the Project, including a full fixture and equipment schedule, where requested and procurement package. Such details shall, at all times, comply with TFC written requirements and the A/E Guidelines. In accordance with the Work Progress Schedule, updated Construction Documents, along with updated Cost Estimates, will be submitted to TFC, reviewed, and any comments incorporated in accordance with the below.

4.2.2.1.1 Sixty-five percent (65%) completion of the Construction Documents;

4.2.2.1.2 Ninety percent (90%) completion of the Construction Documents; and

4.2.2.1.3 One hundred percent (100%) completion of the Construction Documents.

4.2.2.2 If any Cost Estimate provided exceeds the Budget, DB shall consult with TFC to identify further potential Drawing and/or Specification modifications that bring the estimate into compliance with the Budget. Approved modifications shall be incorporated into the Construction Documents at no cost to TFC in the event TFC determines in its sole discretion that such changes are the responsibility of DB.

4.2.2.3 The Construction Documents shall be consistent with the Contract Documents and shall be in compliance with all Applicable Laws, including but not limited to applicable building codes, mechanical, electrical, life safety, accessibility and zoning codes, and standards promulgated by ADA/TAS and ANSI. All electronic data shall include an organized indexing system and/or a table of contents sufficiently detailed as to each discrete subject matter so as to allow for easy identification and location of each file or page of information. In conjunction with the A/E Guidelines, Construction Document Drawings shall be produced on a CAD system as part of Basic Services. TFC will define the CAD drawing requirements and the final media for the CAD data. Any drawing revisions shall be investigated and coordinated with other design documents. Any redesign required as a result of conflict and/or comparison with other design documents, shall be provided by DB. DB shall incorporate the design requirements of Governmental Authorities into the Construction Documents.

4.2.2.3.1 DB shall provide with each review submittal a coordination document set. The DB shall provide all designs and shall not use design performance documents, unless approved by TFC.

4.2.2.3.2 All Drawings and Specifications must, in conspicuous text, expressly prohibit any electrical systems or equipment from being energized or otherwise activated without a minimum of twenty-four (24) hour advance notice to TFC. All Drawings and Specifications shall be appropriately signed, sealed, and dated by the responsible architect(s) and engineer(s).

4.2.2.3.3 Each Deliverable shall be submitted via disk (unless another media is directed or authorized by the TFC Project Manager) and shall be appropriately labeled to include identification of the software program (and version thereof) utilized. All Drawings shall be organized within the layering system (including format and names) in accordance with the A/E Guidelines.

4.2.2.3.4 All electronic data shall include an organized indexing system and/or a table of contents sufficiently detailed as to each discrete subject matter so as to allow for easy identification and location of each file or page of information.

4.2.2.3.5 Design Development Documents shall be based upon reliable and accurate calculations that appropriately determine all architectural and engineering components of the Project, and shall include, but not be limited to the following:

4.2.2.3.5.1 Design criteria for clearing and grubbing, on-site and off-site drainage and erosion control, and for any other grade and subgrade Site preparation and erosion control required by any Authorities Having Jurisdiction;

4.2.2.3.5.2 Design criteria for connection to all proposed temporary and permanent on-site and off-site Utilities;

4.2.2.3.5.3 Design criteria for the proposed structural system, including the rationale for all determinations, all applicable structural loads;

4.2.2.3.5.4 Design criteria for the proposed electrical system including reserve capacity;

4.2.2.3.5.5 Copies of all manufacturers' documentation that illustrates the proposed materials, equipment and warranties to be specified for the Project.

4.2.2.4 DB shall submit all documents required to secure approval of all Authorities Having Jurisdiction. All requests for reimbursement for any direct costs associated with submitting documents to such authorities and for permit fees shall be included as reimbursable expenses and paid pursuant to Section 4.3.4, below.

4.2.2.5 Prior to releasing the Construction Documents "For Construction", the DB shall provide a document that summarizes all design code requirements and provide written certification that the Construction Documents meet all Applicable Laws and the A/E Guidelines. DB shall further certify in writing that no asbestos or lead containing materials have been specified or approved by DB for installation into the Project.

4.2.2.6 Upon written request by TFC, DB shall prepare, as an Additional Service, the Construction Documents so as to enable such that the various phases of the Work, may, to at the discretion of TFC, be awarded pursuant to separate contracts to construct that particular phase, which shall constitute an Additional Service.

4.2.2.7 Concurrently with the development of the design based on the Bridging Documents, DB will develop cost estimates for the project with the intent to define the DB budget and will reconfirm the alignment of the approved Cost Estimate with the established project Budget. No Construction Documents shall be issued, delivered, or released for any purpose without the prior written consent of TFC. Unless otherwise instructed by TFC, DB shall deliver an electronic copy and three (3) sets of the approved Construction Documents to TFC, any additional copies of which shall be considered a reimbursable expense.

4.3 **Pre-Construction Phase Compensation.** For DB's timely performance of Site Investigation, Design Services, Preconstruction Services, Mobilization, partial material procurement for the wall alignment described as RGV09A-1 in the Bridging Documents, and any other services, or costs and expenses incurred or expended, DB's total compensation shall be the Stipulated Sum of Nine Hundred Ninety-Five Thousand and NO/100 Dollars (\$995,000.00).

The Contract Sum includes a TFC controlled allowance of One Hundred Sixty-One Million Two Hundred Seventy Thousand and NO/100 Dollars (\$161,270,000.00) to be applied at TFC's sole discretion to additional DB Stipulated Sum proposals for additional alignments of border infrastructure described in "**Exhibit M**" and identified as RGV09A-1 and 2, RGV10D-1 through 3, RGV10E and RGV10J.

The total compensation for this Agreement is One Hundred Sixty-Two Million, Two Hundred Sixty-Five Thousand and NO/100 (\$162,265,000.00) which includes the Stipulated Sum of Nine Hundred Ninety-Five Thousand and NO/100 Dollars (\$995,000.00) for design and preconstruction services for alignment RGV09A-1 and the TFC controlled allowance of One Hundred Sixty-One Million Two Hundred Seventy Thousand and NO/100 Dollars (\$161,270,000.00) to be applied at TFC's sole discretion to DB's Stipulated Sum proposals for alignments RGV09A-1 and 2, RGV10D-1 through 3, RGV10E and RGV10J.

**4.3.1 Costs Associated with Preconstruction Phase Services Fee.** Costs associated with the following items are specifically, but not exclusively, to be included in the respective amounts of Preconstruction Services Fee and Design Service Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards. To the extent that these types of costs exist, any compensation for them shall be considered imbedded in the Preconstruction Services Fee and/or the Design Services Fee and they may not be compensated or reimbursed in any alternative way. To the extent that these types of costs or expenses exist, any compensation for them shall be considered included in the Preconstruction Services Fee and/or the Design Services Fee, and such costs or expenses may not be compensated or reimbursed in any alternative whatsoever.

**4.3.2 Reimbursable Expenses.** Reasonable lodging and traveling expenses shall be considered a reimbursable expense under this Agreement when professional and technical personnel of DB and/or A/E are away from the cities in which they are permanently assigned and are conducting authorized business directly connected with this Agreement. For the purposes of this Agreement, no travel reimbursement shall be made for travel within 100 miles of the location identified as the principal place of business or branch office of DB and/or A/E, except for overnight stays, which require prior TFC Project Manager approval. The maximum amount for each reimbursable expense for travel and lodging shall be the rates established by the Texas Comptroller of Public Accounts, and outlined in Textravel, <https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>, formerly known as the State of Texas Travel Allowance Guide for state employees. No reimbursable expenses shall exceed actual cost. In addition to those items specifically identified above as a reimbursable expense, permit fees and associated costs, certain other incidental direct expenses including, but not limited to, copying, telephone, data, and express mail services, and rental of special equipment or tools required in connection with provision of the Design Services for the Project, may constitute a reimbursable expense; provided however, DB must obtain the written approval of TFC prior to incurring the expense. Approval may be granted only under those limited circumstances wherein such costs are not considered normal or customary Design Services under this Agreement. All requests for reimbursement must be accompanied by such documentation which, in the judgment of the TFC, allows for complete substantiation of the costs incurred.

**4.4 Payment.** Payments for DB's Services shall be made monthly based on the services actually performed in the month for which an Application for Payment is submitted, in accordance with and subject to the limitations of UGC Article 10. All payment requests for Preconstruction, Design and Construction Services shall be submitted on an Application for Payment and Schedule of Values form approved by TFC and shall include all documents set forth in UGC Article 10 required as conditions precedent to payment.

**4.4.1 Payments to Consultants and Subcontractors.** For all Services rendered by DB's Consultants and Subcontractors, DB shall make payment to such Consultants within ten (10) Days after receipt of payment from TFC. Should it become necessary, and after five (5) Days' written notice to DB, TFC may issue joint checks to DB and such Consultants with DB's consent.

**4.5 Design Program.** DB shall provide all design Services required of DB as designated in the Design Program. DB shall report in writing to TFC any deviations between TFC-provided information or programs and the final Construction documents presented.

**4.6 Insurance for Preconstruction Phase Services.** As of the Effective Date and for the duration of this Agreement, including the Preconstruction Phase, the DB shall maintain in effect insurance policies providing the coverages and with the policy limits as required by TFC and as detailed in "Exhibit H". TFC will

designate the policies and policy limits required Work performed. Payment and performance bonds will be required for the Work as dictated by the UGC and Texas law.

4.7 **Suspension/Termination of Preconstruction Phase Services.** TFC may suspend or terminate the performance of Preconstruction Phase Services with or without cause, or for TFC's convenience, as provided in Article 14 below, which provisions are hereby incorporated and applied to Preconstruction Services.

## **ARTICLE 5. DEVELOPMENT OF THE DB's PROPOSAL**

When TFC and A/E determine that the design of the Project is sufficiently developed and documented to allow detailed pricing of its construction, and no later than the dates set forth in this Article 5, DB shall prepare and submit the DB's Proposal to TFC for review and acceptance. The process includes the bidding phase, preparation of the DB's Proposal, consideration of the DB's Proposal, and acceptance or rejection of the DB's Proposal., as set forth in this Article 5.

### **5.1 DB's Proposal Preparation.**

5.1.1 Within 45 Days of the date of DB's advertisement or solicitation of bids or proposals, DB shall submit to TFC a DB's Proposal; provided, however, in the case of an expedited need for the DB to advertise or solicited bids or proposals, the parties shall work in good faith to mutually agree on a short time period.

5.1.2 The DB's Proposal, submitted in digital form, that shall include the following:

5.1.2.1 A list of the Drawings and Specifications used in preparation of the DB's Proposal, which shall be included as part of the Project Manual;

5.1.2.2 A list of C&A created by DB in the preparation of the DB's Proposal, including any assumptions to supplement information provided in the Drawings and Specifications, but which shall not be issued in an attempt to rewrite provisions of this Agreement;

5.1.2.3 The Statement of the Stipulated Sum of compensation including a narrative that summarizes the major elements of the Work included in the DB's Proposal identifying those portions the DB intends to self- perform;

5.1.2.4 The proposed date of Substantial Completion of the Work and of Final Completion of the Work;

5.1.2.5 The initial Work Progress Schedule that specifies the timeline for performance of the Work, in digital format, together with the following details:

5.1.2.5.1 Dates of delivery of A/E services, with A/E's input and concurrence;

5.1.2.5.2 Coordination and integration of DB's services, A/E's services, and all other TFC contractors' services, TFC's responsibilities, and identification of items that could affect the Project's timely completion;

The components of the Work including: (i) times of commencement and completion required of each Subcontractor; (ii) ordering and delivery of materials and other items to be incorporated into the Work, including those that must be ordered well in advance of construction ("long lead items"); (iii) a clear delineation of the critical path; and (iv) all milestone dates of completion of particular portions of the Work and Date of Substantial Completion and of Final

Completion of the totality of the Work;

5.1.2.6 An updated list of DB's supervisory personnel and Subcontractors;

5.1.2.7 An updated HSP;

5.1.2.8 A statement of all authorized Work;

5.1.2.9 The amount of liquidated damages; and

5.1.2.10 The deadline on which the DB's Proposal will automatically expire, which shall not be less than sixty (60) days from the date TFC receives it.

**5.1.3 Coordination with A/E and PMF.** In developing the DB's Proposal, the DB shall coordinate efforts with the A/E and PMF to identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of the Proposal. The DB shall review the DB's Proposal on an ongoing basis from the beginning of Preconstruction Services to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of the Proposal such that the DB's Proposal will be complete in all respects.

5.1.4 In submitting the DB's Proposal, the DB represents that it will provide every item, system or element of Work that is identified, shown or specified in the DB's Proposal or the supporting documents, along with all necessary materials and equipment to install each of them completely and make each fully operational, unless specifically excluded by TFC.

**5.1.5 Consideration of the DB's Proposal.** DB shall meet with TFC, PMF, A/E to review the DB's Proposal. In the event that TFC, PMF, or A/E discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify DB, who shall make appropriate adjustments to the DB's Proposal, its basis, or both. All bids and DB's recommendations shall be reviewed by TFC and, with advice of DB, PMF, and A/E, TFC shall identify exceptions that may result in changes to the Proposal.

5.2 **Acceptance/Rejection of the DB's Proposal.** TFC may accept or reject the DB's Proposal or attempt to negotiate its amount and its terms and conditions with DB.

5.2.1 **Acceptance of DB's Proposal by TFC.** If TFC accepts in writing the DB's Proposal, or a negotiated variant of it, the DB shall prepare the Design-Build Proposal, in a form acceptable to TFC.

5.2.1.1

5.2.1.1 Any provisions in UGC Sections 9.3 and 10.1 to the contrary notwithstanding, at or prior to the execution of the Design-Build Proposal, if any, DB shall deliver to TFC for review and approval and to A/E for review, certain items identified herein, including but not limited to, the following: (i) the Schedule of Values in accordance with UGC Section 10.1; (ii) all proof of insurance as required by this Agreement; (iii) a safety plan as specified in UGC Section 7.1; (iv) a designated qualified and experienced representative at the Site whose duties and responsibilities shall be, at a minimum, the prevention of accidents and the maintenance and supervision of said safety plan, and (v) a list of DB-owned equipment to be utilized on the Project. Payment and Performance bonds for the Work shall be provided upon acceptance of the Design-Build Proposal.

5.2.1.2 TFC shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed upon C&A contained in the Design-Build Proposal. A/E shall

promptly furnish those revised Drawings and Specifications to DB as they are revised. DB shall notify TFC and A/E of any inconsistencies between the Design-Build Proposal and the revised Drawings and Specifications.

5.2.1.3 At such time that the Design-Build Proposal, if any, has been executed and DB has submitted the required bonds in accordance with UGC Article 5 and any Special Conditions, and TFC has accepted the proof of insurance as required by of this Agreement, TFC shall release the Security Bond to DB. In the event that the Design-Build Proposal applies only to a phase or portion of the Project, the Security Bond shall not be returned to DB until all of the foregoing requirements are met as to the remaining phase of the Project. In the event DB fails to timely: (i) deliver the required payment and performance bonds within the time period set forth in Section 5.3.1.1, or (ii) insurance policies for the construction phase as required by “**Exhibit H**”, TFC shall be entitled, upon the failure of DB to cure following ten (10) Days written notice, and without further action or notice, to collect on the Security Bond.

5.2.1.4 If the Stipulated Sum has been accepted and TFC requires that another bid or proposal from a trade contractor or subcontractor be accepted, TFC shall compensate DB by a change order for any additional cost and risk that DB may incur because of TFC’s requirement that another bid or proposal be accepted. This provision shall not apply in the event TFC objects to, or otherwise requires the removal or substitution of, any trade contractor or subcontractor pursuant to the terms of this Agreement including, but not limited to including, but not limited to Section 8.2.1.2 below.

5.2.1.5 DB shall not incur any costs to be reimbursed as part of the Cost of Work prior to the commencement of the Construction Phase of the Project to be established by a Notice to Proceed with Construction Services, unless TFC provides prior written authorization for such costs.

5.2.1.6 Upon execution of the DB Proposal, the DB shall not be entitled to any increase in the Stipulated Sum due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the DB’s Proposal or the supporting documents used to establish the Stipulated Sum.

5.2.2 **Rejection of the DB’s Proposal by TFC.** If the TFC rejects the DB’s Proposal or the parties are unable or unwilling to agree on a negotiated variant of it, TFC may terminate this Agreement. Notwithstanding UGC Section 14.7, if this Agreement is terminated pursuant to this Section 5.3.2, TFC shall pay the DB for that portion of the Preconstruction Services Fee as has been incurred and approved by TFC to the time of termination and TFC shall then have no further duties, responsibilities, or financial obligations to the DB. After such a termination of this Agreement, TFC will be free to abandon or pursue this Project in any manner as it sees fit without any obligation to DB.

## **ARTICLE 6. CONTRACT SUM**

6.1 **Contract Sum.** Subject to the terms and provisions of Section 4.3 of this Agreement, DB’s performance of the entire Work as described in this Agreement, TFC shall pay the DB the Contract Sum in current funds as set forth herein. The Contract Sum is total amount of all compensation payable to the DB for the Project and shall not exceed the sum total amount of the (i) DB’s Preconstruction Services Fee, plus (ii) DB’s Design Services Fee, plus (iii) Cost of the Work, plus (iv) DB’s Construction Services Fee, plus (v) General Conditions Costs, all of which DB represents and guarantees that, when aggregated, shall not exceed the Stipulated Sum set forth in the DB’s Proposal. Any Project costs that exceed the Stipulated Sum shall be borne solely by DB without reimbursement from TFC.

6.1.1 **DB’s Construction Services Fee.** The DB’s Fee for the Design, Services, Preconstruction Services and Construction Services on the Projects shall be included in the Stipulated Sum for the

performance of the Work. The DB's Fee is the maximum amount payable to the DB for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by TFC elsewhere in this Agreement. References in the UGC to DB's "overhead" and "profit" shall mean the DB's Construction Services Fee. DB'S Construction Services Fee includes, but is not limited to, the following items:

- 6.1.1.1 **Profit.** All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the DB;
  - 6.1.1.2 **Salaries.** Salaries of DB's officers, and all other employees not stationed at the Project site and performing services directly related to the Project;
  - 6.1.1.3 **Overhead.** Any and all overhead, labor or general expenses of any kind. These costs include, but are not limited to costs for the purchase, lease, rental, allowance or maintenance of vehicles, radios/communication equipment, home office computers, copiers, and other business equipment, specialized project specific telephone systems and cellular/digital phones; trade or professional association dues; costs for hiring and/or relocation of any of the DB's personnel; and travel, per diem or subsistence expense of DB, its officers or employees; and
  - 6.1.1.4 **Financial Costs.** Any financial costs incurred by the DB including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.
- 6.1.2 **DB's Contingency.** The DB's Proposal may include a DB Contingency amount to be used to fund unanticipated costs through the refinement, development and completion of the Construction Documents or procurement of the Work. The DB Contingency set forth in the DB Proposal by line item, as negotiated between the parties, and it shall reflect the risk inherent in the state of completion of the Construction Documents at the time the DB's Proposal is submitted.
- 6.1.3 **TFC Allowances.** Items to be provided for through TFC special cash allowances shall be clearly identified in the Construction Documents and the DB's Proposal. The use of any allowance shall be determined and authorized at TFC's sole discretion following acceptance of a Stipulated Sum proposal from DB.

6.2 **Savings.** This Agreement is a Stipulated Sum contract. Savings realized through the execution of the Work, differences between the DB Proposal and buyout price and throughout completion of the project as described in the Bridging Documents are retained by the DB.

6.3 **Changes in the Work.** The Stipulated Sum price is not subject to additions and/or deductions for the project described in the Bridging Documents. At TFC's sole discretion, additions and/or deductions to the scope described in the Bridging Documents or exercise of allowances may be executed only by Change Order and the Contract Time shall be subject to adjustments only as provided in the Contract Documents.

6.4 **Enforceability of Changes.** In order to be valid and enforceable, changes to the scope and/or Cost of Work must be executed in accordance with UGC Article 11 and/or contract amendment. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations, or additions to the Work, and no claim that TFC has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contract Documents or a change in any period provided for in the Contract Documents.

6.4.1 **Adjustments to the DB Proposal.** When adjustments to the DB Proposal are necessary, TFC

may, in its sole discretion, either fund the Work through a no-cost Change Order and transfer of funds from an allowance, or adjust the Stipulated Sum through a Change Order. The Stipulated Sum may be increased (or decreased, as the case may be) for any changes to the Scope of Work and resulting increase to the DB Proposal thereon.

**6.4.2 Change Order Pricing.** DB may include the DB Fee on all DB Change Order work negotiated during the Construction Phase. The DB Fee shall supplant the references to overhead and profit imposed by UGC Section 11.8.1. Except as otherwise provided in the Special Conditions, if any, the Subcontractor overhead and profit mark-up limitations imposed by UGC Section 11.8.1 are unaffected by this paragraph and are not changed. If TFC agrees to a change in the DB Proposal during the Construction Phase that results from a change in the scope of the Project, the DB Fee shall be equitably adjusted by applying the percentage established in this Section to the amount of the change in the Stipulated Sum. The DB Fee will not be adjusted for changes to the Project that do not change the Stipulated Sum of the contract.

## **ARTICLE 7. COST OF WORK**

DB is entitled to receive payment for the proposed cost of the allowable Cost of the Work items incurred only after receipt of TFC's written authorization to commence the Construction Phase Work through Final Completion of the Work. DB is not entitled to reimbursement for Cost of the Work costs incurred before receipt of TFC's written authorization. Costs of the Work shall be at rates set forth in DB's Proposal as accepted by TFC, where provided, and if not, then at rates not higher than the standard paid at the place of the Project except as otherwise approved by TFC. References in the UGC to adjustments in "cost" or "costs" mean the items set forth in this Section, Cost of the Work.

7.1 **Cost of the Work.** "Cost of the Work" shall include the following:

### **7.1.1 Labor Costs.**

7.1.1.1 Wages of construction workers directly employed by DB to perform construction of the Work at the Site or at approved off-site workshops which shall be paid in compliance with prevailing wage rates requirements of *Tex. Gov't. Code § 2258*.

7.1.1.2 Costs paid or incurred by DB for taxes, contributions, assessments, and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries identified in the Cost of Work.

### **7.1.2 Subcontract and A/E's Construction Administration Services Costs.**

7.1.2.1 Payments made by DB to Subcontractors and their vendors or suppliers for the subcontract work in accordance with the Contract Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers. Such costs may include taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for Subcontractor personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on the wages for such construction workers and comply with the prevailing wage rate requirements of this Agreement.

7.1.2.2 Payments earned by DB for self-performed subcontract work, other than General Conditions work, in accordance with the Contract Documents and the terms of this Agreement and approved by TFC.

7.1.2.3 Payments made to the A/E for Construction Administration Services.

**7.1.3 Costs of Materials, Consumable Supplies, and Equipment Incorporated into the Completed Project, including:**

7.1.3.1 Costs (including transportation and storage) of materials, consumable supplies, and equipment required by the Contract Documents to be used or incorporated into the completed Project.

7.1.3.2 Costs of materials in excess of those actually installed or incorporated to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become TFC's property at the completion of the Work or, at TFC's option, shall be sold by DB in a commercially reasonable manner. Any amounts realized from such sales shall be credited to TFC to reduce the Cost of the Work.

**7.1.4 Cost of Other Materials and Equipment, Temporary Facilities, and Related Items, including:**

7.1.4.1 Reasonable and necessary costs of renting motorized or engine-power or other specialized items of construction equipment or temporary facilities that are necessary to perform the Work at the Site. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the DB, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by TFC and shall be in accordance those established by (i) the "Contractor's Equipment Cost Guide," latest edition published by the Associated General Contractors of America, or (ii) the lowest of three (3) competitive bids obtained from equipment leasing companies that have been approved by the TFC before any commitments are made. Such rental costs shall in no event be charged at higher than competitive rental rates prevailing in the county where the Work is to be performed for similar equipment. In no event shall the aggregate rental cost to TFC exceed the purchase price and maintenance cost of the item.

7.1.4.1.1 The aggregate rental cost of any item charged to TFC shall not exceed ninety percent (90%) of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds ninety percent (90%) of the purchase and maintenance price, DB shall purchase the equipment and turn it over to TFC upon Final Completion of the Work or, at TFC's option, credit TFC with the fair market resale value of the item.

7.1.4.2 Reasonable and necessary costs of furnishing hand tools, instruments and other devices (except for those customarily owned by construction workers) that are necessary to use at the Site to perform the Work; provided that TFC has approved the rentals and the rental rates in advance and all other such costs must be based on fair market value less any far market salvage value or credit for the sale or return thereof.

**7.1.5 Miscellaneous Costs.** Miscellaneous costs, which shall include the following.

7.1.5.1 Sales, use or similar taxes imposed by an Authority Having Jurisdiction that are related to the Work and for which DB is liable except those for which exemption is allowed under the Applicable Law.

7.1.5.2 Fees and assessments for any building permit and for other permits, licenses and

inspections for which DB is required to be paid by the Contract Documents.

7.1.5.3 Fees of laboratories for tests required by the Contract Documents and the UGC, except those related to defective or nonconforming Work for which reimbursement is excluded by UGC Section 8.2.3.5 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.2 below.

7.1.5.4 Intellectual property royalty and license fees paid for the use of a particular design, process, or product required by the Contract Documents which are, or will be incorporated into the Work.

7.1.6 **Emergency Costs.** Emergency costs, which shall include the following.

7.1.6.1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property as provided in UGC Sections 7.3 and 11.7.4.

7.1.6.2 Costs of repairing damaged Work performed by DB or Subcontractors, provided that such damaged Work was not caused by any negligence, or failure to fulfill a specific responsibility, of DB or Subcontractors and only to the extent that the cost of repair is not covered by DB's insurance, sureties, Subcontractors, or others.

7.2 **General Conditions Costs.** DB is entitled to receive payment for allowable General Conditions Costs as set forth in DB's Proposal as accepted by TFC and incurred between the issuance of a Notice to Proceed with Construction Services requiring the performance of Construction Services (whichever is earlier), and thirty (30) calendar days after the date of Substantial Completion of DB's Work. DB is not entitled to reimbursement for General Conditions Costs incurred before the date specified in the preceding sentence, except with prior written approval of TFC. Allowable General Conditions Cost items are generally identified below and in the Special Conditions, if any. DB shall include General Conditions Costs items in a separate schedule attached to the DB's Proposal Items not included in the general category below or identified in the DB's Proposal and the Design-Build Amendment will not be allowed as General Condition Costs.

7.2.1 **Supervisory Personnel Costs.** The actual wages based on wage rates for DB's hourly employees and monthly salary rates of DB's salaried personnel engaged in Project management, supervisory, support and administrative roles and who are identified to TFC in advance and in writing but only for the time actually stationed at the Project site with TFC's prior consent. DB shall include these rates in an exhibit providing wage/salary and benefits information for the specific staffing proposed by the DB during the proposal stage of the selection process. The specific personnel and salary rates included in DB's proposal during the selection process along with additional staffing and salary rates that TFC and DB mutually agree to be necessary for the competent management and successful completion of the Work shall be provided as part of the DB's Proposal. Staffing and wage/salary and benefits information may be changed only by mutual agreement during the DB's Proposal negotiation or during the Construction phase when such changes are necessary or unavoidable. The DB Project Manager's monthly salary rate may be included in the General Conditions Costs only when the DB Project Manager is directly managing the Project. Except as may otherwise be provided in the Special Conditions, if any, all personnel costs are subject to audit to determine the actual cost of the wages, salaries, allowable employer contributions, and labor burden incurred by the DB for services performed with respect to the Project.

7.2.2 Costs of long-distance telephone calls, postage, package delivery and courier service, hardwired telephone service, construction documentation, and reasonable expenses of DB's jobsite office if incurred at the Project site and directly and solely in support of the Work.

7.2.3 Miscellaneous jobsite costs relating to transportation and personnel, including transportation, parking, background checks and employee identification materials, costs of the safety program, temporary barriers, signage and controls, and cleaning and waste disposal.

7.2.4 Permit and inspection fees that are not subject to exemption. Permit and inspection fees paid by DB where TFC is exempt will not be reimbursed by TFC.

7.2.5 Premiums for insurance and bonds to the extent directly attributable to this Project. Notwithstanding the foregoing, premiums for subcontractor payment and performance bonds and/or subcontractor default insurance shall **NOT** be reimbursable as a General Conditions Cost or Cost of the Work.

7.2.6 Governmental sales and use taxes directly attributable to the General Conditions Costs that are not subject to exemption. Taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by TFC as Costs of the Work.

7.3 **Items Excluded from the Cost of the Work.** Any provisions in this Agreement to the contrary notwithstanding, Cost of Work shall **NOT** include the following items:

7.3.1 Salaries or other compensation of DB's personnel stationed at the DB's principal office or offices, except as may be specifically provided in Section 7.2.1 above, or as may be provided in UGC Article 11.

7.3.2 Expenses of the DB's principal office and other offices, other than those members of DB's principal office which perform work or services directly related to this Project.

7.3.3 Overhead and general expenses, except as may be expressly included in Sections 7.2 above.

7.3.4 DB's capital expenses, including interest, on the DB's capital employed for the Work.

7.3.5 Except as provided in Section 7.1.6.2 of this Agreement, costs due to the negligence or failure of DB, Subcontractors, or anyone directly or indirectly employed or engaged by any of them, to fulfill a specific responsibility under this Agreement.

7.3.6 Costs of acceleration of the Work arising as a result of delay to the extent caused by the negligence of DB, or its Subcontractor or other persons over whom DB or any Subcontractor exercises control or is legally responsible, including any and all overtime wages, unabsorbed home office overhead, or other consequential loss incurred by DB.

7.3.7 Any and all costs not otherwise expressly authorized to be charged as a Cost of the Work herein, including, without limitation.

7.3.8 Premium costs/charges for or relating to subcontractor payment and performance bonds and/or subcontractor default insurance.

7.3.9 Any cost not specifically and expressly identified in Sections 7.1 to 7.2 above.

7.3.10 Costs for services incurred during the Preconstruction Phase of the Project (these are paid as Preconstruction Services).

## **ARTICLE 8. CONSTRUCTION PHASE SERVICES**

The "Construction Phase" of the Project shall be deemed to commence upon the date specified in a NTP with Construction Services issued by TFC after executing the Design-Build Proposal and shall continue until Final Completion of all Work. Upon receipt of the NTP, DB shall proceed with the Work and timely

deliver to TFC the Construction Services for the Project as is specified in UGC Section 3.3, and as is set forth in this Article

8. TFC reserves the right to (i) direct the Construction Phase to commence prior to completion of the Preconstruction Services, in which case the services will proceed concurrently as set forth in Section 4.5 herein; or (ii) to complete the Project in phases.

8.1 **Performance.** DB shall furnish all Construction Services in a good and workmanlike manner, in strict compliance with the Contract Documents and all Applicable Laws, within the time parameters provided under the approved Work Progress Schedule, and within the Contract Sum. DB shall maintain work progress and products consistent with the Work Progress Schedule. DB will provide its best efforts to complete the Project in an expeditious and economical manner consistent with TFC's interests and in the best interest of the Project. TFC reserves the right to impose liquidated damages as to the timely completion of all or distinct portions of the Project.

8.1.1 **Ongoing Responsibilities.** DB shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in accordance with the requirements of the Contract Documents, including this Agreement and the UGC. DB, not TFC, shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. DB shall coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Contract Documents. DB will thoroughly review and closely scrutinize the performance, means, methods, constructability, schedules, and costs of all of its Subcontractors and suppliers as is relevant to each Subcontractor's discipline.

8.1.2 **Compliance with Prevailing Wage Rates.** DB will, at all times pertinent to this Agreement, comply with UGC Article 2 concerning prevailing wage rates.

8.1.3 **Multiple Completion Times.** DB agrees to timely deliver the services described in this Agreement whether the Project is to be completed as a single package or in multiple combinations of packages. DB will cooperate fully if TFC decides to "Fast Track" and establish multiple completion dates. If TFC elects these approaches, DB shall organize and perform its services to be most appropriate and efficient for each stage of Project development. In these circumstances, each stage of the Project may have a unique schedule for completion and specific cost limitations agreed to in writing by the DB and TFC.

8.1.4 **Force Majeure.** Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Agreement, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused solely by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure" including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, or floods, earthquakes, hurricanes, or any other natural disaster, and governmental actions or orders concerning pandemics or epidemics, but not otherwise.

8.1.4.1 **Notice.** In any such event, the party claiming force majeure shall notify the other of the Force Majeure event in writing within seventy-two (72) hours of the earlier of (a) the commencement of the Force Majeure event or (b) the entry of any order by an Authority Having Jurisdiction of an emergency or Force Majeure event. In the event DB fails to timely provide said notice, such failure shall constitute, without further notice or action, a waiver of the right to claim Force Majeure for such event. If possible, such notice shall set forth the extent and duration thereof. TFC shall determine the termination of the Force Majeure event in the exercise of reasonable discretion and based upon any applicable order entered by an Authority Having Jurisdiction.

8.1.4.2 **Due Diligence.** DB shall exercise due diligence to prevent, eliminate, or overcome any Force Majeure event where it is reasonably possible to do so and resume performance of Design Services at the earliest possible date. However, if nonperformance continues for more than thirty (30) Days, TFC may terminate this Agreement immediately upon written notification to DB.

8.1.5 **Risk of Loss.** DB shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the Work must be done are different from what were estimated or anticipated by DB.

8.2 **DB's Project Administration.** DB shall establish and maintain an on-site organization of competent, full-time personnel to coordinate the administration of the construction of the Work, provide budgeting and cost control measures, scheduling, review of shop drawings and submittals, establish and maintain safety controls, provide input into permits and testing, and provide a general and responsible staff to manage and complete the Construction Services in accordance with this Agreement and the UGC.

8.2.1 **Key Personnel.** DB shall designate in writing to the Project Team those key employees and representatives who are authorized to act on the DB's behalf with respect to the Project.

8.2.1.1 **Designation.** DB shall designate one or more DB Project Manager(s) and Project superintendents who are responsible for the day-to-day management of the Construction Services. The DB Project Manager (or one of them as designated by DB and approved by TFC) shall be authorized to act on behalf of and bind the DB in all matters related to Construction Services including, but not limited to, execution of Change Orders and submission of Applications for Payment. The DB Project Manager, and all superintendents, Project engineers, and other representatives, their titles, and a brief description of the limitations of each representative's authority shall be included as an exhibit (the "**DB List of Key Personnel**") to the Design-Build Proposal. After any said list is integrated into this Agreement, DB shall not change their assignments without TFC's written consent, which consent shall not be unreasonably withheld. DB shall not assign or retain on the Project any person or entity to whom TFC reasonably objects.

8.2.1.2 **Replacement.** The DB Project Manager and Project superintendents must be committed to the Project on a full-time basis. TFC reserves the right to request that the DB Project Manager and the Project superintendents, and any of DB's employees and Subcontractors (and their Project Managers), be removed and replaced if, in the sole opinion of TFC, their performance on this Project or any other Projects, is and/or was not adequate or their continued involvement with the Project will, is, or has become, detrimental to the timely and successful completion of the Project, including but not limited to, for such reasons as: (i) any past or present violation of any statute, rule, regulation, or ordinance of any city, county, the State of Texas or the United States, or any other Applicable Laws; (ii) TFC's reasonable belief that failure to obtain an acceptable criminal background check will occur; (iii) prior unsatisfactory performance on other TFC projects; and (iv) any other like reasons. DB shall bear the costs associated with the replacement of any of its staff listed on the DB List of Key Personnel.

8.2.2 **Budget Control.** To provide for timely and detailed control of costs and expenditures, DB will:

8.2.2.1 Maintain cost accounting records in good form on expenditures for materials, labor, or for any other expenditures;

8.2.2.2 Promptly identify all variances between estimated costs and actual costs during the

Construction Phase, and report such variances, and recommend to the Project Team measures to counter any adverse cost movements, no more than five (5) Days after acquiring such information;

8.2.2.3 Comply with requirements for submission of progress and final pay applications and related documents as provided in Article 10 of UGC;

8.2.2.4 Prepare and administer its Schedule of Values and all Subcontractors' Schedule of Values together with sworn statements and waivers of lien, contract and disbursement summaries, change order listings and change orders, and budget cost summary reports and submit same to TFC on a monthly basis; and

8.2.2.5 Notify TFC within five (5) Days of identification of any item or portion of the Project that DB contends is not within the scope of the Project, or if DB contends that an adjustment to the Stipulated Sum or the Contract Time should be made due to a deviation from the established performance criteria.

### 8.2.3 Schedule Control.

8.2.3.1 **Procurement Schedule.** DB shall prepare, for A/E's review and TFC's review and acceptance, a procurement schedule for items that must be ordered in advance of commencement of construction.

8.2.3.1.1 DB shall timely expedite and coordinate the ordering and delivery of products and materials that must be ordered in advance of construction.

8.2.3.1.2 Upon TFC's issuance of a Notice to Proceed with any Construction Services, DB shall (i) assume full responsibility for all materials and equipment assigned to DB by TFC for Project-related items purchased by TFC, and (ii) obtain and bind all insurance coverages, including builder's risk insurance, as required by "**Exhibit H**".

8.2.3.2 **Work Progress Schedule.** DB shall, at all times, comply with the scheduling requirements in UGC Article 9. DB shall adhere to the Work Progress Schedule established in accordance with the terms and conditions of this Agreement, as it may be amended from time to time. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise may be stated in the Contract Documents, all Work at the Site shall be performed Monday through Friday, from 7:00 a.m. until 6:00 p.m. DB shall not permit the performance of Work on any other day or time without TFC's prior written consent, which consent shall not be unreasonably withheld. DB understands and agrees that work, installation or any other service performed without the prior written authorization of the TFC Project Manager is work outside the scope of this Agreement and shall be performed exclusively at DB's risk.

8.2.3.3 **Inspections and Testing Coordination.** DB shall plan for and develop the Work Progress Schedule to accommodate necessary inspections and testing of electrical systems. DB is strictly prohibited from energizing or otherwise activating any electrical systems or equipment at the Site without a minimum of twenty-four (24) hour advance notice to TFC. Any provisions in the Contract Documents to the contrary notwithstanding, TFC reserves the right to deny and/or revoke DB's authority to energize or otherwise activate any electrical systems or equipment at the Site. DB will not be entitled to receive additional compensation for any such denial or revocation.

**8.2.4 Communication and Reporting.** DB shall cooperate with all members of the Project Team and endeavor to further the interests of TFC and the Project. DB will establish procedures for effective communication and coordination among the Project Team, Subcontractors, separate contractors, and others regarding the construction of the Project, and implement and continuously modify such procedures as necessary. To the extent of an apparent conflict in the sequencing of Work or services with another service provider, DB shall report the concern to the TFC Project Manager. DB shall coordinate delivery and installation of TFC-procured material and equipment and shall cooperate with any commissioning agent engaged by TFC.

8.2.4.1 **Meetings.** DB shall actively participate in all meetings and/or teleconferences to bring the full measure of DB's collective experience, expertise and recommendations to the Project as it pertains to the overall Project or to a specific discipline including, but not limited to, all explanatory presentations with the A/E as may be requested by TFC, and matters concerning the proposed site use and improvements, selection of materials, and building systems and equipment. DB shall attend TFC regularly scheduled and any interim Project progress meetings and fully advise the Project Team of the Project status including progress, schedule, costs, quality and changes.

8.2.4.2 **Reporting.**

8.2.4.2.1 **Monthly.** On a monthly basis, or as otherwise agreed in writing by TFC, DB shall submit written progress reports to TFC, PMF, and A/E, reporting DB's assessment of percentages of completion and other information required by TFC. Unless otherwise provided by the A/E or PMF, or the DB in the absence of the A/E or PMF, DB shall record and distribute the minutes of each monthly and interim Project meeting to each Project Team member. The minutes shall identify critical activities that require action, the person/entity responsible to complete the action and the dates by which each action must be completed.

8.2.4.2.2 **Daily Log.** Unless and until instructed otherwise in writing by TFC, DB shall also prepare a daily log (the "**Daily Log**") containing: (i) a record for each day's weather (unless otherwise provided by the A/E or PMF); (ii) a statement of which days since the previous monthly report are claimed by DB to be subject to Force Majeure, as defined in Section 8.1.4 of this Agreement, portions of the Work in progress; (iii) number of workers on the Site; (iv) identification of all equipment on the Site; (v) problems that might affect progress of the work; and (vi) all accidents, injuries, and any other information that may be requested by TFC from time-to-time, and upload said Daily Log into EMPCS as directed by TFC, by the end of each next business day. In the event DB fails to timely and properly identify and upload any Force Majeure days, DB shall be deemed, without further notice, to have automatically waived any claims of Force Majeure as to those days.

**8.2.5 RFIs, Submittals, and Maintenance of Documents.**

8.2.5.1 **Affirmation as to Submittals.** Upon submittal to TFC of any documentation or data that was created or modified by DB, including but not limited to Drawings, Specifications, and the Budget, all representations contained therein shall be true and accurate as to each such creation or modification.

8.2.5.2 **Documents.** All documents prepared by DB shall be: (i) completed and delivered in a timely manner and in a manner consistent with industry standards; (ii) conform to or exceed the specifications set forth in the Contract Documents; and (iii) be fit for ordinary use, of good

quality, and with no material defects. Where Shop Drawings or a sample is required by the Contract Documents or the Submittal Register, as defined in UGC Section 1.40, any related Work performed prior to A/E's review and approval of the pertinent submittal will be at the sole expense and responsibility of DB.

8.2.5.3 ***Electronic Project Management Control System and Tracking.*** DB shall use TFC's designated project management software system to correspond and maintain project related correspondence and documentation throughout the life of the Project including Project close-out and final payments. DB will establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplemental instructions and provide updated records at each TFC's meeting and at other times when requested. DB certifies and represents that it is proficient in the use of CAD systems and the EPMCS utilized by TFC.

8.3 **A/E's Construction Administration Services.** A/E's Construction Administration Services shall include those designated in the A/E Agreement, but shall at least include, but not be limited to the following: (i) visits to the Project site, with reasonable notice, at intervals appropriate to the type and stage of construction progress, but not less than monthly, to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents; (ii) attendance at regular progress, pencil draw, and special meetings scheduled by TFC; (iii) interpretation and clarification of technical intent and scope of the Construction Documents; (iv) review of submittals, DB's proposed procurement schedule, and DB's Work Progress Schedule; (v) consulting with PMF and TFC Project Manager to review Change Order requests and pricing; (vi) preparing proposed changes to Drawings and Specifications, responses to RFIs, and A/E's ASIs; (vii) administration and close out of DB's punch lists and participation in punch list finalization walks; (viii) inspections for certification of Substantial Completion and Final Completion; (ix) preparation of final Record Drawings; and (x) review of DB's submission of final Close-Out Documents and other items listed as required for Final Payment.

8.4 **Permits and Approvals.** DB shall obtain building permits and special permits for permanent improvements as required by law, regulation or the Construction Documents. DB shall assist TFC or A/E in obtaining all approvals required from authorities having jurisdiction over the Project.

8.5 **Testing.** DB shall coordinate and provide access for all testing and testing by separate contractors/providers) operations at the site and coordinate the receipt and proper distribution of all testing results. All testing initiated by the DB, shall be paid by the DB. To the extent that this provision conflicts with UGC Article 8.2 (Testing), this provision shall control. All corrective measures necessary for a product or system to meet the requirements of the Contract Documents and any necessary re-testing shall be paid by DB.

#### 8.6 **Use of the Site.**

8.6.1 **Operations.** DB shall confine all construction operations within the limits of construction indicated on the Drawings or otherwise agreed to in writing by TFC, and use due care in placing construction tools, equipment, materials, and supplies so as to cause the least possible damage to property and interference with traffic. If additional easements for its operations are needed, DB is solely responsible for acquisition and maintenance of the easement.

8.6.2 **No Smoking.** All facilities where work is to be performed are nonsmoking buildings. DB's employees and Subcontractors are prohibited from smoking in all areas except in areas designated for smoking.

8.6.3 **Review of Contract Documents and the Site.** DB acknowledges that it has had an opportunity

to visually examine, and prior to the submission of its DB's Proposal will have carefully examined, all of the Contract Documents including, but not limited to, the Drawings and the Specifications, and has fully acquainted itself with the scope of Work, design, availability of materials, existing facilities, the general topography, soil structure, substructure conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work and its surrounding. DB acknowledges that it has made all visual investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and that anything in any of the Contract Documents or in any representations, statements or information made or furnished by TFC or its representatives notwithstanding, DB will, regardless of any such conditions pertaining to the Work, the site of the Work, or its surroundings, complete the Work for the compensation stated in this Agreement.

**8.6.4 Hazardous Materials.** As part of its examination of the Site conditions, DB has made and/or will make, reasonable and appropriate efforts to discover the presence of any subsurface or otherwise concealed Hazardous Materials. The scope of said examination must include a reasonable amount of invasive and/or destructive exploration behind walls and ceilings. The results thereof shall be delivered to TFC in writing at or prior to the delivery of the DB's Proposal. In the event DB discovers the presence of other Hazardous Materials during the Construction Phase of the Project, DB shall promptly, but in no event later than seven (7) Days after each such discovery, provide written notice thereof to TFC and A/E. DB shall not disturb said conditions. Any remediation of such Hazardous Materials shall be considered outside the scope of Work unless specifically included in the Design-Build Proposal.

**8.7 Completion of the Work and Inspections.** DB will fully comply with the requirements of UGC Article 12 as it concerns inspections and timely submittal of Punchlists as required for pre- and post-inspections for Substantial and Final Completion.

**8.7.1 Completion Deadlines.** DB shall achieve Substantial Completion and Final Completion within the time periods specified in the Design-Build Proposal. In the event the Project is to be constructed in phases (or with interim construction milestones), each phase (or with interim construction milestones) must be constructed within the period of time specified by TFC.

**8.7.2 As-Builts/Record Documents.** No later than ten (10) Days prior to the date of the Substantial Completion inspection, DB must deliver to A/E a copy of the BIM, DB's marked-up Record Documents, and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents for the Work that is the subject of the Substantial Completion Inspection.

**8.7.3 Certifications are Conditions Precedent.** Issuance of a Certificate of Substantial Completion is a condition precedent to DB's right to issue notice that the Work will be ready for Final Inspection. Issuance of a Certificate of Final Completion is a condition precedent to DB's right to receive Final Payment.

**8.7.4 Site Conditions.** Prior to Substantial Completion of the Work, DB shall clean the Site and the Work and make it ready for utilization by TFC. At Substantial Completion of the Work, DB shall store and secure all tools, appliances, construction equipment and machinery, and surplus materials necessary to allow for beneficial occupancy by the Using Agency, and shall restore all property not designated for alteration by the Contract Documents to original condition. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in this Agreement.

**8.7.5 Fees.** In the event any fees, and/or other direct and/or consequential damages are charged to,

or incurred by, TFC by reason of DB's failure to timely correct and/or complete the items that are the subject of any of the three inspection processes set forth in UGC Section 12.1.5.3 within reasonable time, DB shall be liable to TFC for such fees and/or damages. At Final Completion, DB shall remove all tools, appliances, construction equipment and machinery, and surplus materials from the Site.

8.8 **Warranties.** DB will fully comply with the Warranty provisions set forth in UGC Article 13. However, the creation of DB's general one (1) year warranty set forth in UGC Section 13.2 shall not be construed to constitute a waiver of DB's obligation to correct, or otherwise be responsible for, any latent defects beyond the above-mentioned one (1) year corrective period. Any provision in the UGC to the contrary notwithstanding, no warranty periods shall commence unless and until a Certificate of Substantial Completion has been issued for the corresponding Work or portion thereof. All warranties and guarantees required by the Specifications shall expressly run to the benefit of TFC.

8.9 **Safety.** DB shall carefully adhere to the requirements of the Contract Documents for safety and quality control, including UGC Article 7 Safety and Article 8 regarding Quality Control. Further, DB shall provide recommendations and information to TFC and A/E regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. The DB shall verify that appropriate safety considerations and provisions are included in the Construction Documents and that the Work envisioned does not include any unnecessary safety risks.

8.9.1 **Electrical Energy Control, Lockout/Tag-out Procedure.** DB and Subcontractors shall inform the TFC Project Manager of their Hazardous Electrical Energy Control, Lockout/Tag-out Procedure. DB's procedure must meet or exceed TFC's procedure as determined by the TFC Project Manager. Work or services shall not be done on energized electrical circuits, components or equipment. When de-energizing is impractical due to possible harm to personnel, equipment or facility damage, negative onsite or offsite environmental impact, or business interruption, DB must follow OSHA requirements as detailed in OSHA Regulations 29 CFR §§ 1910.331 – 1910.399.

8.9.2 **Safety Stand-Down Orders.** TFC may at any time, in its sole discretion and in writing with reasonable notice, order a temporary stand-down of DB's performance of the services ("Safety Stand-Down Order") as a result of any one (1) or more safety incidents, whereupon DB shall immediately direct all DB Personnel to stop all services while DB conducts a comprehensive review of DB's safety management plan and any Site conditions affecting safety at any Project Site for the purpose of: (i) identifying any safety hazards and unsafe working conditions; (ii) conducting safety training of the DB personnel involved in performance of the services who were or may have been exposed to harm in connection with such safety incident(s); and (iii) taking any corrective action that DB determines to be necessary and appropriate to fulfill its obligations in accordance with this Agreement. Upon receipt of TFC's Safety Stand-Down Order, DB shall not resume performance of the services until it has issued to TFC a written report, which shall be due within forty-eight (48) hours of the receipt of TFC's Safety Stand-Down Order, detailing the course of action that DB has taken, or plans to take, to resolve the safety incident(s) described therein, and to prevent the recurrence thereof. After reviewing such course of action with TFC, DB shall, in the exercise of the DB's reasonable judgment, propose the date by which DB will complete all corrective action. Services shall resume only upon TFC's delivery of further written notice to DB withdrawing the TFC's Safety Stand-Down Order, which notice of withdrawal shall not be issued until TFC is reasonably satisfied that DB has sufficiently implemented all appropriate corrective action as necessary to enable DB to safely resume services, fulfill its contractual obligations set forth in this Agreement, and thereby avoid recurrence of the safety incident(s). DB shall not be entitled to an adjustment of the DB's Compensation, or Work Progress Schedule, as the result of TFC's issuance of a Safety Stand-Down Order. If DB fails to implement the corrective action in the manner proposed by DB and determined by TFC to be reasonably acceptable, such failure shall be deemed a material breach of this Agreement and TFC may, without further notice, terminate this Agreement for cause. In responding to any Safety Stand-Down

Order, DB's evaluation of the need for, and its plan of, corrective action shall be undertaken as an independent contractor, pursuant to Section 12.3 of this Agreement and nothing herein shall be construed or interpreted to mean that TFC has assumed or agreed to assume any duty of care to the DB Personnel, or to provide guidance or instruction as to the DB's means and methods for managing safety as required by this Agreement. Any action taken by TFC hereunder to enforce TFC's rights to require DB to fulfill its safety obligations under this Agreement shall be deemed to be undertaken solely for the purpose of fulfilling TFC's contractual expectation of results in terms of delivery of the Projects without causing injury or harm to persons or property.

**8.9.3 OSHA.** A/E, its Consultants of every tier, and all of their employees shall comply with all OSHA rules and regulations provided by the Department of Labor, OSHA, Code of Federal Regulations Chapter 29. Employees of A/E and its Consultants of every tier, and all of their employees and subcontractors shall be trained in accordance with OSHA Chapter 29. A/E and subcontractors and its Consultants shall inform the TFC Project Manager of their Hazardous Electrical Energy Control, Lockout/Tag-out Procedures. A/E's procedure must meet or exceed TFC's procedure as determined by the TFC Project Manager. Details provided by A/E or its Consultants regarding de-energization of equipment must comply with OSHA Regulations 1910.331 – 1910.399.

**8.10 Historically Underutilized Businesses.** DB will proactively comply with TFC's established policies regarding the utilization of HUB and all other applicable administrative rules and statutes relating to utilization of HUB's by TFC for the Project, including, without limitation, (i) as described in the HUB Subcontracting Plan Form, a digital copy of which is attached hereto as "**Exhibit G-1**" and incorporated herein for all purposes, and (ii) the HUB Compliance Reporting System as described in UGC Article 4. When required, including, without limitation, (a) as part of the DB's Proposal, (b) prior to issuance of a Notice to Proceed for any Work; and (c) prior to issuance of a Notice to Proceed for Construction Services, DB shall submit an updated HSP for TFC's approval. Upon TFC approval of HSP update(s), such update(s) shall become, without further notice or action, a part of the incorporated "**Exhibit G-1.**" DB shall provide the HUB program of TFC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder on the PARs form, a copy of which is attached hereto as "**Exhibit G-2**" and incorporated herein for all purposes. No changes to the HSP can be made by the DB without the written approval of TFC.

**8.10.1 Requirement to Utilize HUB Compliance Reporting System.** Pursuant to *Tex. Admin. Code Title 34 §§ 20.285(f) and 20.287(b)*, TFC administers monthly HSP to include the PARs compliance monitoring through a HUB Compliance Reporting System known as B2G. DB and DB's Subcontractors must submit required PARs information into the B2G system as a condition of payment. When delays occur in the timely submission of PARs information into the B2G system, TFC reserves the right to treat such delays as a deficiency resulting in suspension of DB's payment request until such deficiency has been resolved.

**8.11 Copyrights/Trademarks/Instruments of Service.** Drawings, Specifications and other documents prepared by A/E, its consultants, other consultants retained by TFC for the Project, or by DB, that describe the Work to be executed by the DB are instruments of service and shall remain the property of their authors (or TFC as may be provided in the respective contractual agreements between TFC and the respective design professional). These documents are for use on the Project only and the DB and its Subcontractors shall not use the documents on any other projects. The DB shall be permitted to retain one record set of such documents. All other copies of the documents shall be returned to their respective authors or suitably accounted for. The DB and its Subcontractors are authorized to reproduce and use portions of the documents as necessary and appropriate for the execution of the Work. Submission or distribution of the documents to meet official regulatory requirements or for other purposes in connection with the Project shall not diminish the author's rights.

8.11.1 DB agrees that all instruments of service prepared by DB pursuant to this Agreement are subject

to the rights of TFC in effect on the date of execution of this Agreement. These rights include the right to use, duplicate and disclose such subject matter and data, in whole or in part, in any manner for alterations, additions, remodels or maintenance; and to have others do so including production of the instruments of service in response to a public information request pursuant to *Tex. Gov't. Code Ch. 552*. If the instruments of service produced by DB are subject to copyright protection, DB hereby grants to TFC a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such and to authorize others to do so. TFC shall be further authorized to make subsequent use of any instruments of service for any and all future renovations, modifications, alterations, maintenance, repairs, and the like, of the Project. DB shall include appropriate provisions to achieve these purposes in all Subcontracts entered into that produce information subject to copyright protection.

8.11.2 DB shall promptly provide copies of all instruments of service in DB's possession to TFC upon completion, termination, or cancellation of this Agreement for any reason, including all copies in any form or medium specified by TFC in this Agreement, whether written, digital, or electronic.

8.11.3 **No Use of TFC's Name or Trademark.** DB agrees not to make any written use of or reference to TFC or the Using Agency names or registered or unregistered trademarks for any marketing, public relations, advertising, display or other business purpose or make any use of TFC's or Using Agency's facilities for any activity related to the express business purposes and interests of TFC/Using Agency pursuant to this Agreement, without the prior written consent of TFC/Using Agency which consent may be withheld or granted in TFC and/or Using Agency's sole discretion. DB shall not advertise that it is doing business with TFC or use this Agreement as any sort of marketing or sales tool without the prior written consent of TFC.

8.12 **Work Made for Hire.** All Work performed by DB and its Subcontractors and consultants shall constitute the exclusive property of TFC. All right, title and interest in and to said Work shall automatically and without further notice or action vest in TFC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work may not, by operation of law, vest in TFC, or such Work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably and unconditionally assigned to TFC. TFC shall also have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. DB must give TFC and/or the State of Texas, as well as any person designated by TFC and/or the State of Texas, all assistance reasonably necessary to effectuate the intent of this section and to perfect the rights and interests defined herein without any charge or expense to TFC beyond those amounts payable to DB for the services rendered under this Agreement.

## ARTICLE 9. PAYMENT

9.1 **Construction Phase Payments.** Payments for Construction Services shall be made in conformance with UGC Article 10, subject to the conditions and terms of this Agreement.

9.1.1 **Schedule of Values.** All payment requests shall be submitted on an Application for Payment which shall be based on the Schedule of Values approved by TFC pursuant to UGC Section 10.1 and shall include all required attachments. DB's Construction Services Fee, General Conditions Costs, Construction Administration Fee, and DB Contingency shall, in addition to the requirements of UGC Section 10.1, be shown as a separate line items on the Schedule of Values and on each monthly Application for Payment. DB shall also submit a submittal schedule with the Schedule of Values that provides for the purchase of all materials necessary for the Work within the first twenty-five percent (25%) of the Construction Phase, as shown on the approved construction schedule.

9.1.2 **Initial Pay Application.** The submission of the initial pay application must be preceded by the submission and approval of the Schedule of Values, as defined by UGC Section 1.34, at least

twenty-one (21) Days prior thereto, as provided in UGC Section 10.1.1.

**9.1.3 Progress Payments.** Payments to DB will be based on Applications for Payment the submitted to the A/E, PMF, and TFC Project Manager in conformance with the requirements below and in UGC Section 10.2.

9.1.3.1 Payments for Subcontractor work shall not exceed the percentage of Work allocated to that Subcontractor for any particular work classification and shall not exceed the total value of the subcontract amount.

9.1.3.2 DB's Construction Services Fee shall be paid monthly in the same proportion as the approved percentage completion of the Cost of the Work of the Project.

9.1.3.3 With the exception of mobilization costs that are accepted in the Design-Build Proposal and supported with documented receipts for costs incurred, DB's General Conditions Costs shall be calculated and paid each month on the basis of the percentage of completion of the entire Work in conformity with the requirements of the Contract Documents and in such amounts as verified by TFC Project Manager and the A/E. Payment of any DB's General Conditions Cost to date shall not proportionally exceed the percentage of overall Cost of Work installed unless otherwise approved by TFC in writing.

9.1.3.4 Used DB Contingency for the particular month submitted shall be reported separately on the Application for Payment.

9.1.3.5 Change Orders shall be listed separately on the Application for Payment form. Payment for approved Change Orders shall be made as part of the DB's Application for Payment.

9.1.3.6 Payments not in dispute shall not be unreasonably withheld.

**9.1.4 Additional Pay Application Requirements.** In addition to the requirements of UGC Article 10, each pay application must also include the following additional documentation.

9.1.4.1 An updated Work Progress Schedule, as defined in UGC Section 1.49, including the executive summary and all required schedule reports, as provided in UGC Sections 8.3.1.3 and 10.2.1.2.

9.1.4.2 Complete copies of all receipts, invoices with check vouchers or other evidence of payment, payrolls, and any and all other evidence of the Cost of the Work and the DB's General Conditions Costs which TFC or its designated representatives shall deem necessary to support the amount requested. This information is subject to audit and payment for these costs is dependent on TFC's receipt of accurate and complete records of all transactions. TFC may reduce the amount paid for General Conditions Costs in any pay period if TFC, in its good faith judgment, determines that the unpaid balance of the General Conditions Costs line item is not sufficient to cover necessary General Conditions Costs for the remainder of the Project.

9.1.4.3 A PAR monthly compliance report, as provided in UGC Sections 4.2.5.1 and 10.2.1.3.

9.1.4.4 All test results and reports from all Subcontractors and/or otherwise under DB's possession or subject to DB's control.

9.1.4.5 A duly executed Conditional Waiver and Release on Progress Payment from each Subcontractor that complies with *Tex. Prop. Code § 53.284(b)*.

9.1.4.6 Proof of satisfaction of DB's obligation to timely upload the DB's Daily Log to the EPMCS.

9.1.4.7 Any other information or documentation as may be requested by TFC.

### 9.1.5 Pay Application Certifications.

9.1.5.1 Each submission of a pay application shall also constitute DB's certification that: (i) as of the date of the Application for Payment, DB is in compliance with UGC Section 2.2.1; (ii) DB has updated all expired insurance policies as required by UGC Section 5.2; (iii) DB has updated the Record Documents, as required by UGC Section 6.2.3; (iv) DB has updated the Submittal Register, as defined in UGC Section 1.40, and pursuant to UGC Section 8.3.1.2; and (v) the sums contained in the pay application that represent amounts owed to Subcontractors and/or suppliers are, in fact, due and owing to said Subcontractors and/or suppliers, without any deductions or offsets.

9.1.5.2 DB's submitted Applications for Payments (including DB's Final Application for Payment) shall be certified by the A/E and PMF as described below. To the extent of a conflict between the terms and conditions of this Section 9.1.5.2 and the terms and conditions of the UGC related to Applications for Payment (and certification thereof), this Section shall control.

9.1.5.2.1 The A/E shall, as appropriate to the type and stage of construction progress and as otherwise required by this Agreement, but not less than monthly, conduct on-site observations of the Work to review the progress and quality of the Work, to determine in general if the Work is proceeding in accordance with the Contract Documents, and or to guard TFC against defects and deficiencies in the Work. On the basis of such onsite observations, the A/E will certify all formal Applications for Payment. Certifications shall constitute a representation by the A/E to TFC, based on the A/E's observations at the site and on the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quantity and quality of the work is in accordance with the Contract Documents. However, the certification of the Application for Payment by A/E shall not be a representation that the A/E has made exhaustive inspections of the Work or has attempted to ascertain how and for what purpose the DB has used the funds previously paid on account of the Contract Sum.

9.1.5.2.2 PMF will work collaboratively with the A/E and the TFC Project Manager to certify and issue certificates for payment (each a "Certificate for Payment"). After the A/E has reviewed the Application for Payment, the TFC Project Manager and PMF will review it. The PMF will issue a Certificate for Payment if it finds that all requirements have been met. The PMF's issuance of a Certificate for Payment shall constitute a representation by the PMF, based on its observations at the site, that the Work has progressed to the point indicated and that the payment requested reasonably corresponds to the quantity of the Work performed as observed by the PMF. The issuance of a Certificate for Payment by the PMF will not be a representation that the PMF has made any examination to ascertain how or for what purpose the DB has used money previously paid on account of the Contract Sum.

9.1.5.2.3 The certifications by A/E in and issuance by the PMF of a Certificate for Payment shall constitute a recommendation to TFC in respect to the amount to be paid. This recommendation is not binding on TFC if, in TFC's

opinion, legitimate reasons for nonpayment exist including, but not limited to the reasons set out in Section 9.6, below. If TFC declines to make payment upon a Certificate for Payment, TFC shall promptly notify the DB of the reasons therefor.

**9.1.6 Discounts, Rebates and Refunds.** All cash discounts obtained or otherwise realized on payments made by DB shall accrue to TFC if, before making the payment, DB included them in a pay application and received payment from TFC; otherwise, all cash discounts shall accrue to DB. In no instance may DB retain as profit or gain, a discount, rebate or refund received as a result of a purchase or Work performed as part of the Project.

**9.1.7 Deductions allowed for Discounts/Rebates.** TFC shall be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by the DB:

9.1.7.1 The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by TFC. Upon completion of the Work or when no longer required, DB shall either credit the TFC for the fair market value (as approved by the TFC) for all surplus tools, construction equipment and materials retained by the DB or, at TFC's option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to the TFC's account.

9.1.7.2 Discounts earned by the DB through advance or prompt payments funded by the TFC. The DB shall obtain all possible trade and time discounts on bills for material furnished, and shall pay bills within the highest discount periods. The DB shall purchase materials for the Project in quantities that provide the most advantageous prices to the TFC.

9.1.7.3 Rebates, discounts, or commissions obtained by the DB from material suppliers or Subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes. Deposits made by TFC and forfeited due to the fault of the DB.

9.1.7.4 Balances remaining on any Allowances or any other identified Agreement savings.

9.2 **Prompt Payment.** DB shall be paid in accordance with *Tex. Gov't. Code Ch. 2251*, also known as the "Prompt Payment Act" and the provisions set out in UGC Article 10, subject to any Special Conditions.

9.3 **Payments to Subcontractors.** For all services rendered, DB's payment to Subcontractors is due within ten (10) Days after receipt of payment from TFC and shall be in accordance with the Prompt Payment Act.

9.4 **Credit on Cost Plus Subcontracts.** If a subcontract is awarded on a cost plus a fee basis, DB shall return to TFC any cost savings not expended in fully performing the subcontract.

9.5 **Liquidated Damages.** The DB acknowledges and agrees that time is of the essence in completing the Work required hereunder, that the DB's failure to meet the deadlines set forth in this Agreement shall be a material breach of the Agreement, and that TFC will incur substantial damages due to any failure by the DB to achieve Substantial Completion on or before the required date(s). If the DB fails to achieve Substantial Completion of the Work by the date(s) set forth in Section 8.7, as such date(s) may be modified in accordance with the terms of the Contract Documents, the DB shall pay TFC reasonable liquidated damages, and not as a penalty, in the amount as specified in the DB Proposal per calendar day until Substantial Completion of the Work is achieved. If the DB fails to achieve Substantial Completion of certain construction milestones(s)

by the date(s) set forth in Section 8.7, as such date(s) may be modified in accordance with the terms of the Agreement, the DB shall pay TFC reasonable liquidated damages, and not as a penalty or forfeiture, in the amount as specified in the DB Proposal per calendar day until Substantial Completion of such construction milestone is achieved. There shall be a seven (7) calendar day grace period after written notice applied to the dates for Substantial Completion of the Work and each construction milestone before such liquidated damages are assessed.

9.5.1 TFC may deduct any liquidated damages from any amounts due the DB under this Agreement, and/or TFC may require the DB to pay any liquidated damages, within ten (10) days after TFC's request should the available contract funds be insufficient to cover the liquidated damages assessed against the DB. If liquidated damages are actually recovered by TFC, the above-stated liquidated damages provided for herein shall be TFC's exclusive damages remedy for the DB's unexcused failure to achieve Substantial Completion of the Work or Substantial Completion of any construction milestone, but such damages shall in no way limit TFC's other rights (e.g., termination) under the Agreement or TFC's entitlement to damages for any other injury, damage or loss, other than for delay to achieving Substantial Completion of the Work or Substantial Completion of certain construction milestone (s), for which the DB may be responsible pursuant to the terms of this Agreement or Applicable Law.

9.5.2 In determining the amount(s) of liquidated damages set forth in the DB Proposal, TFC will carefully consider the following categories of damages and has thoughtfully determined such amount(s) accordingly: increased financing charges, cost of relocation of personnel to alternative space, costs for managing an extended schedule, costs for the A/E's extended involvement, costs of storage of TFC-provided fixtures and equipment, lease extension costs, and other numerous damages. Further, the DB acknowledges and agrees that as of the date this Agreement and the DB Proposal are executed (i) the amount of damages TFC will incur due to the DB's failure to achieve Substantial Completion of the Work or Substantial Completion of certain construction milestone(s) as required by this Agreement are impossible or difficult to estimate, (ii) the liquidated damages set forth in the DB Proposal will be a reasonable pre-estimate of damages that TFC will incur as a result of a delay in achieving Substantial Completion of the Work or Substantial Completion of certain construction milestone(s) as required by this Agreement, (iii) that the consequential damages contemplated at the time of this Agreement are uncertain and difficult to determine with exactness, (iv) that the consequential damages contemplated at the time of the DB Proposal will be uncertain and difficult to determine with exactness, and (v) that the liquidated damages set forth in the DB Proposal will not be out of all proportion to the probable loss.

9.5.3 This Section 9.5 survives the termination of the Agreement. In the event this liquidated damage provision is held to be unenforceable or void (except when the holding is the result of a challenge by TFC), TFC shall be allowed to recover actual damages caused by the DB's failure to achieve the applicable Contract Time requirements.

9.6 **Reductions/Withholdings.** TFC may reduce any Application for Payment after reasonable advance written notice to DB to protect TFC from loss or damage on account of actions and/or inactions of DB as set forth in this Article 9, in UGC Section 10.3.3, or based on any of the following additional circumstances:

9.6.1 To protect TFC against any loss or damage which actually results from negligence by DB or any Subcontractor or failure of DB or any Subcontractor to perform their obligations under this Agreement;

9.6.2 The payment request includes services that are not performed in accordance with the Contract Documents; provided, however, TFC shall pay for those services performed in accordance with the Contract Documents;

9.6.3 The payment request has insufficient documentation to support the amount of payment requested for Project costs; provided, however, TFC shall pay for allowable Project costs for which there is sufficient documentation;

9.6.4 DB is in violation of the Prevailing Wage requirements or has failed to make payments promptly to Subcontractors or other third parties used in connection with any services or materials for which TFC has made payment to DB; or

9.6.5 DB fails to obtain, maintain or renew insurance coverage as required by this Agreement.

9.7 **Partial Payment.** No partial payment made by the TFC shall constitute, or be construed to constitute, final acceptance or approval of the work to which the partial payment relates or of the documentation provided in support of the partial payment. No partial payment made by the TFC shall constitute, or be construed to constitute, a release of DB from any of its obligations or liabilities with respect to the Work.

9.8 **Close-Out and A/E Record Drawings.** No later than thirty (30) Days after issuance of a Certificate of Final Completion and prior to DB's delivery of the application for Final Payment, A/E shall:

9.8.1 Obtain, review and inspect all Close-Out Documents, guarantees, bonds and all other fiscal surety instruments, and all other documentation required of the DB by the Contract Documents to ensure full and complete compliance. Within five (5) Days of such confirmation, A/E shall transmit the above-described documentation to the TFC Project Manager and TFC.

9.8.2 Furnish the Record Documents to the TFC Project Manager and TFC.

9.8.3 Furnish one (1) digital copy of all Construction Documents to the TFC Project Manager and TFC. Each disk shall be appropriately labeled to include identification of the software program (and version thereof) utilized. Drawings shall be in CAD format and shall be organized within the layering system in accordance with the A/E Guidelines. Layer format and names shall be in accordance with the A/E Guidelines.

9.8.3.1 All electronic data shall include an organized indexing system and/or a table of contents sufficiently detailed as to each discrete subject matter so as to allow for easy identification and location of each file or page of information.

9.8.3.2 It is expressly acknowledged and agreed that the original disks remain the property of the A/E. If differences between the TFC versions and the A/E versions should subsequently be discovered, the A/E versions shall be deemed originals, absent any fraud, malfeasance, or mutual mistake.

9.9 **Final Payment.** Final Payment shall not be made until (i) all Work is completed and all requirements of the Contract Documents have been satisfied; (ii) all inspections required under UGC Article 12 have been performed and accepted; (iii) the PMF has inspected and accepted the Work in accordance with the PMF Agreement; (iv) all documentation required by Article 12 or as otherwise required by this Agreement has been provided; and (v) the TFC Project Manager issues its final Certificate for Payment in accordance with Section 9.1.5.2, above.

9.9.1 TFC shall have no obligation to make Final Payment until a complete and final accounting of all construction costs has been submitted by DB and has been audited and verified by TFC and its auditors. Nothing contained herein shall require the TFC to pay the DB an aggregate amount for Construction Services that exceed the Stipulated Sum.

9.10 **Construction Funds.** All payments to DB shall be subject to the provisions of the *Tex. Prop. Code*

Ch. 162, concerning Construction Payments, Loan Receipts, and Misapplication of Trust Funds.

9.11 **Taxes.** TFC is an agency of the State of Texas and materials and services utilized in the construction of the Project may be exempted from state and local taxes. DB is responsible for taking full advantage of all tax exemptions applicable to the Project. TFC will deduct from the Applications for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

9.12 **Debts or Delinquencies Owed to the State.** Any payment due under this Agreement may be withheld and applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support pursuant to *Tex. Gov't. Code § 403.055*.

9.13 **State Funding.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas and/or TFC in violation of the *Texas Constitution, Art. III, § 49*. In compliance with the *Texas Constitution, 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 Agreement 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. Furthermore, any damages due under this Agreement should not exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to DB, for the fiscal year budget in existence at the time of the breach.

## **ARTICLE 10. RECORDS, AUDIT, PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

10.1 **Books and Records.** DB shall keep and maintain under Generally Accepted Accounting Principles full, true and complete records, as are necessary to fully disclose to TFC or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms and conditions of this Agreement and all Applicable Laws.

10.2 **Audit Rights.** TFC shall have the right to verify and audit, with advance written notice of seven (7) calendar days, the details of DB's billings, certificates, accountings, cost data, and statements, before or after any payment, by (i) inspecting the books and records of DB during normal business hours; (ii) examining any reports with respect to this Project; (iii) interviewing DB's employees; (iv) visiting the Project site; and (5) any other reasonable action. DB's records shall be organized and maintained in its files by each Application for Payment period and shall be kept on the basis of Generally Accepted Accounting Principles and in conformance with the Texas State Auditor's Office requirements. DB should anticipate that TFC will audit the entire Agreement record before making final payment under the Agreement. This provision shall survive any termination of this Agreement.

10.3 **Records Retention.** All records relevant to this Agreement shall be retained for a minimum of seven (7) years. This retention period runs from the date of Final Payment for the relevant goods or services by TFC, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation which may ensue.

10.4 **Confidentiality Provisions Applicable to DB.** The following confidentiality provision shall apply to DB.

10.4.1 **Protection of Confidential Information.** DB hereby acknowledges, understands and agrees: (i) that in the course of conducting its due diligence regarding the provision of services to TFC, certain Confidential Information (as defined below) will be disclosed to DB; and (ii) that whether developed by TFC or others employed by or associated with TFC, all Confidential Information is, and shall remain, the exclusive and confidential property of TFC, and shall be at all times regarded, treated and protected as such by DB in accordance with this Agreement. Failure to mark any information

“**Confidential**” shall not affect the confidential nature of such information.

**10.4.2 Definition of Confidential Information.** “**Confidential Information**” shall mean all information, whether or not originated by TFC, which is used in, or a part of, TFC’s business and operations and is: (i) proprietary to, about, or created by TFC; (ii) gives TFC some competitive advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of TFC; (iii) designated as Confidential Information by TFC, or from all the relevant circumstances should reasonably be assumed by DB to be confidential and proprietary to TFC; or (iv) not generally known by DB. Confidential Information shall not include information that: (i) is or becomes available to the public generally, other than as a result of disclosure by DB in breach of the terms of this Agreement; (ii) becomes available to DB from a source (other than TFC) which source is not, to the best of DB’s knowledge, subject to any legally binding obligation to keep the same confidential; or (iii) has been independently acquired or developed by DB. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as Confidential):

10.4.2.1 Work product resulting from, or related to, work, projects, or services performed or to be performed by TFC for DB and/or for actual and potential Using Agencies that are related to the business and/or operations of TFC, including but not limited to, methods, processes, procedures, analysis, techniques, and audits used in connection therewith.

10.4.2.2 Computer software of any type or form in any stage of actual or anticipated research and development, including, but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs.

10.4.2.3 Information relating to TFC’s proprietary rights prior to any public disclosure thereof, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights, and trade secrets).

10.4.2.4 Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), customer lists and contacts, business plan(s), purchasing and internal cost information, internal services and operational manuals, pricing, marketing, and all other manner and methods of conducting TFC’s business.

10.4.2.5 Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of TFC which have been or are being discussed.

10.4.2.6 Any information obtained from TFC regarding its pursuit or negotiation of agreements with any potential “Contracting Person” regarding a potential “Qualifying Project” as those terms are defined in the *Tex. Gov’t. Code § 2267.001*, as the same may be amended from time to time, including, but not necessarily limited to: (i) the names of the Contracting Person, including their representatives (collectively referred to as “**Business Customers**”); (ii) the parties to and substance of any agreements between TFC and said Business Customers; (iii) services and data provided, or to be provided, by or to said Business Customers; and (iv) the type, quantity and specifications of products and services purchased, leased, licensed or received, or to be purchased, leased, licensed or received, by Business Customers.

10.4.2.7 In accordance with *13 TAC § 6.94(a)(9)*, DB shall provide to TFC the descriptions of its business continuity and disaster recovery plan as it regards TFC's vital state records as defined in *Tex. Gov't. Code § 441.180(13)*.

**10.4.3 Covenants.** As a consequence of DB's acquisition or anticipated acquisition of Confidential Information, DB will occupy a position of trust and confidence to TFC with respect to TFC's affairs and business. In view of the foregoing and of the mutual consideration to be provided to each party, DB agrees that it is reasonable and necessary that it make the following covenants.

10.4.3.1 Both during and forever after the performance of its due diligence investigation, DB will not disclose Confidential Information to any Person or entity other than as necessary in carrying out its duties on behalf of TFC and/or due diligence investigation, without first obtaining TFC's prior, written consent, and DB will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against DB's disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another Person or entity, and DB understands that such similarity does not excuse DB from abiding by its covenant or other obligations pursuant to this Agreement.

10.4.3.2 Both during and after the conduct of its due diligence investigation, DB will not use, copy, or transfer Confidential Information other than as necessary in carrying out its duties on behalf of TFC and/or due diligence investigation, without first obtaining prior written consent of TFC, and will take all reasonable precautions to prevent inadvertent use, copying, or transfer of such Confidential Information. This prohibition against DB's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing, or otherwise exploiting, directly or indirectly, any products or services, including software in any form, that embody or are derived from Confidential Information.

10.4.3.3 DB agrees not to utilize, either directly or indirectly, any Confidential Information in order to facilitate or create direct business relationships with Business Customers of TFC.

**10.5 Confidentiality Provisions Applicable to TFC.** Subject to the provisions of Section 10.6 below, TFC shall keep confidential all information, in whatever form, produced, prepared, or observed by DB to the extent that such information is confidential by law.

**10.6 Public Records.** Notwithstanding any provisions of this Agreement to the contrary, DB understands that TFC will comply with the Texas Public Information Act, *Tex. Gov't. Code Ch. 552*. If contacted by TFC, DB will cooperate with TFC in the production of documents responsive to the request. DB agrees to provide the documents responsive to the request in the format and within the time frame specified by TFC. DB may request that TFC seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by TFC in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, DB will notify TFC's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with this Agreement and/or any amendment to this Agreement. This Agreement and/or any amendment to this Agreement and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. DB agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, DB is required to make any information created or exchanged with the State pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by TFC at no additional charge to the State.

10.7 **Technology Clause.** DB expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, DB represents and warrants to TFC that the technology provided to TFC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. located at <http://www.section508.gov/>.

10.8 **Cybersecurity Training Required.** If DB has “access,” as that term is defined in *1 Tex. Admin. Code § 202.1*, to any state computer system or database, then, pursuant to *Tex. Gov’t Code § 2054.5192*, DB and its subcontractors, officers, and employees shall complete a cybersecurity training program certified under *Tex. Gov’t Code § 2054.519*. The cybersecurity training program must be completed by the DB and its subcontractors, officers and employees during the term and any renewal period of this Agreement. DB shall verify completion of the training program to TFC pursuant to, and in accordance with, *Tex. Gov’t Code § 2054.5192*.

## ARTICLE 11. BONDS AND INSURANCE

11.1 **In General.** In addition to the Bond and Insurance requirements set forth in UGC Article 5, DB shall comply with the requirements set forth in this Article 11.

### 11.2 **Bonds**

11.2.1 **Performance and Payment Bonds.** DB shall provide Performance and Payment Bonds in accordance with the UGC, each with penal sums of one hundred percent (100%) of the value of the Guaranteed Maximum Price, in accordance with the requirements of *Tex. Gov’t. Code § 2269.311* and *§ 2253.001 et seq.*, and in such form attached hereto as “**Exhibit J-1**,” and “**Exhibit J-2**”, respectively. The Payment and Performance Bonds will be provided by DB upon TFC’s execution of the Design-Build Proposal. No Notice to Proceed shall be issued until the bonds are received and approved by TFC. At all times, DB’s Performance and Payment Bonds will cover the Guaranteed Maximum Price as set forth in the Design-Build Proposal. To the extent a Notice-to-Proceed is issued under Section 4.5, and DB has not provided a performance and payment bond under *Tex. Gov’t. Code § 2269.311(b)*, Payment and Performance bonds with penal sums equal to the authorized dollar amount shall be provided. Without limiting any other requirements or obligations of the surety, the Performance Bond shall cover DB’s warranty obligations for a period not to exceed one (1) year from the date of the TFC’s issuance of the Certificate of Substantial Completion and shall include coverage for any liquidated damages for which DB may be liable under this Agreement.

11.2.2 In addition to the above requirements, all bonds shall be issued with the TFC as the named obligee and shall be executed by a corporate surety company authorized to do business in the State of Texas and which shall hold a certificate of authority from the United States Department of Treasury to qualify as a surety on obligations permitted or required under federal law. All bonds shall have a Power of Attorney attached. Performance and Payment bonds shall be provided before any

Construction Services are provided.

11.2.3 Pursuant to §8.3.8 above, costs, premiums or other charges for or relating to subcontractor bonds and/or subcontractor default insurance are not reimbursable as Costs of the Work or as General Conditions Costs and will not be reimbursed.

11.3 **Insurance.** DB shall maintain in effect, and shall require its Subcontractors to maintain in effect, at all times during the full term of this Agreement, including Preconstruction Services, insurance policies providing the coverages specified in UGC Section 5.2 and as supplemented in “**Exhibit H**”. Each policy shall be written with limits not less than those set forth in UGC Section 5.2 or “**Exhibit H**”, whichever is higher. DB will comply and will require its Subcontractors comply fully with all requirements of UGC Section 5.2 and “**Exhibit H**”.

## ARTICLE 12. INDEMNITY

12.1 **DB SHALL INDEMNIFY AND HOLD HARMLESS TFC, USING AGENCY, THE STATE OF TEXAS AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES AND DESIGNEES (“INDEMNITEES”), AS PROVIDED IN UGC ARTICLE 3 AND AS SET FORTH IN ANY SPECIAL CONDITIONS OR SUPPLEMENTAL GENERAL CONDITIONS.**

12.2 **WITHOUT LIMITING THE INDEMNITY REQUIRED ABOVE, THE DB SHALL INDEMNIFY AND HOLD HARMLESS TFC, USING AGENCY, THE STATE OF TEXAS AND THEIR OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM LIABILITY OF ANY NATURE OR KIND, INCLUDING COST AND EXPENSE, FOR OR ON ACCOUNT OF INFRINGEMENT OR USE OF ANY PATENTED OR OTHERWISE PROTECTED INVENTION, PROCESS, DOCUMENT, OR ARTICLE IN THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ITS USE BY TFC.**

12.3 **Survival.** The indemnities contained herein shall survive any termination, completion, and/or expiration of this Agreement and shall not be limited in any way by the amount of type of insurance obtained by TFC or any agency of the State of Texas.

## ARTICLE 13. DISPUTE RESOLUTION

13.1 **Dispute Resolution.** In addition to the requirements in UGC Article 15, the below dispute resolution process and requirements shall be used by TFC and the DB in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the DB:

13.1.1 **Texas Government Code Chapter 2260.** Except to the extent *Tex. Civ. Prac. & Rem. Code Ch. 114* applies to any such unresolved claim, in accordance with *Tex. Gov’t Code § 2260.004*, the dispute resolution process provided for in *Tex. Gov’t. Code Ch. 2260* shall be used by the parties to resolve a dispute under this Agreement. TFC hereby designates general counsel as its officer for examining, negotiating and resolving claims and counterclaims in accordance with *Tex. Gov’t. Code Ch. 2260.052(a)*.

13.1.1.1 **Mediation.** The Parties hereby agree to mediate any claim or dispute arising under this Agreement in accordance with *Tex. Gov’t. Code § 2260.056*. TFC’s administrative rules located at *1 Tex. Admin. Code, Part 5, § 111.31* apply to this Agreement and govern the mediation of any dispute arising from this Agreement.

13.1.2 **Texas Civil Practice & Remedies Code Chapter 114.** In accordance with *Tex. Gov’t. Code §2260.002(3)* and/or in the event *Tex. Civ. Prac. & Rem. Code Ch. 114* applies to any such unresolved claim, the parties shall follow the below dispute resolution process (referenced as the “Alternative

Dispute Resolution Process” in UGC Section 15.2):

13.1.2.1 **Claims for Breach of Contract and Counterclaims.** DB may make a claim against TFC for breach of a contract between TFC and DB. TFC may assert a counterclaim against DB.

13.1.2.1.1 DB must provide written notice to TFC of a claim for breach of contract not later than one hundred eighty (180) Days after the date of the event giving rise to the claim. The notice must state with particularity: (i) the nature of the alleged breach; (ii) the amount DB seeks as damages; and (iii) the legal theory of recovery.

13.1.2.1.2 TFC must assert, in a writing delivered to DB, any counterclaim not later than the sixtieth (60th) Day after the date of notice of a claim under Section 13.1.2.1.1 above.

13.1.2.2 **Negotiation.** Counsel for TFC shall examine the claim and any counterclaim and negotiate with DB in an effort to resolve them. The negotiation must begin no later than one hundred twenty (120) Days after the date the claim is received. TFC’s administrative rules located at *Texas Admin. Code Title 1, Part 5, § 111.31* apply to this Agreement and govern the negotiation of any dispute arising from this Agreement. In the event negotiation results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the settlement to writing, and each party shall sign the settlement. A partial settlement or resolution of a claim does not waive a party’s rights as to the parts of the claim that are not resolved.

13.1.2.3 **Mediation.** Before the one hundred twentieth (120th) Day after the date the claim is filed with TFC and before the expiration of any extension of time mutually agreed upon, the parties may agree to mediate a claim made under this Agreement. TFC’s administrative rules located at *Texas Admin. Code Title 1, Part 5, § 111.31* apply to this Agreement and govern the mediation of any dispute arising from this Agreement.

13.1.2.4 **Adjudication.** On or after the two hundred seventieth (270th) Day following the date the claim is filed with TFC, unless the parties agree in writing to an extension of time, DB may adjudicate any claim in accordance with and to the extent permitted under the *Tex. Civ. Prac. & Rem. Code Ch. 114* or *Tex. Gov’t. Code Ch. 2260*.

13.1.2.5 In addition to the requirements of Sections 13.1.2.1 to 13.1.2.4 above, all other provisions and requirements of *Tex. Civ. Prac. & Rem. Code Ch. 114* shall apply to such unresolved claims. To the extent the terms and conditions of *Tex. Civ. Prac. & Rem. Code Ch. 114* conflicts with the terms or conditions contained in Section 13.1.2, the terms and conditions of *Tex. Civ. Prac. & Rem. Code Ch. 114* shall control and apply.

13.1.3 **No Damage for Delays.** Notwithstanding any provision in the UGCs, an extension of the Contract Time shall be the remedy of DB for delays in performance of the Work, whether or not such delays are foreseeable, except for delays to the extent caused by acts of TFC that constitute intentional interference with DB’s performance of the Work to the extent DB notifies TFC in writing of such interference. For delays caused by the intentional interference of TFC, DB shall be entitled to an equitable adjustment to the Contract Sum and Contract Time. TFC’s good faith exercise of its remedy under the Contract to order correction of the Work shall not be construed as intentional interference with DB’s performance of the Work.

13.1.3.1 The amount of any claim for damages asserted by DB for a delay caused by TFC’s sole intentional interference shall not exceed the sum calculated as follows: (i) the per diem amount of DB’s General Conditions Costs set forth in Section 7.2 x number of days of delay plus (ii) direct costs incurred during the period of delay based on allowable Costs of the Work set forth in Section 7.1. DB shall not be entitled to (a) any indirect or consequential damages,

(b) home office overhead, home office charges, or any damages based on Eichleay formula calculation; (c) recovery of any damages based on a comparison of planned expenditures to total actual expenditures, or on losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly; (d) any profits or lost profits, except as expressly recoverable as DB Construction Services Fee on the Cost of the Work in Section 6.1.1; (e) exemplary damages, (f) unjust enrichment damages, or (g) attorney's fees. All recoverable Costs must be shown to have been directly caused by TFC intentional interference. Nothing in this Section shall constitute an express authorization in the Contract for the recovery of compensation for increased cost to perform the Work as a direct result of TFC-caused delays or acceleration pursuant to Tex. Civ. Prac & Rem. Code Ch. 114.

## ARTICLE 14. TERMINATION AND SUSPENSION

14.1 **Termination for Cause during Preconstruction Phase.** This Agreement may be terminated during the Preconstruction Phase by either party upon fifteen (15) Days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, and such failure to perform is not cured within such fifteen (15) Day period.

14.2 **Termination Subsequent to Establishment of DB Proposal.** Following execution of the Design-Build Proposal, this Agreement may be terminated: (i) as provided in UGC Sections 14.3 to 14.6; and/or (ii) when an existing material breach by DB of any other contract between DB and TFC has remained unresolved for at least fifteen (15) Days. If this Agreement is terminated by TFC in accordance with UGC Section 14.3, TFC shall have the right, but not the obligation, to take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by DB under any of the following circumstances, each one of which shall be considered a material breach of this Agreement.

14.2.1 In the event TFC terminates this Agreement for cause pursuant to UGC Section 14.3, TFC reserves the either re-solicit or re-award this Agreement to the next best responsive and responsible respondent. The terminated DB will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

### 14.3 **Suspension of Work.**

14.3.1 **For Cause or TFC's Convenience.** TFC may suspend all or any part of the Work in accordance with UGC Sections 14.1 and 14.2. Upon receipt of a notice of suspension pursuant to this subsection, DB shall, subject to the provisions of UGC Section 14.2, immediately stop all Work.

14.3.2 **Force Majeure Event.** If TFC determines that a Force Majeure event has occurred, TFC may suspend all or a portion of the Work upon written notice to DB. DB shall be entitled to payment for Work properly executed in accordance with the Contract Documents prior to the effective date of suspension, including (a) DB Fee on completed Work and (b) the direct, actual and unavoidable (by exercise of reasonable care) costs incurred by reason of the demobilization including fencing and other jobsite utilities/security measures for Project during the suspension period (unless covered directly by TFC) and storage of materials, and, when the suspension is lifted, direct remobilization costs. No extended General Conditions Costs or other indirect or consequential costs or damages will be paid unless specifically agreed in advance by TFC.

## ARTICLE 15. SPECIAL PROVISIONS

15.1 **Compliance with Laws.** DB has determined what licenses, patents and permits are required under this Agreement and shall procure and maintain for the duration of this Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by DB to provide the goods or services required by this Agreement.

DB will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. DB agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Agreement. As part of its delivery of the Construction Services, DB shall make itself familiar with and at all times give all notices required by, and shall observe and comply with, all Applicable Laws that in any manner affect performance under this Agreement.

15.1.1 Neither DB, nor any firm, corporation, partnership, or institution represented by DB, or anyone acting for them has: (i) violated the antitrust laws of the State of Texas under the *Tex. Bus. & Com. Code Ch. 15* or the federal antitrust laws; or (ii) communicated directly or indirectly its response to the RFP for this Project to any competitor or any other person engaged in such line of business during the procurement process for this Agreement.

15.1.2 TFC reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary to address TFC's or DB's required compliance with all Applicable Laws.

15.2 **Responses to RFQ.** All statements, representations and certifications contained in, or otherwise set out in, DB's response(s) to the RFQ for this Project were true and correct when made, and shall remain true and correct throughout the term of this Agreement.

15.3 **Certification of No Asbestos Containing Materials or Work.** DB shall comply with the requirements of the UGC (see Article 13) concerning Asbestos Certification. DB shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal. All materials used shall be certified as non-Asbestos Containing Building Materials (ACBM).

15.3.1 The DB shall insure compliance with the following acts from all of its Subcontractors and assigns:

15.3.1.1 Asbestos Hazard Emergency Response Act (AHERA—*40 CFR 763-99 (7)*);

15.3.1.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—*EPA 40 CFR 61, National Emission Standard for Asbestos*); and

15.3.1.3 Texas Asbestos Health Protection Rules (TAHRP—*Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection*).

15.3.2 **Licensing.** DB shall insure that Texas Department of State Health Services licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

15.3.3 **Affidavit Required.** DB shall provide at Substantial Completion, a notarized certification statement in accordance with *Tex. Admin. Code, Rule § 295.34(c) (1)* certifying that no ACBM was used during construction of the Project. Prior to submitting this affidavit, every Subcontractor and supplier shall have provided a notarized statement to DB that no ACBM has been provided, used, or left on this Project (which shall be provided to TFC upon request). DB shall take whatever measures that may be necessary to ensure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns comply with this requirement.

15.3.4 **Provision of SDS.** DB shall provide, in hard copy and electronic form, all necessary Safety Data Sheets ("SDS") of all products used in the construction of the Project to the Texas Department of State Health Services licensed inspector or to the A/E who will compile the information from the

SDS and, finding no asbestos in any of the products, make a certification statement.

#### 15.4 **General and Criminal Background Checks.**

15.4.1 DB represents and warrants that DB and DB's employees have not been convicted of a felony criminal offense, or of a crime involving moral turpitude, or that, if such a conviction has occurred, DB has fully advised TFC as to the facts and circumstances surrounding the conviction.

15.4.2 All of DB's employees and Subcontractors that will perform any work on-site at a State-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by DB.

15.4.3 All criminal background check forms for all of DB's employees and Subcontractors that will initially commence any work on-site must be fully completed and submitted to TFC within fifteen (15) Days of the date of the appropriate notice of award, and the process thereafter must be diligently pursued by DB. All criminal background checks must be completed before any employee or Subcontractor performs any services at the Site.

15.4.4 All criminal background checks must be accomplished by the Texas Department of Public Safety (hereinafter referred to as "DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of DB's employees and/or Subcontractors, DPS, or TFC, will adjudicate the results of the criminal background searches in accordance with the criteria set forth in the Texas Facilities Commission Criminal Background Checks and Guidelines, the link for which is provided in the attached "**Exhibit F**" and incorporated herein for all purposes. DB's or any Subcontractor's failure to timely secure criminal background check clearances shall not be considered a legitimate delay in the Work Progress Schedule.

15.5 **Drug-Free Work Place.** DB, DB's employees, and Subcontractors shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (*Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.*) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (*32 CFR Part 280, Subpart F*) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and DB, DB's employees, and Subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

15.6 **E-Verify.** By entering into this Agreement, DB certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of: (i) all persons employed to perform duties within the State of Texas, during the term of this Agreement; and (ii) all persons (including subcontractors) assigned by the DB to perform work pursuant to this Agreement, within the United States of America. DB shall provide, upon request of TFC and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the DB, and DB's subcontractors, as proof that this provision is being followed. If this certification is falsely made, this Agreement may be immediately terminated, at the discretion of TFC, and at no fault to TFC, with no prior notification. DB shall also be responsible for the costs of any re-solicitation that TFC must undertake to replace the terminated Agreement. For persons not eligible for E-Verify screening, DB (including Subcontractors and sub-subcontractors of any tier) shall provide, upon request by TFC, another form of documentation of proof of eligibility to work in the United States of America.

15.7 **Equal Opportunity.** DB shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. DB shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race,

color, religion, sex, national origin, age, disability, political affiliation, or religious belief. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. DB shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination subsection. DB shall include the above provisions in all Subcontracts pertaining to the services to be provided under this Agreement.

15.8 **Nondiscrimination.** In their execution of this Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

15.9 **Immigration Reform.** The Immigration Reform and Control Act of 1986 (Pub. L. 99-603, 100 Stat. 3445 (1986)), as amended, the Immigration Act of 1990 (Pub. L. 101-649, 104 Stat. 4978 (1990)), and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, (Pub. L. 104-208, 110 Stat. 3009-546 (1996)), require that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors and Subcontractors who contract with the State. DB shall not place any employee of DB at a worksite, nor shall DB permit any employee, nor any Subcontractor, to perform any work on behalf of, or for the benefit of, TFC without first confirming said employee's authorization to lawfully work in the United States. DB warrants that DB: (i) maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment; (ii) has verified the identity and employment eligibility of all employees in compliance with applicable law; (iii) has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to DB's senior management; and (iv) is without knowledge of any fact that would render any employee or Subcontractor ineligible to legally work in the United States. DB further acknowledges, agrees, and warrants that DB: (i) has complied, and shall at all times during the term of this Agreement comply, in all respects with the Immigration Reform and Control Act of 1986 and 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules, and regulations relating thereto; (ii) has properly maintained, and shall at all times during the term of this Agreement properly maintain, all records required by the Department of Homeland Security, Immigration and Customs Enforcement, including, without limitation, the completion and maintenance of the Form I-9 for each of DB's employees; and (iii) has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of this Agreement, DB shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by TFC or any state agency of DB or any of its employees. DB acknowledges, agrees and warrants that all Subcontractors permitted by it to perform work will be required to agree to these same terms as a condition to being awarded a Subcontract for such work.

15.10 **Human Trafficking Prohibition.** Pursuant to *Tex. Gov't. Code § 2155.0061*, DB certifies that it is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if DB's certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

15.11 **Family Code Certification.** By signing this Agreement DB is certifying, pursuant to *Texas Fam. Code § 231.006*, that it is not ineligible to receive the award of or payments under this Agreement by reason

of its Family Support requirements and acknowledges that this Agreement may be terminated and/or payments may be withheld if this certification is inaccurate.

15.12 **Franchise Tax Certification.** By signature hereon, DB hereby certifies that it is not currently delinquent in the payment of any Franchise Taxes due under *Tex. Tax Code Ch. 171*, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

15.13 **Entities that Boycott Israel.** Pursuant to *Tex. Gov't. Code § 2271.002*, DB certifies that either (i) it meets an exemption criteria under *Tex. Gov't. Code § 2271.002*; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Agreement. DB shall state any facts that make it exempt from the boycott.

15.14 **Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations.** In accordance with *Tex. Gov't. Code § 2252.152* and *§2270.002*, TFC is prohibited from entering into a governmental contract (as defined in *Tex. Gov't. Code § 2252.151(3)*) with a company that is identified on a list prepared and maintained under *Tex. Gov't. Code § 806.051, 807.051, or 2252.153*. If DB is on the above-referenced list this Agreement will be considered void or voidable and TFC will not be responsible to pay DB for any work performed.

15.15 **Domestic Iron and Steel Certification.** Pursuant to *Tex. Gov't. Code § 2252.201-2252.205*, DB shall require that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States. DB will require that the bid documents provided to all bidders and each applicable subcontract include this same requirement.

15.16 **Buy Texas.** If DB is authorized to make purchases under this Agreement, DB certifies that DB will buy Texas products, services, and materials when available at a comparable price and in a comparable period of time pursuant to *Tex. Gov't. Code Ch. 2155*.

15.17 **Use of State Property.** DB is prohibited from using State Property for any purpose other than performing services authorized under this Agreement. State Property includes, but is not limited to: TFC's office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. DB shall not remove State Property from the continental United States. In addition, DB may not use any computing device to access TFC's network or e-mail while outside of the continental United States. DB shall not perform any maintenance services on State Property unless this Agreement expressly authorizes such services. During the time that State Property is in the possession of DB, DB shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to DB's use of State Property that exceeds the scope of this Agreement. DB shall fully reimburse such charges to TFC within ten (10) Days of DB's receipt of TFC's notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the agreement and the pursuit of other remedies available to TFC under contract, at law, or in equity.

15.18 **Eligibility Certifications.**

15.18.1 **No Financial Participation in preparing specifications or RFP.** By signing this Agreement DB certifies that, pursuant to *Tex. Gov't. Code § 2155.004*, the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.18.2 **Disaster Relief Contract Violation.** Under *Tex. Gov't. Code § 2155.006 and § 2261.053*, DB certifies that the individual or business entity named in the response or this Agreement is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.18.3 **Excluded Parties.** DB certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15.18.4 **Suspension and Debarment.** DB certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

15.18.5 **No Conflicts.** DB represents and warrants that DB has no actual or potential conflicts of interest in providing services to the State of Texas under this Agreement and that DB's provision of services under this Agreement would not reasonably create an appearance of impropriety.

15.19 **Family Code Disclosure of Ownership.** Pursuant to the requirements of the *Tex. Fam. Code § 231.006*, regarding delinquent child support, the individual or business entity named in this Agreement is not ineligible to receive payment under this Agreement and, if applicable, DB has provided, prior to its execution of this Agreement, the name and social security number of each such person (sole proprietors, firm owners, partners, or shareholders) holding at least twenty-five percent (25%) ownership of the business entity entering into this Agreement. DB acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

15.20 **Deceptive Trade Practices Act; Unfair Business Practices Disclosures.** DB represents and warrants that it has not been found liable of Deceptive Trade Practices Act violations under *Tex. Bus. & Com. Code Ch. 17* or of any unfair business practice in any administrative hearing or court suit. DB further certifies that it has no officers who have served as officers of other entities who have been found liable of Deceptive Trade Practices violations or of any unfair business practices in an administrative hearing or court suit. In the event that allegations of Deceptive Trade Practices violations under *Tex. Bus. & Com. Code Ch. 17* or of any unfair business practices against either DB or any of DB's officers have occurred or are currently pending in an administrative proceeding or in a lawsuit filed with any court, then DB has disclosed all such matters to TFC and provided a brief description of each allegation, information regarding the administrative body or court before which the matter is pending, and the current status of the matter.

15.21 **Antitrust and Assignment of Claims.** DB represents and warrants that neither DB nor any firm, corporation, partnership, or institution represented by DB, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under *Tex. Bus. & Com. Code Ch. 15*, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. DB assigns to the State of Texas all of DB's rights, title, and interest in and to all claims and causes of action DB may have under the antitrust laws of Texas or the United States for overcharges associated with this Agreement.

15.22 **Disclosure of Former State Executives.** Pursuant to the *Tex. Gov't. Code § 669.003* relating to contracting with an executive of a state agency, no person who, in the past four (4) years served as an executive of TFC or any other state agency was involved with or has any interest in this Agreement or any contract resulting from this Agreement. If DB employs or has used the services of a former executive head of TFC or any other state agency, then DB has provided the name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with DB, and the date of employment with DB.

15.23 **Certification Concerning Restricted Employment for Former State Officers or Employees**

**Under Tex. Gov't. Code § 572.069.** DB certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or Agreement negotiation for TFC involving DB within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

15.24 **Financial Interests/Gifts.** Pursuant to *Tex. Gov't. Code § 572.051 and § 2255.001* and *Tex. Penal Code § 36.09*, DB has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement. In addition, pursuant to *Tex. Gov't Code Ch. 573 and § 2254.032*, if applicable, DB certifies that DB knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in DB's company or corporation. DB further certifies that no partner, corporation, or unincorporated association which employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which DB will be dealing on behalf of TFC.

15.25 **Prior Employment.** DB knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in DB's firm or corporation. DB further certifies that no partner, corporation, or unincorporated association that employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which DB will be dealing on behalf of TFC pursuant to the *Tex. Gov't. Code Ch. 573 and § 2254.032*. Furthermore, DB certifies and agrees that if it employs any former employee of TFC, such employee will perform no work in connection with this Agreement during the twelve (12) month period immediately following the employee's last date of employment at TFC.

15.26 **Disclosure of Interested Parties.** DB certifies that, if the value of this Agreement or the anticipated value of the DB Proposal exceeds \$1 Million or more or is awarded a contract that would require the DB to register as a lobbyist under *Texas Government Code Chapter 305*, it has complied with *Tex. Gov't. Code § 2252.908* and *Part 1 Tex. Admin. Code § 46.1 to 46.3* as implemented by the Texas Ethics Commission ("TEC"), if applicable, and has provided the TFC with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the DB.

15.27 **Nondiscrimination Against Energy Companies.** Pursuant to *Tex. Gov't. Code § 2274.002*, DB certifies that either (i) it has received written notification from the Owner that *Tex. Gov't. Code § 2274.002* does not apply to the Owner, or (ii), it does not boycott companies that engage in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and do not commit or pledge to meet environmental standards beyond applicable federal and state law ("Energy Companies") and will not boycott Energy Companies during the term of this Agreement. DB shall state any facts that make it exempt from verification.

15.28 **Nondiscrimination Against Firearm Entities.** Pursuant to *Tex. Gov't. Code § 2274.002*, DB certifies that either (i) it meets an exemption criteria under *Tex. Gov't. Code § 2274.002*, or (ii), it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under *Tex. Gov't Code § 2274.001*) and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. DB shall state any facts that make it exempt from verification.

## ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 **Time Is of the Essence.** Time is of the essence with respect to this Agreement; provided however, in the event that any of the deadlines set forth herein end on a Saturday, Sunday, or legal state or federal holiday, such deadline shall automatically be extended to the next day which is not a Saturday, Sunday, or legal state or federal holiday.

16.1.1 **Notices.** All notices, demands, and requests required under this Agreement shall be in writing and shall be deemed to have been properly delivered and received: (i) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (ii) one (1) business day after deposit with Federal Express or comparable overnight delivery service for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to TFC: Stephen M. Foster, General Counsel  
Texas Facilities Commission  
1711 San Jacinto Boulevard, Suite 400  
Austin, Texas 78701  
(512) 475-2400

With copies to: John S. Raff, Deputy Executive Director  
Texas Facilities Commission  
1711 San Jacinto Boulevard, Suite 200  
Austin, Texas 78701  
John.Raff@tfc.texas.gov

If to DB: Gilbert S. Brindley, Director  
Posillico Civil, Inc.  
50 South Center Street, Unit 7  
Orange, New Jersey 07050  
(631) 622-5906  
gbrindley@posillicoinc.com

Any party may make reasonable changes in the person or place designated for receipt of notices upon five (5) business days advance written notice to the other party.

16.2 **Name and Organizational Changes.** DB must provide TFC with written notification of all name changes and organizational changes relating to the DB including, but not limited to, merger, acquisition, or sale, no later than ten (10) Days of such change. DB, in its notice, shall describe the circumstances of the name change or organizational change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform under this Agreement. If the change entails personnel changes for personnel performing the responsibility of this Agreement for DB, DB shall identify the new personnel and provide resumes to TFC, if resumes were originally required by the solicitation. TFC may request other information about the change and its impact on this Agreement and DB shall supply the requested information within seven (7) Days of receipt of the request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of DB or successor entity, as applicable, to maintain its status as a party to this Agreement. TFC may terminate this Agreement due to any change to DB that materially alters DB's ability to perform under this Agreement.

16.3 **No Assignment or Delegation by DB.** DB shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Agreement without the prior written consent of TFC. Notwithstanding the foregoing, it is mutually understood and agreed that DB may subcontract with third parties for some or all of the Construction Services to be performed. In any approved Subcontracts, DB shall legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of DB specified herein. Nothing herein shall be construed to relieve DB of the responsibility for ensuring that the goods delivered and/or the services rendered by DB and/or any of its Subcontractors comply with all the terms and provisions of this Agreement. DB will provide written notification to TFC of any such Subcontractor performing work under this Agreement, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected

to work on the task.

16.4 **Relationship of the Parties.** DB is associated with TFC only for the purposes and to the extent specified in this Agreement, and with respect to performance of the contracted services pursuant to this Agreement, DB is and shall be an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TFC whatsoever with respect to the indebtedness, liabilities, and obligations of DB or any other party. DB shall be solely responsible for, and TFC shall have no obligation with respect to the following: (i) withholding of income taxes, FICA, or any other taxes or fees; (ii) industrial or workers' compensation insurance coverage; (iii) participation in any group insurance plans available to employees of the State of Texas; (iv) participation or contributions by the State to the State Employees Retirement System; (v) accumulation of vacation leave or sick leave; and (vi) unemployment compensation coverage provided by the State.

16.5 **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between DB and TFC and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by DB and TFC.

16.6 **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought pursuant to this Agreement shall be in a court of competent jurisdiction in Travis County, Texas. DB hereby irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of, or responding to, any action or proceeding in such jurisdiction with respect to this Agreement or any document related hereto.

16.7 **Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future. Notwithstanding any provision of this Agreement, nothing herein constitutes a waiver of the constitutional, statutory or common law rights, privileges, defenses or immunities of the parties.

16.8 **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, TFC, or the Using Agency. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

16.9 **No Third-Party Beneficiaries.** This Agreement is made solely and specifically among and for the benefit of the parties named herein and the Using Agency, and their respective successors and assigns, and no other Person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Agreement as a third-party beneficiary or otherwise, except as otherwise provided herein for the benefit of TFC only.

16.10 **No Presumptions for Ambiguities.** Each party hereby represents and warrants that although the initial draft of this Agreement may have been prepared by one party, both parties have been given the opportunity to review this Agreement with counsel of their choice, and have made additions, revisions, and amendments hereto. Therefore, each party hereby covenants and agrees that they are co-drafters of this Agreement such that any ambiguities cannot be construed against any party.

16.11 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

16.12 **Unenforceable or Invalid Term / Severability**. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

16.13 **Multiple Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

16.14 **Captions**. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

16.15 **Survival**. Termination of the Agreement for any reason shall not release DB from any liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution and invoice and verification.

16.16 **Further Assurances**. DB shall take such actions and execute such other and additional documents as are reasonably necessary or desirable in order to carry out the purposes and intent of this Agreement.

16.17 **False Statements; Breach of Representations**. By signature to this DB, DB makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If DB signs this Agreement with a false statement or it is subsequently determined that DB has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, DB shall be in default under this Agreement, and TFC may terminate or void this Agreement for cause and pursue other remedies available to TFC under this Agreement and applicable law.

16.18 **Authority to Execute the Agreement**. The parties hereto represent and warrant that the Person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. DB acknowledges that this Agreement is effective for the period of time specified in this Agreement. Any services performed by DB before this Agreement is effective or after it ceases to be effective are performed at the sole risk of DB.

16.19 **Licensure of Architects**. The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Phone (512) 305-9000, has jurisdiction over individuals licensed under the Regulation of the Practice of Architecture Law, *Tex. Occ. Code § 1051*.

16.20 **Licensure of Engineers**. The Texas Board of Registration for Professional Engineers, 1917 IH35 South, Austin, Texas 78741, Phone (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Registration Law, *Tex. Occ. Code § 1001*.

[INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and bound themselves to this Agreement effective as of the date the last party signs this Agreement (the “**Effective Date**”).

**DESIGN-BUILDER:**

**POSILICO CIVIL, INC.**

By: \_\_\_\_\_  
(original signature)

**Joseph K. Posillico, President/CEO**

Date: \_\_\_\_\_

**OWNER:**

**THE TEXAS FACILITIES COMMISSION**

By: \_\_\_\_\_  
(original signature)

**Mike Novak, Executive Director**

Date: \_\_\_\_\_

**General Counsel:** \_\_\_\_\_

**Deputy Executive Director:** \_\_\_\_\_

**EXHIBIT A**

**2015 UNIFORM GENERAL CONDITIONS**

[\[2015 UGC 03.07.2017.Final.pdf \(texas.gov\)\]](#)

## EXHIBIT B

### SUPPLEMENTARY GENERAL CONDITIONS TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

The following Supplementary General Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts.

#### Article 2. Wage Rates and Other Laws Governing Construction

Strike paragraph 2.1 and replace with the following:

- 2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor is responsible for filing a Notice of Intent upon beginning field operations in association with Owner's stormwater run-off permit. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

Add Section 2.7 as follows:

- 2.7 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.

#### Article 5. Bonds and Insurance

- 5.2 Insurance Requirements.

Subsection 5.2.4 is supplemented to add the following new paragraphs:

- 5.2.4.1 Contractor shall deliver to Owner true and complete copies of the General Contractor's certificates prior to the issuance of any Notice to Proceed.
- 5.2.4.2 Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 5.2.4.3 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
- 5.2.4.4 The insurance coverage and limits established in the Uniform General Conditions, Supplementary General Conditions, or Special Conditions shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

#### Article 8. Quality Control

Strike paragraph 8.2.1 and replace with the following:

- 8.2.1 Contractor is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

(Subparagraphs 8.2.1.1, 8.2.1.2, 8.2.1.3 and 8.2.1.4 remain in full effect.)

**EXHIBIT C**

**SPECIAL CONDITIONS OF THE AGREEMENT**

The following Special Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts, and any Supplementary General Conditions, as follows:

**Article 9. Construction Schedules**

9.11 Liquidated Damages.

Section 9.11 is supplemented to add the following subsections:

9.11.1 Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. If Contractor fails to achieve Substantial Completion of the Work by the date(s) set forth in the Guaranteed Maximum Price Amendment, as such date(s) may be modified in accordance with the terms of the Contract Documents, or if Contractor fails to achieve Substantial Completion of certain construction milestones(s) by the date(s) set forth in the Guaranteed Maximum Price proposal, as such date(s) may be modified in accordance with the terms of the Agreement, Owner will incur substantial damages as a result of such failure. If Contractor neglects, fails, and/or refuses to achieve Substantial Completion of the Work by the Substantial Completion Date, subject to any proper extension granted by Owner, Contractor shall pay TFC liquidated damages, and not as a penalty or forfeiture, in the amount as defined in paragraph 9.11.2 per calendar day until Substantial Completion of such construction milestone is achieved. There shall be a seven (7) calendar day grace period applied to the dates for Substantial Completion of the Work and each construction milestone before such liquidated damages are assessed.

9.11.2 LIQUIDATED DAMAGES SCHEDULE

**Liquidated Damages for the Entire Work:** Pursuant to Section 9.5 of the Agreement, the liquidated damages for failure to achieve Substantial Completion of the entire Work shall be as set forth below:

<b>Days Beyond Substantial Completion</b>	<b>Liquidated Damages</b>
1 – 7 calendar days	\$0, to allow for a seven (7) calendar day grace period
8 + calendar days	\$1,000.00 per calendar day

## EXHIBIT D

### DESIGN-BUILD PROPOSAL TEMPLATE

The following considerations and assumptions are to be included as an exhibit to the Contract documents:

- Posillico Civil, Inc. is not responsible for delays or work stoppages due to actions or events outside of contract duties. This includes but not limited to:
  - Judicial injunctions pursuant to UGC paragraph 9.6.2.2.7.
  - Federal, State, or other local agency response or investigation to illegal border crossings and other activities pursuant to Agreement paragraph 8.1.4 and UGC paragraph 9.6.2.2.5.
  - Non-availability of property which impact Posillico's ability to access property and perform design and construction activities pursuant to UGC paragraph 9.6.2.2.3.
  - Delays in permits being obtained by others pursuant to UGC paragraph 9.6.2.2.7.
- The agreed contract schedule assumes Posillico Civil, Inc. will have access to the project alignment immediately following execution of the contract for preliminary design work and preconstruction activities.
- Posillico Civil, Inc. reserves the right to work 24/7 to meet project milestones.
- Due to market pricing and delivery time volatility, Posillico Civil, Inc. intends to furnish major elements of scope of work, i.e., bollard panels, electrical wiring, conduits, lighting fixtures, well in advance of installation to ensure meeting project milestones. We assume provisions within the schedule of value will be made to allow for payment of stored materials pursuant to UGC paragraphs 10.3.1 and 10.5.
- Posillico Civil, Inc. assumes Archeological CT for the 1.75-mile section to be performed by others.
- Design costs and schedule assumes the acceptance of UFGS Specifications in lieu of requested MasterSpec.
- Posillico Civil, Inc. assumes modification of the TDIS Version 5 wall height measurement. 30ft wall height to be measured from the lowest ground elevation point along the bollard panel length.
- Specific to the 1.75-mile section, Posillico Civil, Inc. assumes reverting to TDIS Version 4 for structural gate design and roadside drainage standards.
- Design assumes wall alignment to be fixed as per MBHZ draft RFP. Posillico Civil, Inc. assumes allowance of modification of patrol road alignment within enforcement zone to minimize grading and requirements and drainage impacts.
- Conduits – In addition to all power and lighting requirements, Posillico inc. agrees the contract scope of work includes furnish and install of two (2) 4" conduits in the utility trench along the 1.75 mile alignment for future TFC use. Pull ropes, pull boxes, fiber, video systems and any other related items are not included in the contract.
- All work associated with furnish and installation and activation of the linear ground detection system (LGDS) are not included in the contract.

**EXHIBIT D-1**

**INTENTIONALLY OMITTED**

**[See attached.]**

**EXHIBIT D-2**

**INTENTIONALLY OMITTED**

**EXHIBIT D-3**

**INTENTIONALLY OMITTED**

EXHIBIT D-3, Omitted

**EXHIBIT D-4**

**INTENTIONALLY OMITTED**

EXHIBIT D-4, Intentionally Omitted

**EXHIBIT D-5**

**INTENTIONALLY OMITTED**

EXHIBIT D-5, Intentionally Omitted

**EXHIBIT D-6**

**DB LIST OF KEY PERSONNEL AND SUBCONTRACTORS**

**[See attached.]**

EXHIBIT D-6  
DB LIST OF KEY PERSONNEL AND SUBCONTRACTORS

Team Partner	Role	Name	Email	Mobile Phone	Address
Posillico Civil Inc.	Deputy Program Manager/Project Principal	Gilbert Brindley	<a href="mailto:gbrindley@posillicoinc.com">gbrindley@posillicoinc.com</a>	631.621.114	9811 South IH 35, Building 6 Suite 100, Austin, TX 78744
Posillico Civil Inc.	Program Manager	Lee Kaplan	<a href="mailto:lkaplan@posillicoinc.com">lkaplan@posillicoinc.com</a>	917.868.5472	9812 South IH 35, Building 6 Suite 100, Austin, TX 78744
Posillico Civil Inc.	Corporate Safety & Helath Manager	William Lepage	<a href="mailto:wlepage@posillicoinc.com">wlepage@posillicoinc.com</a>	917.577.4448	1750 New Highway, Farmingdale, NY 11735
Posillico Civil Inc.	General Superintendent	Tim Murphy	<a href="mailto:tmurphy@posillicoinc.com">tmurphy@posillicoinc.com</a>	516.761.8835	8123 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Project Manager	Candas Aksoy	<a href="mailto:caksoy@posillicoinc.com">caksoy@posillicoinc.com</a>	917.600.6846	9812 South IH 35, Building 6 Suite 100, Austin, TX 78744
Posillico Civil Inc.	Project Manager	Alex Toscano	<a href="mailto:atoscano@sbcus.net">atoscano@sbcus.net</a>	516.330.6620	8123 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Cost Estimation & Cost Control Manager	John Trotta	<a href="mailto:jtrotta@posillicoinc.com">jtrotta@posillicoinc.com</a>	516.523.3941	1750 New Highway, Farmingdale, NY 11735
Posillico Civil Inc.	Plan Review & Design Coordinator, Asst Cost Control Manager	Carolyn Nielsen	<a href="mailto:cnelsen@posillicoinc.com">cnelsen@posillicoinc.com</a>	631.603.2435	1750 New Highway, Farmingdale, NY 11735
Posillico Civil Inc.	Construction Quality Control Manager	Cesar Garcia	<a href="mailto:cgarcia@sbcus.net">cgarcia@sbcus.net</a>	516.289.5918	8123 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Construction Superintendent	Cesar Fuentes	<a href="mailto:cfuentes@sbcus.net">cfuentes@sbcus.net</a>	956.534.6635	8123 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Construction Superintendent	Scott Rogers	<a href="mailto:srogers@sbcus.net">srogers@sbcus.net</a>	318.541.1784	8123 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Site Safety & Health Officer	Emanuel Reyna	<a href="mailto:ereyna@sbcus.net">ereyna@sbcus.net</a>	956.500.1623	8123 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Site Safety & Health Officer	Daniel Treash	<a href="mailto:dtreash@posillicoinc.com">dtreash@posillicoinc.com</a>	956.354.4473	8124 East US Highway 83, Rio Grande City, TX 78582
Posillico Civil Inc.	Project Engineer	Steven Posillico	<a href="mailto:sposillico@posillicoinc.com">sposillico@posillicoinc.com</a>	631.960.1463	8125 East US Highway 83, Rio Grande City, TX 78582
Coastal Environmental Inc.	Deputy QC Manager & Deputy Program Manager	Richard Silva	<a href="mailto:rsilva@coastalgrp.com">rsilva@coastalgrp.com</a>	956.566.7706	8126 East US Highway 83, Rio Grande City, TX 78582
CEC	Design Consultant / Project Manager	Dennis Miller	<a href="mailto:dmiller@cecinc.com">dmiller@cecinc.com</a>	304.848.7102	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Design Manager/ DOR Civil Engineering	David Herberger	<a href="mailto:dherberger@cecinc.com">dherberger@cecinc.com</a>	314.306.2140	3000 Little Hills Expressway, Suite 102, St. Charles, MO 63301
CEC	Structural Engineer	Greg Linder	<a href="mailto:glinder@cecinc.com">glinder@cecinc.com</a>	304.679.9074	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Special Inspector of Record	Joseph Robinson	<a href="mailto:jrobinson@cecinc.com">jrobinson@cecinc.com</a>	443.366.2606	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Cadd Manager	Brady Stutler	<a href="mailto:bstutler@cecinc.com">bstutler@cecinc.com</a>	304.669.5634	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Design Quality Control Manager	Harry Dravecky	<a href="mailto:hdravecky@cecinc.com">hdravecky@cecinc.com</a>	412.427.2709	4350 Northern Pike Suite 141 Monroeville, PA 15146
CEC	Tactical Infrastructure Design Standards and Designer	Daniel Martinez	<a href="mailto:dmartinez@cecinc.com">dmartinez@cecinc.com</a>	304.203.8655	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Design Assistant Project Manager	Marcus Spina	<a href="mailto:mspina@cecinc.com">mspina@cecinc.com</a>	304.807.8478	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Quality Reviewer	Kunal Mehta	<a href="mailto:kmehta@cecinc.com">kmehta@cecinc.com</a>	304.841.3297	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Structural Designer	Jonas Kavi	<a href="mailto:jkavi@cecinc.com">jkavi@cecinc.com</a>	607.279.8035	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	DOR Surveying and Mapping	Syd Xinos	<a href="mailto:sxinos@cecinc.com">sxinos@cecinc.com</a>	512.965.2433	3711 S. MoPac Expressway · Building 1, Suite 550, Austin, TX 78746
CEC	Construction Inspection and Field Oversight	Joseph Wheeling	<a href="mailto:jwheeling@cecinc.com">jwheeling@cecinc.com</a>	304.838.8247	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Inspector	Vincent Posey	<a href="mailto:vposey@cecinc.com">vposey@cecinc.com</a>	304.642.5701	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Design Project Manager	Jason Littler	<a href="mailto:jlittler@cecinc.com">jlittler@cecinc.com</a>	304.841.1739	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Field Survey Technician IV	Jason Hintter	<a href="mailto:jhinter@ceceinc.com">jhinter@ceceinc.com</a>	304.841.6059	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Field Survey Technician IV	Mike Dolan	<a href="mailto:mdolan@cecinc.com">mdolan@cecinc.com</a>	304.838.8855	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Field Survey Technician III	Jarred Simpkins	<a href="mailto:jsimpkins@cecinc.com">jsimpkins@cecinc.com</a>	304.841.5063	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Design Project Manager III	Matthew Bainbridge	<a href="mailto:mbainbridge@cecinc.com">mbainbridge@cecinc.com</a>	304.282.6720	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	Field Survey Technician II	JD Patterson	<a href="mailto:jdpaterson@cecinc.com">jdpaterson@cecinc.com</a>	304.282.4252	120 Genesis Boulevard, Bridgeport, WV 26330
CEC	DOR Structural Engineering	Robert Johnson	<a href="mailto:rjohnson@cecinc.com">rjohnson@cecinc.com</a>	865.323.2442	2704 Cherokee Farm Way, Suite 101, Knoxville, TN 37920
CEC	DOR Geotechnical Engineering	Kow Eshun	<a href="mailto:keshun@cecinc.com">keshun@cecinc.com</a>	310.774.1716	120 Genesis Boulevard, Bridgeport, WV 26330
HELM	DOR Hydrology & Hydraulics	Reynold Kraft	<a href="mailto:reynold.kraft@helm.world">reynold.kraft@helm.world</a>	858-282-4890	14040 N Cave Creek Road, Suite 104, Phoenix, AZ 85022
Canfield Engineering	DOR Electrical Engineering	Alex Palmer	<a href="mailto:apalmer@canfieldeng.com">apalmer@canfieldeng.com</a>	256.490.7648	2020 E. Mills Avenue, El Paso, TX 79901
Canfield Engineering	Electrical and Controls Designer	Ryan Oliver	<a href="mailto:roliver@canfieldeng.com">roliver@canfieldeng.com</a>	480.258.4889	2020 E. Mills Avenue, El Paso, TX 79901
Canfield Engineering	Electrical and Controls Designer	Josue Miranda	<a href="mailto:jmiranda@canfieldeng.com">jmiranda@canfieldeng.com</a>	915.549.2702	2020 E. Mills Avenue, El Paso, TX 79901

**EXHIBIT D-7**

**INTENTIONALLY OMITTED**

EXHIBIT D-7, Omitted

**EXHIBIT E**  
**INTENTIONALLY OMITTED**

**EXHIBIT F**

**CRIMINAL BACKGROUND CHECK AND APPLICATION GUIDELINES**

[\[https://www.tfc.texas.gov/divisions/facilities/prog/construct/formsindex/TEXAS%20FACILITIES%20COMMISSION%20CRIMINAL%20BACKGROUND%202016.pdf\]](https://www.tfc.texas.gov/divisions/facilities/prog/construct/formsindex/TEXAS%20FACILITIES%20COMMISSION%20CRIMINAL%20BACKGROUND%202016.pdf)

**TEXAS FACILITIES COMMISSION**  
**CRIMINAL BACKGROUND CHECKS AND APPLICATION**  
**GUIDELINES**

It is the policy of the Texas Facilities Commission ("TFC") that all Contractor employees and subcontractors that will complete any work on-site at a state-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by the Contractor. Contractor's employees and subcontractors who work on TFC contracts are required to submit a criminal history background check. A criminal history background check shall be completed before any Contractor's employee or subcontractor performs services at the site. Criminal background checks must be performed by the Texas Department of Public Safety ("DPS") and must be on the form provide by TFC.

**I. CRIMINAL HISTORY CRITERIA**

Employers should use the following criminal history criteria when hiring employees to perform work for TFC. Any employee failing to meet the minimum standard will be denied. If special circumstances exist, please contact the TFC representative for clarification or further consideration.

A conviction or deferred adjudication for one of the following offenses will result in the **permanent disqualification** of a person from eligibility to provide contractual services with Texas Facilities Commission:

(i) any act causing death as defined in Texas Penal Code; and

(ii) any felony or misdemeanor involving arson, burglary, breach of computer security, credit card abuse, counterfeiting, forgery, kidnapping, robbery, stalking, terroristic threat, theft, and any sexual offense designated as a felony in Texas Penal Code.

Additionally, anyone who has a current duty to register as a sex offender, is under indictment or is a fugitive from justice is disqualified.

## Texas Facilities Commission---Criminal Background Checks and Application Guidelines

For individuals who have a conviction or deferred adjudication for felonies not enumerated above, 10 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

For individuals who have a misdemeanor conviction or deferred adjudication for misdemeanors not enumerated above, 5 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

### II. CRIMINAL BACKGROUND PROCESS

DPS has entered into an exclusive contract with Identogo Centers, formerly L-1 Enrollment Services, operated by MorphoTrust USA. Identogo by MorphoTrust is the exclusive live scan fingerprinting provider for DPS. All TFC contractors that are subject to TFC criminal background check requirements must create an account with Identogo in accordance with the Identogo Account Application and requirements attached hereto as "Attachment A". Thereafter, all contractor employees and subcontractors must follow the registration procedures attached hereto as "Attachment A" including using the *Texas Facilities Commission Service Code 11G6ZN*. All necessary instructions and information to schedule a fingerprint appointment is included in Attachment A. In addition, the only service code accepted by DPS for a TFC criminal background check is the service code provided in Attachment A, hereto, therefore, if an individual does not use the service code in Attachment A, he or she may be required to repeat the process at the expense of contractor. Contractors can begin the process by simply clicking on this link:

<https://uenroll.identogo.com/servicecode/11G6ZN>

Additionally, forms and instructions can be found on the Identogo website at <http://www.identogo.com> by clicking on the State of Texas. Links on that page include one for online scheduling and a list for the state-wide fingerprinting locations. The waiver form for the criminal background check is attached hereto as "Attachment B". In the event Contractor needs to set up a new account, please refer to the attached link for instructions: <http://www.l1enrollment.com/state/forms/tx/566718664f05a.pdf>.

### III. CRIMINAL HISTORY ERROR RESOLUTION

The Error Resolution Unit ("ER") is responsible for updating and evaluating possible errors in criminal history records. Potential errors are reported to ER by law enforcement, judicial agencies, as well as private citizens.

If an applicant would like to make a request that a criminal history record be updated or corrected, the applicant will need to supply certified documents to the ER. Required forms and additional information submit a correction request to the ER can be found at:

[http://txdps.state.tx.us/administration/crime\\_records/pages/errorresolution.htm](http://txdps.state.tx.us/administration/crime_records/pages/errorresolution.htm).

### IV. TFC CONTACTS

For any questions involving the TFC criminal background check process, please contact the following:

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

Tommy Oates, Deputy Executive Director  
Office: 512-463-3057  
Cell: 512-463-3376  
Email: [tommy.oates@tfc.state.tx.us](mailto:tommy.oates@tfc.state.tx.us)

Mandy Burrell, Manager  
Office: 512-463-1799  
Cell: 512-247-1290  
Email:  
[mandy.burrell@tfc.state.tx.us](mailto:mandy.burrell@tfc.state.tx.us)

## ATTACHMENT A

### Facilities Commission (ORI Facilities Commission/Service Code 11G6ZN)

The general process for electronic fingerprinting is:

1. Schedule an appointment to be electronically fingerprinted by MorphoTrust USA at one of their Identogo enrollment centers.
  - Internet based scheduling is the quickest and most convenient way to obtain a fingerprint appointment.
    - a. **You may begin the process now by simply clicking on this link:**  
<https://uenroll.identogo.com/servicecode/11G6ZN>
    - b. Provide all required pre-enrollment data and select a convenient date and time for your appointment
  - If you prefer to schedule over the telephone, you must:
    - a. Have your Service Code ready (**11G6ZN**), then call **888.467.2080**;
    - b. MorphoTrust will prompt you for the Service Code (**11G6ZN**);
    - c. Provide all required pre-enrollment data and select a convenient date and time for your appointment
2. Arrive at your scheduled appointment with your photo identification and fee
  - If you plan on bringing a form of identification other than a valid (unexpired) TX Driver License, please refer to the Department of Public Safety's acceptable document types here: <http://www.tl1enrollment.com/state/forms/tx/55fc619a7f7aa.doc>
  - MorphoTrust accepts Visa/MasterCard/Discover/American Express, business checks, money orders and coupon codes (employer accounts) at the time of service.
  - Please note that personal checks and cash are **not accepted**.
3. Your fingerprints will be submitted electronically to DPS and the FBI. You will not receive a printed fingerprint card.
4. At the conclusion of your appointment, the MorphoTrust enrollment agent will provide you with an Identogo receipt stating that you were fingerprinted.
  - Do not throw away the receipt;
  - You may check status on your submission by clicking on this link: <https://uenroll.identogo.com/servicecode/11G6ZN> and then;
  - Click "**Check Status**"

Fingerprints provided for this application shall be used to check criminal history records of the Texas Department of Public Safety and the Federal Bureau of Investigation, in accordance with applicable statutes.

**ATTACHMENT B**



Texas Fingerprint Service Code Form

Facilities Commission

**Service Name: Facilities Commission**  
To schedule your ten-minute fingerprint appointment, simply visit  
**<https://uenroll.identogo.com>** and enter the following Service Code

11G6ZN

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

**Background Check Waiver**

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080

**EXHIBIT G – 1**

**HUB SUBCONTRACTING PLAN FORM**



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**-- Agency Special Instructions/Additional Requirements --**

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract**\* in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

**SECTION 1: RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition # \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition # \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
  - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.
- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
  - **No** (If **No**, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years, meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."
- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
  - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HSP – SECTION 2  
(Continuation Sheet)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
(mm/dd/yyyy)

**Reminder:**

- ▶ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- ▶ If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-ofe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____	Requisition # _____
---------------------------------------	---------------------

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

**Item Number:** \_\_\_\_\_ **Description:** \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





## EXHIBIT H

### DESIGN-BUILDER'S INSURANCE REQUIREMENTS

#### A. INSURANCE REQUIREMENTS

Design-Build Firm shall purchase, maintain, and keep in full force and effect, and shall require its Architect, Consultants, and Subcontractors purchase, maintain and keep in full force and effect at all times during the term of this Agreement such lines of insurance coverage with policy limits set forth in this **Exhibit H**, unless higher limits are provided in UGC Section 5.2, such that the greater/higher limit is obtained. Each policy shall be written with limits not less than those set forth this **Exhibit H**. Design-Build Firm will comply and will require its Architect, Consultants, and Subcontractors comply fully with all requirements of this **Exhibit H** prior to the commencement of any Work for the Project. This **Exhibit H** and UGC §5.2 are intended to be mutually explanatory of each other; however, in the event of a conflict between this **Exhibit H** and UGC §5.2, this **Exhibit H** will control. The terms “TFC,” “Indemnatee,” “Indemnitees,” “Design-Build Firm,” “Architect”, and “Subcontractor” shall each have the meanings set forth in the Agreement. Where necessary, Design-Build Firm, Architect, Consultants, and Subcontractors will be collectively referred to as “Contracting Parties”.

1. **Required Coverages.** The Contracting Parties will obtain the following policies with the policy limits as indicated below:

[INTENTIONALLY LEFT BLANK – POLICY LIMITS FOLLOW]

Policy	Design Builder		Subcontractors	Design Professionals
	Preconstruction	Construction		
<b>Worker's Compensation</b>	Statutory	Statutory	Statutory	Statutory
<b>Employer's Liability Insurance:</b>				
Bodily Injury by Accident (accident)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Bodily Injury by Disease (policy limit)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Bodily Injury by Disease (each employee)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>Commercial General Liability</b> (\$500,000 limits can be supplemented with Umbrella/Excess Liability)	\$2,000,000 each occurrence \$4,000,000 annual general aggregate \$4,000,000 products-completed operations aggregate	\$2,000,000 each occurrence \$4,000,000 annual general aggregate \$4,000,000 products-completed operations aggregate	\$1,000,000 each occurrence \$2,000,000 annual general aggregate \$2,000,000 products-completed operations aggregate	\$1,000,000 each occurrence \$2,000,000 annual general aggregate \$2,000,000 products-completed operations aggregate \$1,000,000 personal and advertising injury
<b>Automobile Liability*</b> *coverage must include loading and unloading hazards	\$1,000,000 each accident	\$1,000,000 each accident	\$1,000,000 each accident	\$1,000,000 each accident
<b>Umbrella/Excess Liability</b>	\$14,000,000 each occurrence Same as each occurrence for aggregate	\$14,000,000 each occurrence Same as each occurrence for aggregate		\$5,000,000 each occurrence \$5,000,000 aggregate
<b>Cyber/Privacy Liability</b>	\$2,000,000 per claim/\$2,000,000 aggregate	\$2,000,000 per claim/\$2,000,000 aggregate		\$2,000,000 per claim/\$2,000,000 aggregate
<b>Pollution Liability</b>	\$5,000,000 each occurrence \$5,000,000 aggregate	\$5,000,000 each occurrence \$5,000,000 aggregate		N/A
<b>Professional Liability</b>	\$2,000,000 each claim \$2,000,000 annual aggregate	\$2,000,000 each claim \$2,000,000 annual aggregate		\$2,000,000 each claim \$2,000,000 annual aggregate
<b>Builder's Risk (including Installation Floater)</b>		100% of Stipulated Sum (\$34,600,000) on a replacement cost basis		N/A

2. **Worker's Compensation/Employer's Liability.** Worker's Compensation insurance coverage must be provided for all workers at all tier levels and shall meet the statutory requirements of *Tex. Labor Code §401.011(44)* and, specific to construction projects for public entities, as required under *Tex. Labor Code §406.096*. In addition:

H.1 (a) **Certifications.** Design-Build Firm hereby certifies, pursuant to *Tex. Labor Code §406.096(a)*, that Design-Build Firm provides or will provide at, or prior to, execution of the Agreement, workers' compensation and employers' liability insurance for employees employed on

this public project with limits as indicated above. Pursuant to *Tex. Labor Code § 406.096(b)*, Design-Build Firm shall require Architect, Consultants, and Subcontractors to certify in writing to the Design-Build Firm that said entity provides workers' compensation and employers' liability insurance for its personnel employed on this public project. In keeping with *Tex. Gov't. Code § 5.2*, TFC is entitled, upon request and without expense, to receive copies of Subcontractor's written certifications. Design-Build Firm shall forward said certifications to TFC within ten (10) days of the effective date of the Agreement.

H.2 (b) **Endorsements.** This policy must include an Other States Endorsement to include the TFC and Tarrant County, Texas if Design-Build Firm's business is domiciled outside the State of Texas. The policy will be endorsed to name TFC as the alternate employer.

H.3 (c) All policies shall be endorsed to include Waiver of Subrogation in favor of TFC and all Indemnitees.

3. **Commercial General Liability.** Commercial General Liability coverage ("CGL") shall be provided by all Contracting Parties on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The CGL insurance general aggregate limit shall apply separately to this Project and the Contracting Parties shall provide evidence of same through ISO Endorsement CG 25 03 05 09. The policy shall include endorsement CG2503, Amendment of Aggregate Limits of Insurance (per Project), or its equivalent. CGL insurance shall cover liability including, but not limited to, liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, electronic data liability (under endorsement ISO CG 04 37), property damage, and personal injury and death resulting therefrom. This policy shall provide for full separation of insureds and shall **not** include any insured v. insured exclusions or limitations. The following is a non-exclusive list of additional prohibited exclusions and limiting endorsements:

- Liability assumed by all Contracting Parties under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent.
- Explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse And Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent.
- Cross-liability on claims between any insureds, other than claims between named insureds.
- Injury to independent contractors and employees of independent contractors.
- Any exclusion relating to damage to work performed by Subcontractors on behalf of Design-Build Firm (or Subcontractors on behalf of a Subcontractor) such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent.
- Any type of classification or business description limitation endorsement.
- Any type of endorsement excluding coverage for construction defects in the completed operations phase.
- Any type of endorsement modifying the employer's liability exclusion.

- Any type of habitational or residential exclusion.
- Any type of punitive, exemplary or multiplied damages exclusion.
- Any type of subsidence exclusion if Design-Build Firm or any Subcontractor is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains.

TFC reserves the right to notify Design-Build Firm of any additional prohibited exclusions or endorsements in advance of placing the insurance. A copy of the CGL Schedule of Forms and Endorsement page(s) of the policy shall be provided to verify the coverages required, that the Endorsements required by these insurance requirements are included, and that none of the prohibited exclusions exist in the policy. TFC may require additional exclusions be removed. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by TFC. CGL insurance must be kept in force at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose provided under Texas law.

**4. Automobile Liability Insurance.** Automobile liability insurance policies shall be provided by all Contracting Parties. This policy shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work on the Project and shall include coverage for loading and unloading hazards. Automobile liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. No aggregate shall be permitted.

**5. Umbrella/Excess Liability Insurance.** An Excess or Umbrella liability insurance policy shall be provided by all Contracting Parties, each with limits as indicated in Paragraph 1. This policy shall be excess of the CGL, automobile liability, and employers liability insurance on a “following form” basis of underlying policies. This policy shall be excess over and be no less broad than the CGL, Automobile Liability, Employer’s Liability as described in these insurance requirements, including but not limited to the required additional insured status, designated project(s) and/or location(s), general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations. The policy shall provide coverage where underlying primary insurance coverage limits are exhausted or otherwise unavailable or inadequate to cover a loss. Any excess or umbrella policy shall be kept in force at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose provided under Texas law.

**6. Cyber/Privacy Liability Coverage.** Cyber/Privacy liability insurance shall be provided by Design-Build Firm, Architect, and each Subcontractor to cover risk of loss to electronic data. Each policy must include coverage for electronic vandalism to electronic data, including coverage for a third party’s willful alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, and denial of service to website or email destinations.

**7. Pollution Liability Coverage.** Design-Build Firm, Architect, and each Subcontractor will provide a pollution liability policy that covers a pollution event or release on the Project resulting from their activities under and during the term of this Agreement and for completed operations. The Pollution Liability policy shall provide coverage for “sudden & accidental” and gradual occurrences arising from the Work performed under this Agreement. The annual aggregate shall apply separately to this Project. Pollution liability insurance with coverage as specified herein shall be maintained until all claims arising out of the Work are barred by applicable statutes of limitation and repose.

H.4 Purchase of an extended discovery period or an extended reporting period will not be sufficient to comply with each entity's obligations hereunder. This policy shall include coverage for: (i) the full scope of the particular entity's operations (on-going and completed), as described in this Agreement or in any subcontract or separate agreement concerning the Project; (ii) losses arising from pollutants, including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall; (iii) third party liability for bodily injury, property damage, clean up expenses, and defense costs arising from the entity's operations; (iv) diminution of value and natural resources damages; (v) contractual liability; (vi) claims arising from use of any owned or non-owned disposal sites arising out of the insured entity's activities in connection with this Agreement; (vii) bodily injury to include physical injury, sickness, disease, death, mental anguish, medical monitoring and emotional distress sustained by any person; and (viii) all attorneys' fees, expenses and other costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind that arise out of or that are related to a Pollution Condition(s). Coverage under this policy shall include a 7-day minimum occurrence period for emergency response costs. The Pollution Liability insurance policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from any of the following:

- Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family is acceptable).
- Impaired property that has not been physically injured.
- Materials supplied or handled by the named insured; any exclusionary language pertaining to materials supplied by the insured is subject to the TFC's review and approval.
- Property damage to the work performed by any of the Contracting Parties.
- Faulty workmanship as it relates to clean up costs.
- Punitive, exemplary or multiplied damages.
- Work performed by Subcontractors or subcontractors of any tier.
- Contractual liability incurred as a result of an injury to an employee of the insured.

H.5 "Pollution Condition(s)" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, mold, silt, sedimentation, low-level radioactive material and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the *environment* in the amounts or concentrations discovered.

**8. Professional Liability Coverage.** Contracting Parties will each provide Professional liability coverage ("PL") as will insure from and against all negligent acts, errors, and omissions in any services performed by the Contracting Party, its agents, representatives, employees, and lower-tier contractors. PL coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed by the entity in connection with the Project. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of the Design-Build Firm arising out of the negligence of Design-Build Firm; or (vi) design/build services. This insurance shall

be maintained until all claims arising out of the Work are barred by applicable statutes of limitation and repose.

**9. Builder's Risk Coverage.** Builder's Risk coverage shall be purchased by the Design-Build Firm for the entire Project on an "all risk" completed value form at 100% of the Stipulated Sum with coverage automatically increasing to provide constant limits of insurance at full 100% of all insurable values as they are created during construction and to cover the amount of any Change Orders, TFC Change Directives, or Modifications that increase the replacement value of the Project. Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss Form ISO CP 10 30 06 95 and shall include coverage for fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood and earth movement, and named storm. Any exclusions to this Builder's Risk coverage form require TFC approval. Such insurance shall (a) designate the TFC and Indemnitees, Design-Build Firm, all Subcontractors of any tier (as their interests appear), and all loss payees and mortgagees (as their interests appear) as additional named insureds on the policy; and (b) be primary and non-contributing to any other insurance coverage available to the additional named insureds, as to whom their other insurance shall be excess, secondary and noncontributing to losses covered by Builder's Risk Insurance. The Builder's Risk Insurance shall not include any requirement that protective safeguards are in-place or maintained on the Project. The termination of coverage provision shall be endorsed to permit coverage to continue during any interim period of occupancy of the covered property while being constructed. This insurance shall be maintained in effect until the earlier of the following dates: (i) the date on which termination of coverage has been approved after final payment has been issued to and accepted by the Design-Build Firm, as provided for in the Contract Documents; or (ii) the date on which the insurable interests in the covered property of all insureds other than the TFC have ceased. Loss, if any, shall be adjusted with and made payable to TFC as trustee for the insureds. Such insurance shall cover at a minimum the following:

- All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling.
- All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site.
- All property including materials and supplies on site for installation and at other locations but intended for use at the site.
- All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit.
- The cost of debris removal equal to the lesser of: (i) 25% of the amount of loss, or (ii) \$5,000,000 per occurrence.
- Other property for which an insured is liable in connection with the Project, including TFC furnished or assigned property.
  - .1 For renovation projects or projects that involve portions of Work contained within an existing structure, the policy must also include coverage in the additional sum of \$1,000,000.00, or the value of the total Contract Sum, whichever is less. These policy limits are in addition to the Builder's Risk policy limit that is equal to the total Contract Sum for Existing Property and TFC-Furnished Items, if any, specified by TFC. For purposes herein, "Existing Property" means existing buildings or structures, as well as, all personal property contained therein, but does not include personal property owned or operated by Design-Build Firm or any Subcontractors.

- .2 For TFC-Furnished Items or materials that will be in care, custody or control of Design-Build Firm, Design-Build Firm shall be responsible for any and all damages and losses thereto.
- .3 **Sublimits**. For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits as specified by TFC. For those properties in flood prone areas, floor insurance coverage must be provided with limits specified by TFC. TFC may specify additional sublimits applicable to the Project in the Special Terms and Conditions.
- .4 The policy shall include the following endorsements:
  - i. Builder's Risk insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property;
  - ii. The policy shall not contain an occupancy clause suspending or reducing coverage should TFC partially occupy the Site and before the parties have determined Substantial Completion; and
  - iii. Valuation of any loss for the renovation and any existing property (exclusive of building and existing structures) shall be at replacement cost.
- .5 **Deductibles**. Deductibles shall not exceed the following:
  - i. All risks of direct damage, \$25,000 per occurrence.
  - ii. Delayed Opening Waiting Period: 5 days.
  - iii. Earthquake and Earthquake Sprinkler Leakage, \$100,000 per occurrence.
  - iv. Flood. The deductible per occurrence shall be 5% of the value-at-risk-at-time-of-loss ("VARTOL") with a minimum VARTOL of \$250,000. If flood insurance is purchased through National Flood Insurance Program, the deductible shall be the maximum amount of insurance purchased thereunder.
- .6 The Builder's Risk policy shall remain in effect until the time TFC has approved the transfer of the risk of loss to the Project.
- .7 Additional requirements may be specified by TFC in the Special Terms and Conditions.

**10. Insurance Required of Subcontractors**. Each Subcontractor must provide all coverages identified above with limits as set forth in Paragraph 1 above. The limits of such insurance may be adjusted in accordance with the nature of each Subcontractor's operations but, if such adjustment is requested, it must be submitted to TFC for approval before the Subcontractor enters into an agreement or any Work commences under the agreement in question. Additionally, all Subcontractors shall comply with (i) UGC Section 5.2 as it concerns policies and Subcontractor requirements therein, and (ii) the provisions set forth in this Exhibit.

**11. Inclusion of Insurance Information in Bid Packages**. Design-Build Firm shall include required insurance information in trade bid/proposal packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their responses. The Design-Build Firm shall not commence any phase of the Work under this Agreement until it has obtained all insurance required for that phase and until

evidence of the required insurance has been reviewed and approved by the TFC. TFC's review and approval of the insurance shall not affect the liability of either party.

**12. General Terms for All Insurance Policies.** All insurance coverages must be placed with carriers acceptable to TFC, licensed to do business in Texas and rated A-/VII or better by A.M. Best, confirmed by one or more insurance certificates on an Acord 25 form, with all information fully provided as required by the form. All insurance coverages shall be written on an occurrence basis (except Professional Liability) and shall be primary and not excess insurance vis-à-vis any coverage, any self-insurance, or other policy of insurance maintained by TFC. Any coverage underwritten on a claims-made basis must include a retroactive date for the policy and all renewals must be coincident with the effective date of the Agreement. Any premiums for this extended reporting period shall be paid by Design-Build Firm. Certificates of insurance and additional insured endorsements required herein shall provide that the policies shall be primary without right of contribution from any insurance carried by TFC. Each policy, other than Worker's Compensation/Employer's Liability and Professional Liability, shall contain a severability of interest clause stating, "*it is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.*" Each policy shall provide for full separation of insureds and include no insured v. insured limitations or exclusions.

**13. Additional Insured Status.** TFC and Indemnitees (as defined in the Agreement) and their officers, directors, agents, and employees shall be included as additional insureds on policies procured by each of the Contracting Parties, except Worker's Compensation, Professional Liability, and Builder's Risk, using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (Completed Operations) or their equivalent, as approved by TFC. Additional named insured requirements for the Builder's Risk coverage are contained in Paragraph 10 above wherein TFC and the Indemnitees shall be listed as additional named insureds. All Contracting Parties shall provide additional insured endorsements demonstrating the additional insured status of TFC and the Indemnitees as provided herein on such forms as required by TFC.

**14. Waivers of Subrogation.** All Worker's Compensation, Employers' Liability, Automobile Liability, CGL, Excess Liability, Builder's Risk, and Pollution Liability insurance policies (including those procured by Architect, Consultants, and Subcontractors) must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against TFC and Indemnitees and their officers, directors, agents, and employees. With respect to all such policies, Design-Build Firm waives any and all rights of recovery or subrogation against TFC and its Indemnitees and their officers, directors, agents, and employees.

**15. Evidence/Proof of Insurance/Endorsements.** Evidence of the insurance coverage required of the Contracting Parties must be furnished to TFC before commencement of the Work (or, with respect to Architect, Consultants, and Subcontractors, before such entity begins its portion of the Work) and as coverage renews. Evidence of coverages shall be provided in certificates of insurance with a copy of the Commercial General Liability policies and all endorsements. The insurance policies shall provide or be endorsed to include a requirement for each insurer to give TFC notice at least thirty (30) days prior to any (i) non-renewal; (ii) cancellation; or (iii) material change. "Material Change" includes, without limitation (i) a change in the policy period; (ii) a material revision to, or removal of, a coverage section; (iii) a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or (iv) an increase of the amount of any self-insured retentions. Similarly, the Commercial General Liability policy shall be endorsed to include a 10-day Notice of Non-Payment of Premium in favor of TFC.

**16. Notification to TFC.** Any and all policies, endorsements, approvals, certificates of insurance and/or notifications of cancellation, non-renewal, or material change shall be transmitted to:

The Texas Facilities Commission  
Attention: Insurance Specialist  
P.O. Box 13047  
Austin, Texas 78711  
[Insurance@TFC.State.tx.us](mailto:Insurance@TFC.State.tx.us)

**17. Deductibles, Retentions & Exclusions.** Insurance deductibles shall be paid by Design-Build Firm, Architect, Consultant, or Subcontractor without reimbursement by TFC. Any under-insurance, self-insurance, self-insured retentions (SIR), deductibles, and exclusions in coverage in the insurance policies required under this agreement to the extent applicable, shall be assumed by, for the account of and at the sole risk of Design-Build Firm, Architect, Consultant, and Subcontractors. All deductibles and self-insured retentions shall be disclosed to TFC before the placement of any insurance or commencement of the Work under the Agreement. No deductible or self-insured retention shall exceed \$500,000.00, without prior written approval of TFC.

**18.** If Design-Build Firm elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding the foregoing deductible amounts, Design-Build Firm shall be obligated to grant TFC all rights against Design-Build Firm to the same extent as if Design-Build Firm had maintained the insurance required hereunder with a commercial insurer, including but not limited to additional insured status (as to liability policies other than Workers' Compensation Insurance and Professional Liability Insurance), primary and non-contributory liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Design-Build Firm shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the same extent all of the foregoing would have been covered had Design-Build Firm maintained the insurance required hereunder with a commercial insurer.

**19. Design-Build Firm's Duty to Review.** Design-Build Firm represents and acknowledges it has carefully reviewed its insurance program with its legal and risk advisors and believes its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant herewith. Within 48 hours of a written request by TFC, Design-Build Firm shall submit true and complete copies of Design-Build Firm's policies of insurance in electronic form by emailing true and complete of such policies to TFC's insurance analyst. The true and complete copies of all applicable insurance policies shall be submitted in a timely manner, as no contract will be executed without the receipt, review, negotiation, and TFC acceptance, of the submitted policies. The policies shall include therewith a letter provided by Design-Build Firm's broker, agent, or its applicable insurance carrier representative for each policy, certifying that the electronic copies of the policies as furnished are true and correct copies. In addition, upon conducting such review, if TFC's insurance analyst determines Design-Build Firm's insurance policies contain deficiencies that cause such policies to fail to comply with the insurance requirements of this Agreement, Design-Build Firm agrees to reimburse TFC for all costs and fees incurred in attempting to resolve such policy deficiencies by modification or special endorsement thereof. Design-Build Firm shall not cause or permit any required insurance to cancel or lapse prior to the expiration of all warranty periods, provided however, policy duration for Builder's Risk (or as applicable, an installation floater) is not governed by this provision. Design-Build Firm must update all expired policies prior to submission of any pay application.

**20. Right to Review.** TFC reserves the right to review all insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon TFC, Design-Build Firm, or the underwriter) on any such policies when deemed necessary and prudent by TFC based

upon changes in statutory law, court decisions, or the claims history of the industry and/or of Design-Build Firm, provided however, such modifications must be commercially available to Design-Build Firm. TFC shall make an equitable adjustment to the Stipulated Sum for any additional cost resulting therefrom.

**21. Failure to Obtain or Maintain.** Failure to timely obtain and maintain the insurance coverages as required under this Agreement may subject Design-Build Firm to disqualification from eligibility to participate in any other or future projects with TFC and/or suspension or termination of Work for cause pursuant to UGC Article 14. Design-Build Firm shall provide TFC thirty (30) days' written notice of erosion of any aggregate limits below the minimum amounts required by this Agreement. In the event Design-Build Firm fails to timely renew or pay any of the renewal premiums for any expiring policies, TFC shall have the right (but not the obligation) to: (i) make such payments; and/or (ii) acquire replacement coverage, and set off the amount(s) or costs thereof against the next payment(s) coming due to Design-Build Firm under this Agreement or under any other contract between TFC and Design-Build Firm. TFC may withhold any payments due to Design-Build Firm from this Project or any other TFC project until satisfaction is achieved.

**22. Enforceability of Requirements.** None of the requirements contained herein as to types, limits, or TFC's approval of insurance coverage to be maintained by Design-Build Firm, Architect, Consultants, or any Subcontractors is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Design-Build Firm under the Agreement or otherwise provided by law. All insurance coverages required by the Agreement, as amended by TFC, shall be written in strict conformance with these requirements to provide complete and full coverage to TFC for Design-Build Firm's, Architect's, Consultants', and Subcontractors' operations and completed operations. If coverages and/or specified endorsements are not available due to a change in Texas law, Design-Build Firm shall secure equivalent coverages, which shall be subject to approval by TFC. To the extent any provision of these insurance requirements is held to be void, voidable, invalid, or unenforceable, the remainder of these insurance requirements shall not be affected thereby and shall remain valid and fully enforceable.

**23. Losses Paid by Design-Build Firm.** Actual losses not covered by insurance as required by this Agreement shall be paid by Design-Build Firm. Design-Build Firm hereby waives all rights of recovery and releases, and shall cause the Architect, all Consultants, and its Subcontractors to release TFC from any and all claims or causes of action whatsoever which Design-Build Firm, Architect, Consultants, and/or Subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Design-Build Firm, Architect, Consultants, or Subcontractors pursuant to this Agreement.

**24. TFC a Third-Party Beneficiary.** It is hereby acknowledged and agreed that, based on the Agreement into which this **Exhibit H** is incorporated, TFC is intended to be and hereby is a third-party beneficiary of any agreement(s) between Design-Build Firm, Architect, Consultants, and any and all Subcontractors and persons who procure, or cause to be procured any insurance policy and any renewals thereof, for the Project.

**25. Required Insurance Coverages No Effect On Indemnification.** The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Build Firm's liability under the indemnifications granted to TFC.

**26. No Warranty That Insurance Limits Will Be Adequate to Fully Protect Design-Build Firm.** The insurance requirements set out herein shall not be interpreted as any representation or warranty that the insurance coverage and limits will necessarily be adequate to fully protect Design-Build Firm.

**EXHIBIT I**  
**INTENTIONALLY OMITTED**

**EXHIBIT J-1**

**FORM OF PERFORMANCE BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, \_\_\_\_\_ as principal  
and we \_\_\_\_\_ a corporation  
duly authorized to do business in this State, as Surety(s), are this date held and firmly  
bound unto the State of Texas in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
for payment of which indemnity, the said Principal and Surety, by this declaration, do firmly bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas,  
acting by and through the Texas Facilities Commission, and dated \_\_\_\_\_ for the \_\_\_\_\_

\_\_\_\_\_

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until  
the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal’s failure, as defined by the Contract Documents, to faithfully perform the Contract,  
Surety(s) will within fifteen (15) days of determination of default, assume full responsibility for completion of  
said Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the  
provisions of Chapter 2253 of the Texas Government Code, amended by Acts of 73<sup>rd</sup> Legislature, 1993 pursuant  
to which Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument

this \_\_\_\_ day of \_\_\_\_\_

PRINCIPAL

SURETY

By \_\_\_\_\_ By \_\_\_\_\_

Bond Identification No. \_\_\_\_\_

\_\_\_\_\_  
Address of Attorney-In-Fact

\_\_\_\_\_  
Telephone No. of Attorney-In-Fact

EXHIBIT J-2

FORM OF PAYMENT BOND

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, \_\_\_\_\_ as principal  
and we \_\_\_\_\_ a corporation  
duly authorized to do business in this State, as Surety(s), are this date held and firmly  
bound unto the State of Texas in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
for payment of which indemnity, the said Principal and Surety, by this declaration, do firmly bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas,  
acting by and through the Texas Facilities Commission, and dated \_\_\_\_\_ for the \_\_\_\_\_

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until  
the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the  
provisions of Chapter 2253 of the Texas Government Code, amended by Acts of 73<sup>rd</sup> Legislature, 1993 pursuant  
to which Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this  
instrument

this \_\_\_\_ day of \_\_\_\_\_

PRINCIPAL

SURETY

By \_\_\_\_\_ By \_\_\_\_\_

Bond Identification No. \_\_\_\_\_

\_\_\_\_\_  
Address of Attorney-In-Fact

\_\_\_\_\_  
Telephone No. of Attorney-In-Fact

**EXHIBIT K**

**A/E GUIDELINES**

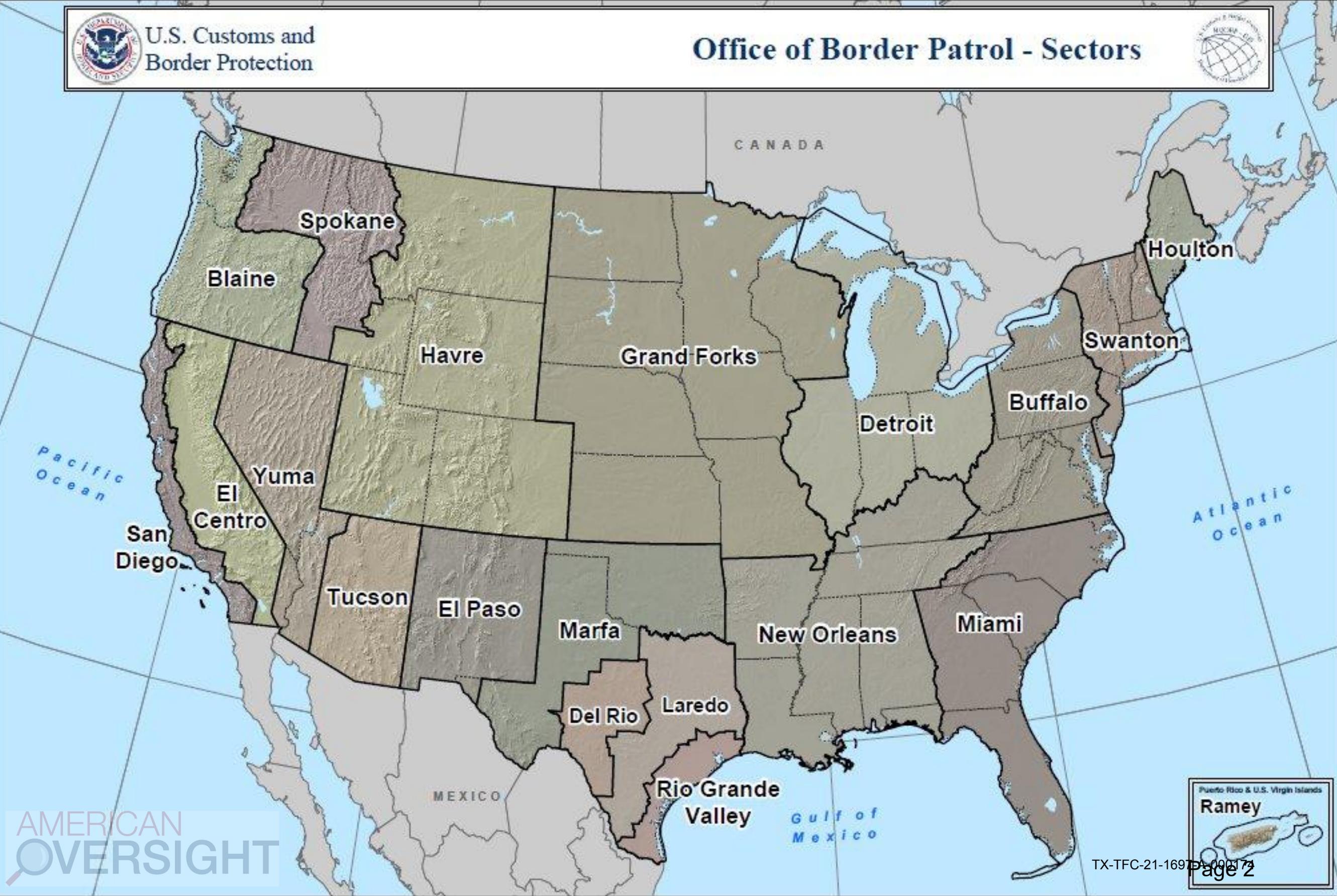
<https://www.tfc.texas.gov/divisions/facilities/prog/construct/formsindex/01%20-%202018%20A-E%20GUIDELINES.pdf>

**EXHIBIT L**  
**INTENTIONALLY OMITTED**

**EXHIBIT M**  
**INDEX OF MAPS**

## Index of Maps

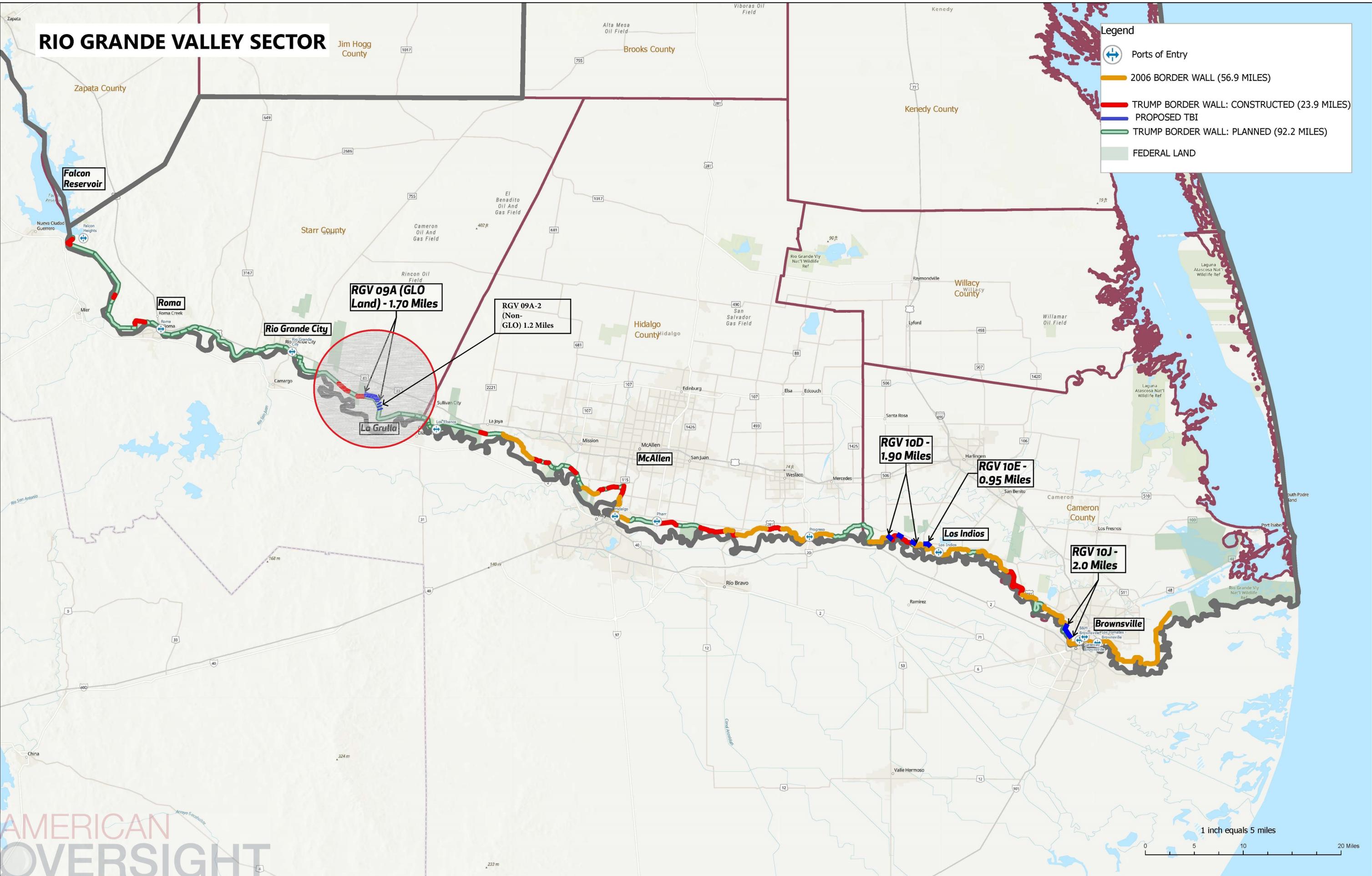
1. Office of Border Patrol Sectors (Key Map) ..... Page 2
2. Rio Grande Valley Sector (2006 Wall, Trump Wall Planned & Constructed) ..... Page 3
3. Rio Grande Valley Sector Starr County (GLO Tract)..... Page 4
4. Rio Grande Valley Sector Starr County (RGV 09A, 1 and 2)..... Page 5
5. Rio Grande Valley sector Cameron County (3 Additional Tracts +/- 5.1 Miles) ..... Page 6
6. Rio Grande Valley Sector Cameron County (RGV 10D, 10E and 10J) ..... Page 7
7. Rio Grande Valley Sector Cameron County (RGV 10D, 1, 2 and 3 and 10E)..... Page 8
8. Rio Grande Valley Sector Cameron County (RGV 10J)..... Page 9



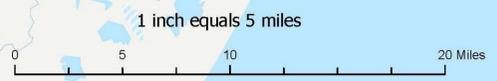
# RIO GRANDE VALLEY SECTOR

**Legend**

- Ports of Entry
- 2006 BORDER WALL (56.9 MILES)
- TRUMP BORDER WALL: CONSTRUCTED (23.9 MILES)
- PROPOSED TBI
- TRUMP BORDER WALL: PLANNED (92.2 MILES)
- FEDERAL LAND



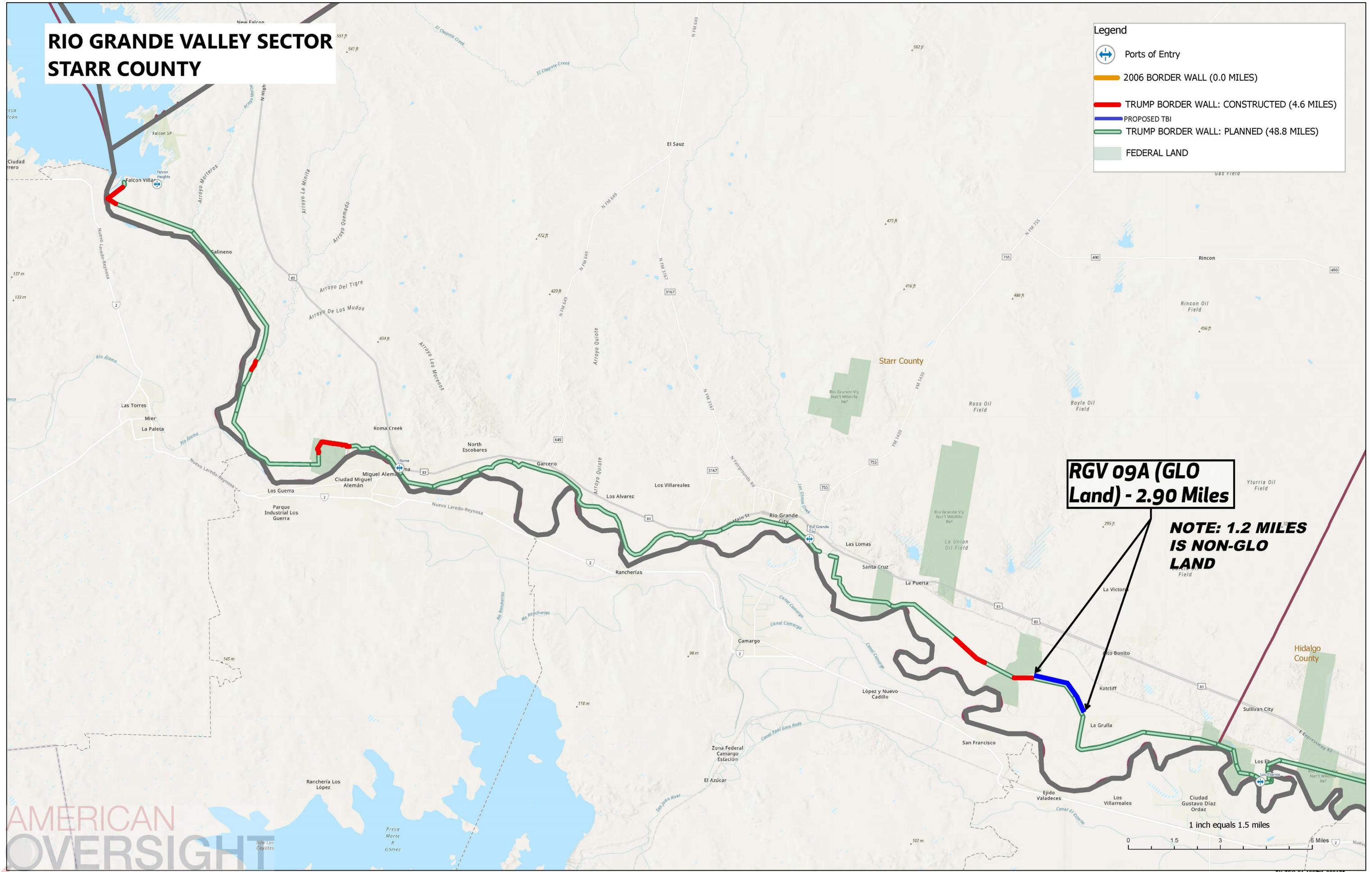
AMERICAN OVERSIGHT



# RIO GRANDE VALLEY SECTOR STARR COUNTY

**Legend**

-  Ports of Entry
-  2006 BORDER WALL (0.0 MILES)
-  TRUMP BORDER WALL: CONSTRUCTED (4.6 MILES)
-  PROPOSED TBI
-  TRUMP BORDER WALL: PLANNED (48.8 MILES)
-  FEDERAL LAND



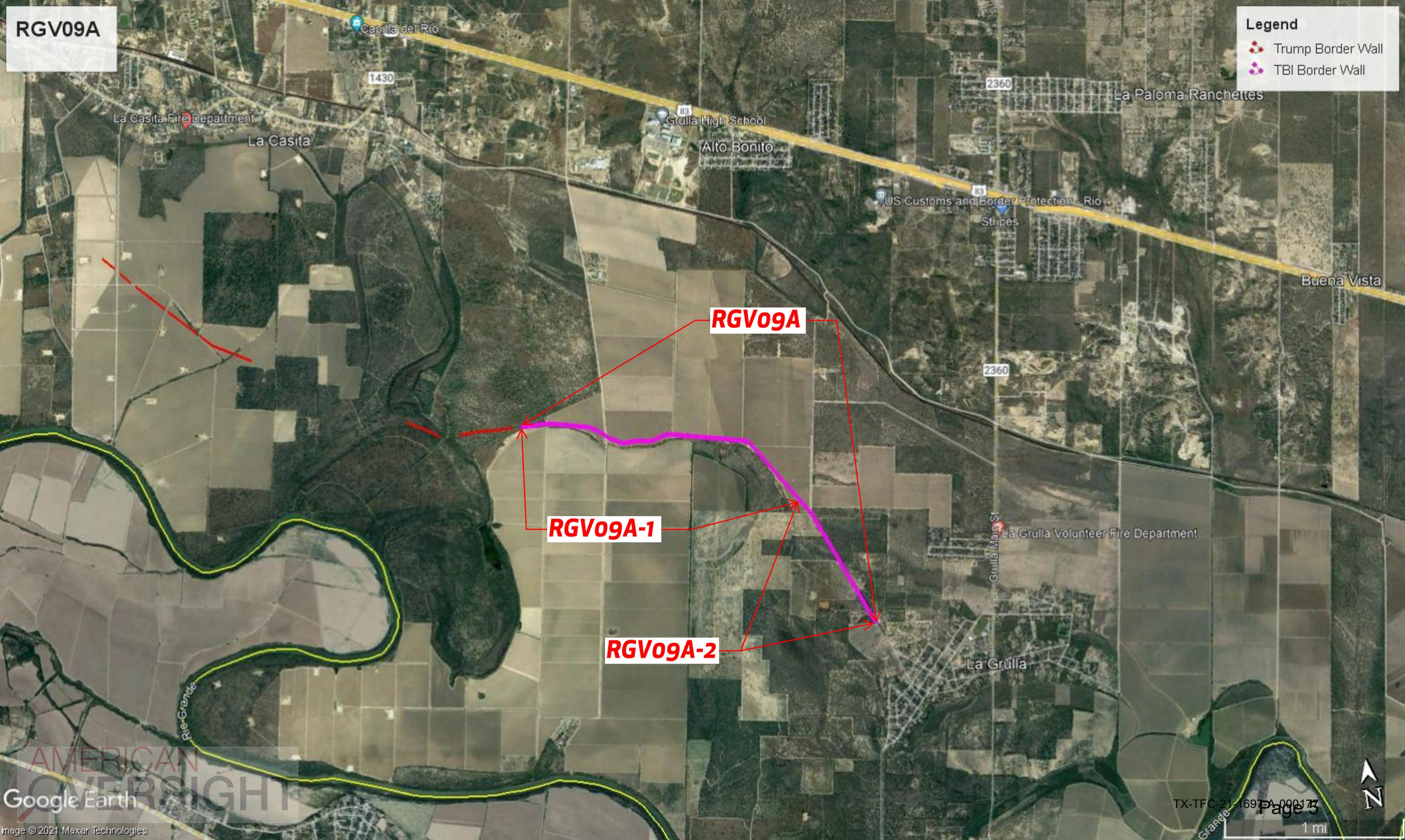
**RGV 09A (GLO Land) - 2.90 Miles**

**NOTE: 1.2 MILES IS NON-GLO LAND**

RGV09A

**Legend**

- Trump Border Wall
- TBI Border Wall



Capilla del Rio

1430

La Casita Fire Department

La Casita

Grulla High School

Alto Bonito

2360

La Paloma Ranchettes

US Customs and Border Protection - Rio

Stripes

Buena Vista

**RGV09A**

2360

**RGV09A-1**

Grulla Main St

La Grulla Volunteer Fire Department

**RGV09A-2**

La Grulla

Rio Grande

AMERICAN OVERSIGHT  
Google Earth

TX-TFC-21-1697A-000177

Page 3

1 mi



# RIO GRANDE VALLEY SECTOR CAMERON COUNTY

**Legend**

-  Ports of Entry
-  2006 BORDER WALL (36.4 MILES)
-  TRUMP BORDER WALL: CONSTRUCTED (6.2 MILES)
-  PROPOSED TBI
-  TRUMP BORDER WALL: PLANNED (14.3 MILES)
-  FEDERAL LAND

**RGV 10D -  
1.90 Miles**

**RGV 10E -  
0.95 Miles**

**RGV 10J -  
2.0 Miles**

RGV10D, RGV10E, and RGV10J

**Legend**

- 2006 Border Wall
- TBI Border Wall
- Trump Border Wall



**RGV10D**

**RGV10E**

**RGV10J**

**RGV10D-1**

**RGV10D-2**

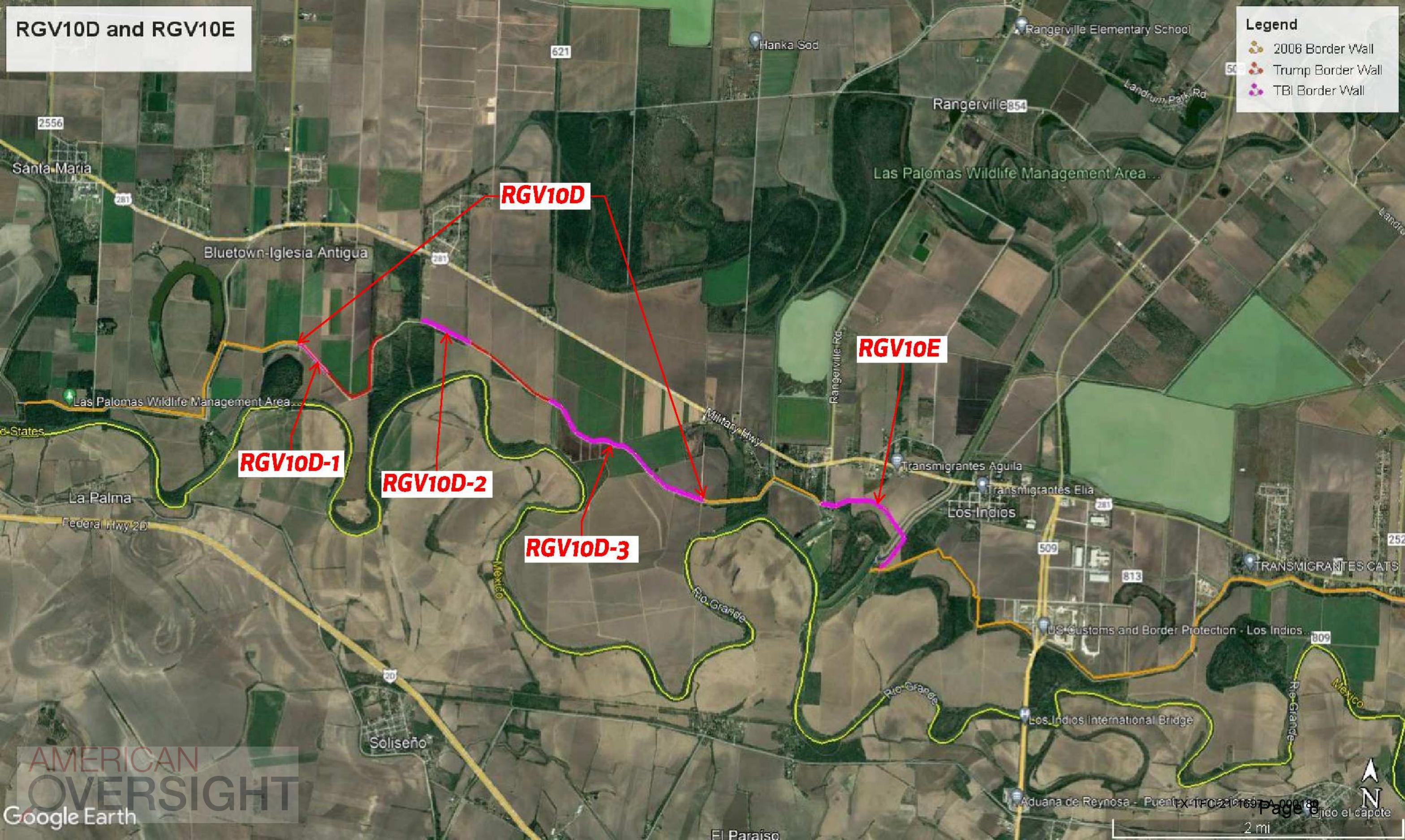
**RGV10D-3**



# RGV10D and RGV10E

**Legend**

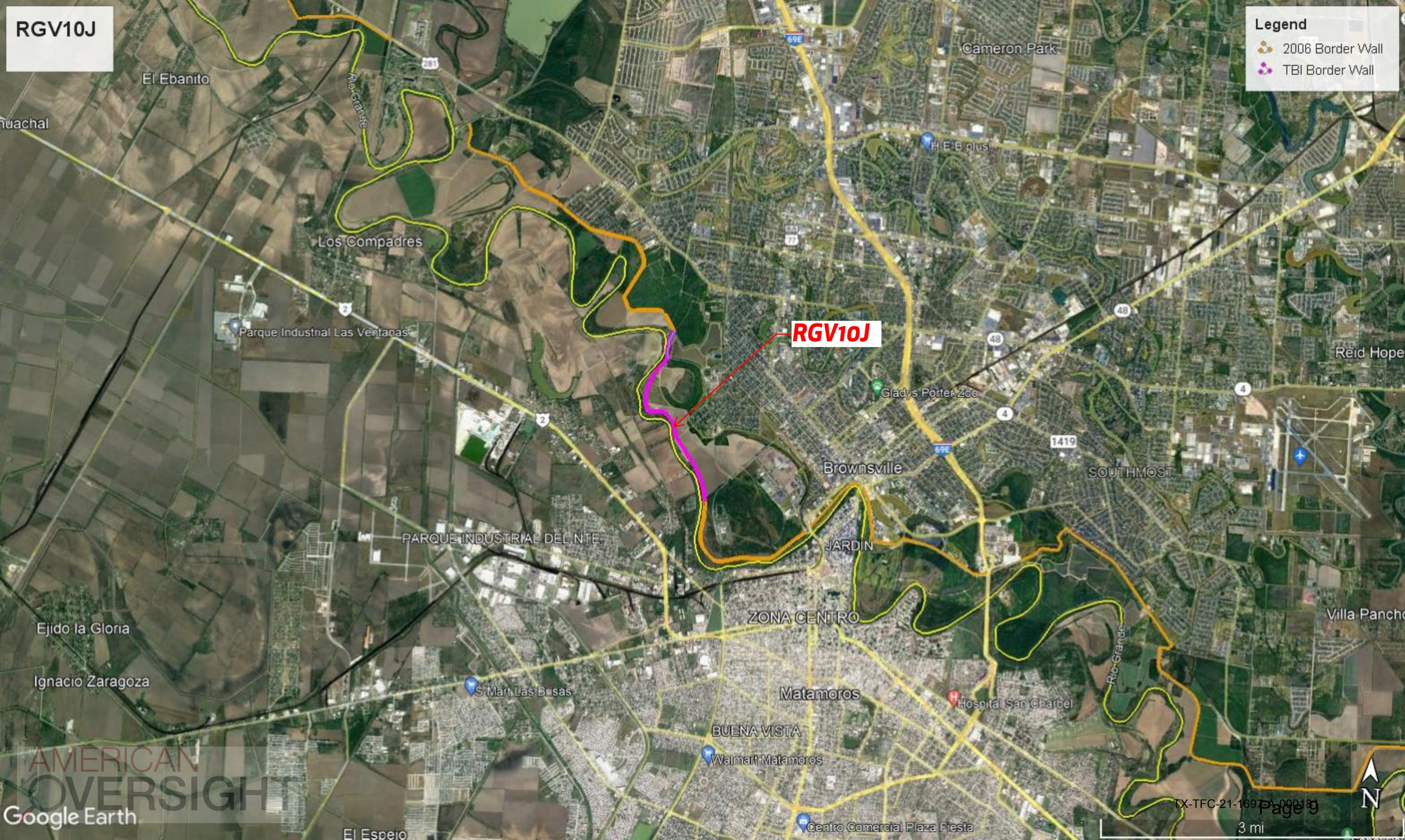
- 2006 Border Wall
- Trump Border Wall
- TBI Border Wall



RGV10J

**Legend**

- 2006 Border Wall
- TBI Border Wall



**From:** [John Raff](#)  
**To:** [Trimble, Craig](#)  
**Subject:** Fee Drawdown Estimate  
**Date:** Wednesday, September 29, 2021 8:21:00 AM

---

Craig,

Can you provide a projection for our fiscal quarter, September, October and November of 2021 for what your invoicing will be? Some kind of spreadsheet / schedule that backs up your estimate would be great. TFC wants to get out ahead of the invoicing and payments from our client, Office of the Governor.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); ["Riera, Alfonso"](#)  
**Cc:** [Richard Cellon](#); [Pete Pazos](#)  
**Subject:** FW: Supplementary and Special Conditions  
**Date:** Tuesday, November 2, 2021 5:06:00 PM  
**Attachments:** [2021 1102 TBI Special Conditions 2015.docx](#)  
[2021 1102 TBI Supp Gen Cond 2015.docx](#)

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Here are supplementary and special conditions for our UGC's. I would have combined them into the supplementals, but noted that our contract references the specials for the LD's. MBHZ may want to park some additional items in the specials. Also, asking MBHZ to provide a little guidance on the LD rates. My only thoughts currently is what it costs TFC and the State to manage the project on a daily basis. Perhaps some insight on how USACE calculated the rates would trigger some additional ideas. I'll start working on the minimum prevailing wage rates now and get you a schedule for that.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** John Raff  
**Sent:** Tuesday, November 2, 2021 4:03 PM  
**To:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>  
**Subject:** Supplementary and Special Conditions

Rich,

I believe these two documents address the issues raised this morning in our meeting with MBHZ. Please review to see if you note any problems with the language. I am going to start on the Minimum Prevailing Wage Rates now for Starr County. I would have packed all of these items into Supplementary Conditions, but I noted that our contract refers to Specials for Liquidated Damages, so that is only item in the specials for now. MBHZ may have other items they want to place in there as well. The rates still have to be determined. I am relying on them to come up with a reasonable set of rates.

Let me know if you have any questions.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567



**SPECIAL CONDITIONS  
TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL  
CONDITIONS FOR CONSTRUCTION CONTRACTS**

The following Special Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts, and any Supplementary General Conditions, as follows:

**Article 9. Construction Schedules**

9.11 Liquidated Damages.

Section 9.11 is supplemented to add the following subsections:

9.11.1 Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. If Contractor fails to achieve Substantial Completion of the Work by the date(s) set forth in the Guaranteed Maximum Price Amendment, as such date(s) may be modified in accordance with the terms of the Contract Documents, or if Contractor fails to achieve Substantial Completion of certain construction milestones(s) by the date(s) set forth in the Guaranteed Maximum Price proposal, as such date(s) may be modified in accordance with the terms of the Agreement, Owner will incur substantial damages as a result of such failure. If Contractor neglects, fails, and/or refuses to achieve Substantial Completion of the Work by the Substantial Completion Date, subject to any proper extension granted by Owner, Contractor shall pay TFC liquidated damages, and not as a penalty or forfeiture, in the amount as defined in paragraph 9.11.2 per calendar day until Substantial Completion of such construction milestone is achieved. There shall be a seven (7) calendar day grace period applied to the dates for Substantial Completion of the Work and each construction milestone before such liquidated damages are assessed.

9.11.2 LIQUIDATED DAMAGES SCHEDULE

**Liquidated Damages for Interim Construction Milestone(s) (if any):** Pursuant to Section 9.11.1 of the UGC's, the liquidated damages for failure to achieve Substantial Completion of the interim construction milestone (s), if any, shall be as set forth below:

**Milestone 1:** The sum of [redacted] and no/100 Dollars (\$) per calendar day for each day of delay in achieving Substantial Completion of Milestone 1, beginning on day eight (8) (so as to allow a seven (7) day grace period), as required by Contract Documents.

**Milestone 2:** The sum of [redacted] and no/100 Dollars (\$) per calendar day for each day of delay in achieving Substantial Completion of Milestone 2, beginning on day eight (8) (so as to allow a seven (7) day grace period), as required by Contract Documents.

**Liquidated Damages for the Entire Work:** Pursuant to Section 9.5 of the Agreement, the liquidated damages for failure to achieve Substantial Completion of the entire Work shall, in addition to and not in lieu of any liquidated damages as provided above with regard to the interim

construction milestone (s), be as set forth below:

<b>Days Beyond Substantial Completion</b>	<b>Liquidated Damages</b>
1 – 7 calendar days	\$0, to allow for a seven (7) calendar day grace period
8 – 30 calendar days	\$ _____ per calendar day
31 – 45 calendar days	\$ _____ per calendar day
46+ calendar days	\$ _____ per calendar day

The liquidated damages arising from the failure to achieve Substantial Completion of the interim construction milestone (s) and the liquidated damages arising from the failure to achieve Substantial Completion of the entire Work are to be charged separately, but in no event shall the daily rate exceed the highest singular applicable daily rate (i.e., no stacking).

**End of Special Conditions**

**SUPPLEMENTARY GENERAL CONDITIONS  
TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL  
CONDITIONS FOR CONSTRUCTION CONTRACTS**

The following Supplementary General Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts.

**Article 2. Wage Rates and Other Laws Governing Construction**

Strike paragraph 2.1 and replace with the following:

- 2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. **Contractor is responsible for filing a Notice of Intent upon beginning field operations in association with Owner's stormwater run-off permit.** Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

Add Section 2.7 as follows:

- 2.7 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.

**Article 5. Bonds and Insurance**

- 5.2 Insurance Requirements.

Subsection 5.2.4 is supplemented to add the following new paragraphs:

- 5.2.4.1 Contractor shall deliver to Owner true and complete copies of the General Contractor's certificates prior to the issuance of any Notice to Proceed.
- 5.2.4.2 Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's

obligation to maintain such insurance.

5.2.4.3 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.2.4.4 The insurance coverage and limits established in the Uniform General Conditions, Supplementary General Conditions, or Special Conditions shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

## **Article 8. Quality Control**

Strike paragraph 8.2.1 and replace with the following:

8.2.1 **Contractor** is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

(Subparagraphs 8.2.1.1, 8.2.1.2, 8.2.1.3 and 8.2.1.4 remain in full effect.)

### **End of Supplementary General Conditions**

**From:** [Pete Pazos](#)  
**To:** [John Raff](#); [Bormann, Michael](#); [GGarced@mbakerintl.com](mailto:GGarced@mbakerintl.com)  
**Subject:** Huddle Before Interviews?  
**Date:** Thursday, October 28, 2021 9:07:21 AM

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## External: Beware of links/attachments

John

Recommend we have a quick call today (1230-1245 CST) before the first interview to discuss how we plan to manage the interviews (who asks which questions) and to determine if there are additional threads we want to make sure we expand further (i.e. ability to start design work next week, etc)

Best regards

Pete

Sent from my Verizon, Samsung Galaxy smartphone

**From:** [John Raff](#)  
**To:** [James Broaddus](#); [Scott Broaddus](#)  
**Cc:** [Heidi Gonzales](#)  
**Subject:** Insurance Certificates and Notice to Proceed  
**Date:** Tuesday, June 29, 2021 7:34:00 AM

---

Jim,

We now have our executed agreement to begin advisory services for drafting the RFP for program management of the border wall program. If you have not already started working on it, would you please collect your insurance certificates in accordance with the insurance requirements in the contract and send those to Heidi Gonzales copied on this email. If you have any questions about insurance, please contact Heidi. Also, I will draft your notice to proceed letter so we are procedurally papered up on the contract.

Look forward to working with Broaddus.

Sincerely,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

## Kimberly French

---

**From:** John Raff  
**Sent:** Wednesday, November 17, 2021 7:45 AM  
**To:** Steven Halpin; Martin Blair; Gilbert Brindley  
**Subject:** RE: Insurance requirements for TFC Contract No. 22-112-000 (anticipated)

I thought it was cyber that Gil had a problem with, but let's get his response to the published chart Martin just sent. Then we can make adjustments, if appropriate and necessary.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>  
**Sent:** Tuesday, November 16, 2021 5:33 PM  
**To:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>; Gilbert Brindley <[gbrindley@posillicoinc.com](mailto:gbrindley@posillicoinc.com)>  
**Cc:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>  
**Subject:** RE: Insurance requirements for TFC Contract No. 22-112-000 (anticipated)

John: Didn't we just agree that cyber is 2 Million?

Steven E. Halpin  
Deputy General Counsel  
Board Certified, Commercial Real Estate  
Texas Board of Legal Specialization

Cell: 737-704-7755

Texas Facilities Commission  
1711 San Jacinto Blvd.  
Austin, Texas 78701  
or  
P.O. Box 13047  
Austin, Texas 78711-3047

---

**From:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Sent:** Tuesday, November 16, 2021 4:07 PM  
**To:** Gilbert Brindley <[gbrindley@posillicoinc.com](mailto:gbrindley@posillicoinc.com)>  
**Cc:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>  
**Subject:** Insurance requirements for TFC Contract No. 22-112-000 (anticipated)

I understand that the 2 parties are still hashing out remaining issues, but the attached insurance chart seems to be set.

Would you please send your COI's for those items in the Preconstruction column to: [Insurance@tfc.texas.gov](mailto:Insurance@tfc.texas.gov).

Thank you,

Martin V. Blair, CTPM, CTCM  
Contract Administrative Manager  
Texas Facilities Commission  
1711 San Jacinto Boulevard, Suite 400  
Austin, Texas 78701  
T: (512) 463-7829  
E: [martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)

**From:** [John Raff](#)  
**To:** [Mike Novak](#); [Richard Cellon](#); [Pete Pazos](#)  
**Subject:** James Thomas  
**Date:** Tuesday, November 9, 2021 2:24:00 PM

---

Just had a brief conversation with James to provide him the contact with TMD, Brian Stevens. He is looking at putting fence and concertina wire on the GLO property and wanted to get in contact with TMD. I confirmed that this would not go on our same alignment so we would not have to worry about removing it. IN our conversation, he informed me that he was now not just over the wall, but also over all of Operation Loan Star (?). So his responsibility has now been expanded to cover the operations as well as the wall.

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

**From:** [Trimble, Craig](#)  
**To:** [John Raff](#); [Rico Gamino Jr](#)  
**Cc:** [Kent, Monica](#); "[Riera, Alfonso](#)"  
**Subject:** MBHZ Revised Cvr Ltr and Fee Proposal  
**Date:** Wednesday, September 15, 2021 11:21:36 AM  
**Attachments:** [MB HZ TFC Proposal and Letter Rev 1 091421.pdf](#)  
**Importance:** High

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## External: Beware of links/attachments

**John and Rico:** Please find attached our revised cover letter and proposal from yesterday's negotiations.

### **Craig N Trimble, AIA, NCARB**

#### **Vice President**

500 W. 7<sup>th</sup> Street, Suite 300  
Fort Worth, TX 76102-4773  
Cell 214.914.2394



500 West 7th Street | Suite 300 | Fort Worth TX 76102-4728  
817.335.3000  
[ctrimble@Huitt-Zollars.com](mailto:ctrimble@Huitt-Zollars.com)  
[www.huitt-zollars.com](http://www.huitt-zollars.com)



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500 West 7th Street | Suite 300 |  
Fort Worth TX 76102-4728  
817.335.3000

September 14, 2021

Texas Facilities Commission  
P.O. Box 13047  
Austin, TX 78711-3047  
Attention: Mr. John Raff

**Subject: REVISED 091421: Program Management Services for the Texas Border Infrastructure  
A/E RFP# 303-1-02423**

Dear Mr. Raff:

The Joint Venture of Michael Baker International and Huitt-Zollars (MB/HZ) is pleased to submit our *revised* cost proposal for the startup activities related to the subject opportunity. We are very excited to assist the TFC team in the success of this program and thank the board for the selection.

The attached fee proposal found within includes the following services as identified in the Scope of Work dated September 7, 2021 with the exception of the period of performance shall be 18 months to coincide with the delivery of the initial \$250M program. The summary below of the fee proposal reflects the updated fee based on negotiations which occurred on September 14, 2021:

Task	Total Price
I. Core Team	\$3,307,354
II. Program Management Plan	\$46,298
III. Program Kickoff/Vision & Partnering Workshop	\$50,891
IV. Project Controls	\$1,251,889
V. Comprehensive Plan	\$361,168
VI. Texas Border Infrastructure Playbook	\$1,091,295
VII. Design Build RFPs & Land agreements	\$3,872,897
VIII. Procurement Assistance/Bidder's RFIs/DB Contractor Award	\$408,545
IX. Option 1 – 10 Geotechnical Borings (25 feet depth)	\$61,229
IX. Option 2 – 5 Miles LIDAR Aerial Mapping (1000 feet wide)	\$81,736

**The total fee proposal is \$10,390,337, without Options.**

Of note, we have identified 27% or \$2,847,938.15 of the fee to be subcontracted to our HUB partners, which exceeds our good faith HUB plan.

Below is a summary of changes to this proposal based on the negotiations on September 14, 2021:

- General: Reduced escalation for Year 2 rates to 2% assuming this does not set a precedent for future purchase orders.
- Core Team: Reduced Construction Manager from 2940 hours to 2720 hours
- Core Team: Reduced JV Principal from 750 hours to 450 hours
- Project Controls: Reduced Master Scheduler from 2450 hours to 1920 hours
- Project Controls: Reduced Chief Estimator and Sr Estimator from 600 hours each to 450 hours each
- Project Controls: Clarified the assumption related to accounting support for TFC is included as part of the PMIS Support

A summary of the scope and assumption that shall be incorporated with the award are below:

**I. Core Team**

Core Team includes the following staff for a total period of performance of 18 months:

Title	Labor Category	Name	Hours
Program Manager	Project Executive	Craig Trimble	Full Time - 3120
Project Director	Planning Manager	Al Riera	Full Time - 3120
Construction Manager	Construction Manager	Bob Sims	Part Time – 2720*
Project Controls Manager	Project Controls Manager	Ian Davis	Full Time - 3120
Administrative	Admin Support	Blanca Berumen	Full Time - 3120
Quality Manager	Quality Manager	Larry Rogers	Part Time – 180
JV Board Member	JV Principal	Monica Kent	Part Time – 450

\*The Construction Manager will be part time during early RFP activities through the first three months to attend the workshop, provide input during planning and DB RFP development, assist with master scheduling, and begin mobilization of field team and services. Once the first DB Contractor award is made, the Construction Manager will be full time to manage field services.

**II. Program Management Plan**

The Program Management Plan will include the following:

- Description of the program and its features
- Statement of TBP program objectives and standards
- Team Organization; Roles and Responsibilities (including subs)
- Controlling conditions such as codes, laws, other agency authorities
- Overall Program Schedule
- Change Management Plan
- Risk Management Plan
- Security/Safety Management Plan
- Quality Control Plan
- Project Controls Plan
- Communications Plan

**III. Program Kickoff/Vision & Partnering Workshop**

The intent of the workshop is to kick off the program with the MB/HZ and key stakeholder as identified by TFC. MB/HZ will provide an independent facilitator and meeting location for the workshop.

**IV. Project Controls**

Project Controls Team includes the following staff for a total period of performance of 18 months:

Title	Labor Category	Name	Hours
Project Controls PIC	PIC	Keith Usher	Part Time - 420
Master Scheduler	Sr. Scheduler	Guy Mapstone	Part Time - 2450
Cost Control	Chief Estimator	Stuart Hoevelman	Part Time – 600
Cost Control	Sr. Estimator	Bob Gaiser	Part Time – 600
Document Controls	Sr Project Support	TBD	Part Time – 2600
PMIS Support	Project Manager	Wilson Garcia	Part Time – 1600
Reporting	Project Support	Emilie Chau	Part Time - 1500

A project controls workshop will be held with the MB/HZ and the applicable TFC personnel to identify the reporting structures, document control protocols, external document management and ProjectMates integration.

The project controls team will provide the following services:

- Integrated Program Schedule
- High Level Program Schedule (Benchmarks)
- Risk Register
- Document Controls
- PMIS (ProjectMates) Reporting
- Remote accounting support in PMIS and other systems
- Cost Control – Budget Forecasting/Tracking
- High Level Programmatic Spending Forecast

MB/HZ assumes the PMIS specialist will provide accounting support to TFC remotely.

#### **V. Comprehensive Plan**

The Comprehensive Planning will identify the immediate priorities of the TBI program. The team will identify the sections of border infrastructure for the first \$250M of construction and land agreements for development of the initial design build RFPs. The initial priority locations shall be coordinated with DPS and focus on rural areas to allow for rapid initial land agreements and construction. The Planning Workshop and RFP Development Kickoff will be combined into one event in order to meet the schedule.

#### **VI. Texas Border Infrastructure Playbook**

The data developed in the Comprehensive Plan will be the framework to support the Playbook. The intent of the playbook is to provide the long-range plan for the TBI program and provide a guide for execution of the plan.

Public Outreach/Communications scope is limited to support service in support of comprehensive planning and to establish communications plans and protocols for the future phases of work.

#### **VII. Design Build RFPs & Land Agreements**

MB/HZ has assumed a maximum of four design build RFP(s) will be prepared. In addition, MB/HZ has assumed a maximum of 20 miles of border alignment will be included in the RFP(s) based on the \$250M program.

Some alignment section are previously approved via IBWC. Any new sections located within the Rio Grande floodplain would require additional analysis and approval. The MBHZ team assumes no new floodplain analysis will be required due to the anticipated schedule for the first design build RFPs.

The MB/HZ will perform site investigation and due diligence on the selected alignments and properties, however, periodically, there are structures or other assets that may be discovered during construction. MB/HZ, within the limits reasonable professional care, cannot take responsibility for differing site conditions.

Environmental services are limited to cultural, endangered species, wetland and hazmat initial investigation and delineations for inclusion in the DB RFPs. Any environmental assessments and final permitting, including Section 404, shall be completed by the DB contractor.

MB/HZ assumes TFC will assist the team with expediting any reviews or approvals through TCEQ. All permitting will be completed by the selected DB Contractor(s).

Public Outreach/Communications scope is limited to supporting the Design Build RFP development and land agreements activities related to agency and landowner communications. Additional support activities include assistance with DB Contractor meeting and site visits.

Land agreements and real estate survey scope is limited to no more than 50 parcels assuming the alignment is located in rural locations targeted from comprehensive planning activities to acquire construction rights for approximately 20 miles. Land agreements team will provide the following:

- Identify potential land access to be acquired for the DB RFPs
- Develop a plan to streamline land access right to construct
- Perform land valuations (appraisals or appraisal waivers) for State Approval.
- Establishes Fair Market Value for offer to purchase which must be approved by the State before offer can be made.
- Perform negotiations
- Prepare Conveyance Documents
- Assist TFC with Payment
- Assist with communications for land access during site investigations and site visits

The land agreements proposal assumes the following for ROW/acquisition costs:

Appraisal - 50 @ \$6,000 ea. = \$300,000

Appraisal Review - 50 @ \$2,500 ea. = \$125,000

Negotiations - 50 @ \$7000 ea. = \$350,000

Title/Closing - 50 @ \$ 800 ea. = \$40,000

Title Policy - 50 @ \$1000 ea. - \$ 50,000

Actual land costs or condemnation costs have been excluded.

#### **VIII. Procurement Assistance**

MB/HZ will prepare the RFP packages with the applicable TFC front end specifications and general conditions.

MB/HZ assumes one preproposal contractor site visit per RFP.

MB/HZ will coordinate DB Contractor site visit with landowners.

MB/HZ will rent meeting space for preproposal site visit and presentations to DB Contractors.

MB/HZ will assist TFC with DB Contractor award by providing evaluation of the DB Contractors proposals and making recommendations to TFC for DB Contractor selection.

#### **IX. Options**

The options are intended to be awarded if there is need for data along the alignment for the initial DB RFPs.

Option 1 – The cost includes 10 geotechnical borings up to 25 feet deep and associated geotechnical report for including in the DB RFP.

Option 2 – The cost includes 5 Miles LIDAR Aerial Mapping up to 1000 feet wide for planning and inclusion in the DB RFP.

The personnel authorized to negotiate and sign for this action include the following MB/HZ personnel:

Craig Trimble, AIA  
Program Manager  
Michael Baker International & Huitt-Zollars, JV

Board Member

And/or,  
Alfonso Riera  
Design Manager  
Michael Baker International & Huitt-Zollars, JV  
Board Member

And/or,  
Monica Kent, PE  
JV Board Representative  
Michael Baker International & Huitt-Zollars, JV  
Board Member

We look forward to further discussion with TFC on the subject fee proposal and scope. We appreciate TFC and the Teams' transparency and assistance during this early phase. We look forward to working with the Team in the coming months.

Please feel free to contact me at any time on my cell – 214.914.2394

Regards



**Craig Trumble, AIA**  
Program Manager

Enclosures: Proposal

Copies to: Monica Kent

REVISED 091421

Contract Number: **TFC Texas Border Infrastructure Program**  
 Purchase Order Number: **01**  
 Project Name: **Core Team, Project Controls, Early Activities**  
 Project Location: **Texas Border**  
 Contract Type: **FIRM FIXED PRICE**

Task	PROJECT TASKS	LABOR HOURS	LABOR	SUBCONTRACTS	REIMBURSABLE			FEES	TOTAL PRICE
					RENTALS	MATERIALS & SUPPLIES -	TRAVEL		
I.	Core Team - 18 months	15,830	\$3,215,685	\$0	\$0	\$87,304	\$0	\$4,365	\$3,307,354
II.	Program Management Plan	240	\$45,950	\$0	\$0	\$0	\$332	\$17	\$46,298
III.	Program Kickoff/Vision and Partnering	180	\$40,046	\$0	\$5,000	\$5,328	\$0	\$516	\$50,891
IV.	Project Controls - 18 months	0	\$0	\$1,166,411	\$0	\$16,363	\$0	\$69,116	\$1,251,889
V.	Comprehensive Plan	1,740	\$291,661	\$40,000	\$0	\$25,621	\$576	\$3,310	\$361,168
VI.	Texas Border Infrastructure Playbook	5,520	\$894,909	\$170,000	\$0	\$16,414	\$620	\$9,352	\$1,091,295
VII.	Design Build RFPs & Land Acquisition	10,370	\$1,648,205	\$2,082,000	\$0	\$34,658	\$2,096	\$105,938	\$3,872,897
VIII.	Procurement Assistance/RFIs/Contractor Award	1,820	\$325,764	\$30,000	\$12,000	\$36,839	\$0	\$3,942	\$408,545
IX.	Option 1 - 10 Geotechnical Boring	40	\$8,729	\$50,000	\$0	\$0	\$0	\$2,500	\$61,229
IX.	Option 2 - 5 Miles LIDAR Aerial Mapping	40	\$8,236	\$70,000	\$0	\$0	\$0	\$3,500	\$81,736
<b>TOTAL</b>		<b>35,780</b>	<b>\$6,479,184</b>	<b>\$3,608,411</b>	<b>\$17,000</b>	<b>\$222,527</b>	<b>\$3,624</b>	<b>\$202,555</b>	<b>\$10,533,302</b>

Construction Cost Limit: **\$250,000,000.00**

PM/PC Fee Total:	\$4,656,432.13	% of CCL:	1.86%	HUB fees:	\$2,847,938.15	Total without Options:	\$10,390,337
RFP/RE/Planning Fee Total:	\$5,876,869.56	% of CCL:	2.35%	HUB Percentage:	27.04%		



REVISED 0914:

**ESTIMATE SUMMARY**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
REF. NUM.	LABOR CATEGORY	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>PRO SERVICE LABOR AT OFFICE</b>																		
101	JV Principal	265	\$276.26	\$ 73,209.23	225	\$281.79	\$ 63,401.96	0	\$287.42	\$ -	0	\$293.17	\$ -	0	\$299.03	\$ -	490	\$ 136,611.19
102	Project Executive	2080	\$240.47	\$ 500,182.40	1040	\$245.28	\$ 255,093.03	0	\$250.19	\$ -	0	\$255.19	\$ -	0	\$260.29	\$ -	3120	\$ 755,275.43
103	Project Director	2080	\$226.77	\$ 471,679.68	1040	\$231.30	\$ 240,556.64	0	\$235.93	\$ -	0	\$240.65	\$ -	0	\$245.46	\$ -	3120	\$ 712,236.32
104	Senior Project Manager	1480	\$210.04	\$ 310,854.25	0	\$214.24	\$ -	0	\$218.52	\$ -	0	\$222.89	\$ -	0	\$227.35	\$ -	1480	\$ 310,854.25
105	Project Manager	1620	\$188.12	\$ 304,761.69	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	1620	\$ 304,761.69
108	Civil Support Sr	1760	\$186.23	\$ 327,758.06	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	1760	\$ 327,758.06
109	Civil Support	1760	\$122.96	\$ 216,405.28	0	\$125.42	\$ -	0	\$127.93	\$ -	0	\$130.48	\$ -	0	\$133.09	\$ -	1760	\$ 216,405.28
110	Structural Support Sr	1040	\$208.65	\$ 216,999.73	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	1040	\$ 216,999.73
111	Structural Support	980	\$126.84	\$ 124,298.85	0	\$129.37	\$ -	0	\$131.96	\$ -	0	\$134.60	\$ -	0	\$137.29	\$ -	980	\$ 124,298.85
112	Electrical Support Sr	470	\$174.38	\$ 81,956.33	0	\$177.86	\$ -	0	\$181.42	\$ -	0	\$185.05	\$ -	0	\$188.75	\$ -	470	\$ 81,956.33
113	Electrical Support	520	\$119.40	\$ 62,090.58	0	\$121.79	\$ -	0	\$124.23	\$ -	0	\$126.71	\$ -	0	\$129.25	\$ -	520	\$ 62,090.58
114	Mechanical Support Sr	180	\$171.72	\$ 30,909.15	0	\$175.15	\$ -	0	\$178.65	\$ -	0	\$182.23	\$ -	0	\$185.87	\$ -	180	\$ 30,909.15
115	Mechanical Support	120	\$115.61	\$ 13,873.00	0	\$117.92	\$ -	0	\$120.28	\$ -	0	\$122.68	\$ -	0	\$125.14	\$ -	120	\$ 13,873.00
116	Geotechnical Support Sr	480	\$162.88	\$ 78,180.82	0	\$166.13	\$ -	0	\$169.46	\$ -	0	\$172.85	\$ -	0	\$176.30	\$ -	480	\$ 78,180.82
117	Geotechnical Support	500	\$103.21	\$ 51,607.46	0	\$105.28	\$ -	0	\$107.38	\$ -	0	\$109.53	\$ -	0	\$111.72	\$ -	500	\$ 51,607.46
118	Environmental Support Sr	820	\$162.20	\$ 133,002.97	0	\$165.44	\$ -	0	\$168.75	\$ -	0	\$172.13	\$ -	0	\$175.57	\$ -	820	\$ 133,002.97
119	Environmental Support	760	\$109.29	\$ 83,060.07	0	\$111.48	\$ -	0	\$113.70	\$ -	0	\$115.98	\$ -	0	\$118.30	\$ -	760	\$ 83,060.07
120	Planning Sr	1140	\$176.41	\$ 201,106.37	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	1140	\$ 201,106.37
121	Planning	920	\$112.87	\$ 103,839.74	0	\$115.13	\$ -	0	\$117.43	\$ -	0	\$119.78	\$ -	0	\$122.17	\$ -	920	\$ 103,839.74
122	Survey Sr	60	\$139.39	\$ 8,363.50	0	\$142.18	\$ -	0	\$145.02	\$ -	0	\$147.92	\$ -	0	\$150.88	\$ -	60	\$ 8,363.50
124	Technical Support Sr	1460	\$118.94	\$ 173,658.14	0	\$121.32	\$ -	0	\$123.75	\$ -	0	\$126.22	\$ -	0	\$128.75	\$ -	1460	\$ 173,658.14
125	Technical Support	1400	\$97.98	\$ 137,173.33	0	\$99.94	\$ -	0	\$101.94	\$ -	0	\$103.98	\$ -	0	\$106.06	\$ -	1400	\$ 137,173.33
126	GIS	800	\$145.25	\$ 116,199.49	0	\$148.15	\$ -	0	\$151.12	\$ -	0	\$154.14	\$ -	0	\$157.22	\$ -	800	\$ 116,199.49
127	Construction Manager	1680	\$202.90	\$ 340,879.32	1040	\$206.96	\$ 215,240.94	0	\$211.10	\$ -	0	\$215.32	\$ -	0	\$219.63	\$ -	2720	\$ 556,120.26
128	Construction Inspector	40	\$114.71	\$ 4,588.53	0	\$117.01	\$ -	0	\$119.35	\$ -	0	\$121.73	\$ -	0	\$124.17	\$ -	40	\$ 4,588.53
129	Estimator	360	\$166.62	\$ 59,982.89	0	\$169.95	\$ -	0	\$173.35	\$ -	0	\$176.82	\$ -	0	\$180.35	\$ -	360	\$ 59,982.89
130	Administrative	3200	\$87.13	\$ 278,826.71	1040	\$88.88	\$ 92,431.05	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	4240	\$ 371,257.76
131	Scheduler	120	\$145.90	\$ 17,508.03	0	\$148.82	\$ -	0	\$151.79	\$ -	0	\$154.83	\$ -	0	\$157.93	\$ -	120	\$ 17,508.03
134	Quality Manager	100	\$249.58	\$ 24,958.00	80	\$254.57	\$ 20,365.73	0	\$259.66	\$ -	0	\$264.86	\$ -	0	\$270.15	\$ -	180	\$ 45,323.73
135	Project Controls Manager	2080	\$144.92	\$ 301,433.60	1040	\$147.82	\$ 153,731.14	0	\$150.77	\$ -	0	\$153.79	\$ -	0	\$156.87	\$ -	3120	\$ 455,164.74
	Labor (At Office)	30275		\$ 4,849,347.21	5505		\$ 1,040,820.48	0		\$ -	0		\$ -	0		\$ -	35780	\$ 5,890,167.69
	Fee on Labor		10.00%	\$ 484,934.71		10.00%	\$ 104,082.05		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 589,016.76
	Total At Office Labor	30275		\$ 5,334,281.92	5505		\$ 1,144,902.53	0		\$ -	0		\$ -	0		\$ -	35780	\$ 6,479,184.45
<b>TOTAL ESTIMATED DIRECT LABOR</b>																		
		30275		\$ 5,334,281.92	5505		\$ 1,144,902.53	0		\$ -	0		\$ -	0		\$ -	35780	\$ 6,479,184.45
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>																		
				\$ 3,608,410.61			\$ -			\$ -			\$ -			\$ -		\$ 3,608,410.61
SUBCONTRACTS				\$ 3,608,410.61			\$ -			\$ -			\$ -			\$ -		\$ 3,608,410.61
RENTALS				\$ 17,000.00			\$ -			\$ -			\$ -			\$ -		\$ 17,000.00
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>				\$ 3,625,410.61			\$ -			\$ -			\$ -			\$ -		\$ 3,625,410.61
<b>ODCs</b>																		
				\$ 2,024.00			\$ -			\$ -			\$ -			\$ -		\$ 2,024.00
REPRODUCTION				\$ 2,024.00			\$ -			\$ -			\$ -			\$ -		\$ 2,024.00
SHIPPING				\$ 1,600.00			\$ -			\$ -			\$ -			\$ -		\$ 1,600.00
<b>TOTAL OTHER DIRECT COSTS</b>				\$ 3,624.00			\$ -			\$ -			\$ -			\$ -		\$ 3,624.00
<b>TOTAL TRAVEL</b>																		
				\$ 192,466.80			\$ 30,060.40			\$ -			\$ -			\$ -		\$ 222,527.20
<b>TOTAL ESTIMATED COST</b>																		
				\$ 9,155,783.33			\$ 1,174,962.93			\$ -			\$ -			\$ -		\$ 10,330,746.26
FEE ON NON-LABOR 5.00%				\$ 191,075.07			\$ 1,503.02			\$ -			\$ -			\$ -		\$ 192,578.09
<b>TOTAL PRICE</b>				\$ 9,346,858.40			\$ 1,176,465.95			\$ -			\$ -			\$ -		\$ 10,523,324.35



**SUBCONTRACTS, RENTALS, MATERIALS & SUPPLIES DETAIL**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

REVISED 091421

UBCONTRACTS, RENTALS, MATERIALS & SUPPLIES	Year 1 (9/21-9/22)	Year 2 (9/22-9/23)	Year 3 (9/23-9/24)	Year 4 (9/24-9/25)	Year 5 (9/25-9/26)	TOTAL
<b>SUBCONTRACTS</b>	\$ 3,608,410.61	\$-	\$ -	\$-	\$-	\$ 3,608,410.61
<b>RENTALS</b>	\$ 17,000.00	\$-	\$ -	\$-	\$-	\$ 17,000.00
<b>MATERIALS &amp; SUPPLIES - REIMBURSABLES</b>	\$ -	\$-	\$ -	\$-	\$-	\$ -
<b>TRACTS, RENTALS, MATERIALS &amp; SUPPLIES TOTAL</b>						<b>\$ 3,625,410.61</b>

**SUBCONTRACTS**

Activity Description	Description of Work	Vendor Name	Year 1 (9/21-9/22) Price	Year 2 (9/22-9/23) Price	Year 3 (9/23-9/24) Price	Year 4 (9/24-9/25) Price	Year 5 (9/25-9/26) Price	Total
Option 1 - 10 Geotechnical Boring	Geotechnical	TBD	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
Option 2 - 5 Miles LIDAR Aerial Mapping	Aerial Survey	Aerotech	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00
Design Build RFPs & Land Acquisition	Cost Estimating	EudaCorp	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
Texas Border Infrastructure Playbook	Environmental	TBD	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
Design Build RFPs & Land Acquisition	Environmental	TBD	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00
Design Build RFPs & Land Acquisition	Electrical/Comm Support	MEPCE	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00
Design Build RFPs & Land Acquisition	Real Estate/ROW Acquisition	Universal	\$ 1,232,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,232,000.00
Design Build RFPs & Land Acquisition	Real Estate Survey	TBD	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00
Project Controls - 18 months	Project Controls Tasks	Sunland	\$ 1,166,410.61	\$ -	\$ -	\$ -	\$ -	\$ 1,166,410.61
Comprehensive Plan	Communications Approach	Blanton	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Texas Border Infrastructure Playbook	Communications Plan	Blanton	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00
Design Build RFPs & Land Acquisition	Public Outreach	Blanton	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00
Procurement Assistance/RFIs/Contractor Award	Bid Reviews	EudaCorp	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
<b>TOTAL SUBCONTRACTS</b>			<b>\$ 3,608,410.61</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,608,410.61</b>

**RENTALS**

Activity Description	Description	Vendor Name	Unit Price	UM	Year 1 (9/21-9/22)		Year 2 (9/22-9/23)		Year 3 (9/23-9/24)		Year 4 (9/24-9/25)		Year 5 (9/25-9/26)		Total
					Quantity	Subtotal	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Program Kickoff/Vision and Partnering	Conference Room & Tech	TBD	\$2,500.00	Day	2	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 5,000.00
Procurement Assistance/RFIs/Contractor Award	Conference Room & Tech	TBD	\$3,000.00	Day	4	\$ 12,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 12,000.00
<b>TOTAL RENTALS</b>						<b>\$ 17,000.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ 17,000.00</b>



**OTHER DIRECT COSTS DETAIL**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

REVISED 091421

OTHER DIRECT COSTS	Year 1 (9/21-9/22)	Year 2 (9/22-9/23)	Year 3 (9/23-9/24)	Year 4 (9/24-9/25)	Year 5 (9/25-9/26)	TOTAL
REPRODUCTION	\$2,024.00	\$-	\$-	\$ -	\$ -	\$2,024.00
SHIPPING	\$1,600.00	\$-	\$-	\$ -	\$ -	\$1,600.00
<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$3,624.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$3,624.00</b>

**REPRODUCTION**

Activity Description	Identification	Description of Cost	Unit Price	UM	Year 1 (9/21-9/22)		Year 2 (9/22-9/23)		Year 3 (9/23-9/24)		Year 4 (9/24-9/25)		Year 5 (9/25-9/26)		Total
					Quantity	Subtotal	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Program Management Plan	Doucment	Color 8.5x11	\$ 0.22	sheets	600	\$ 132.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 132.00
Comprehensive Plan	Doucment	Color 8.5x11	\$ 0.22	sheets	800	\$ 176.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 176.00
Texas Border Infrastructure Playbook	Doucment	Color 8.5x11	\$ 0.22	sheets	1,000	\$ 220.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 220.00
Design Build RFPs & Land Acquisition	Doucment	BW 8.5x11	\$ 0.18	sheets	4,000	\$ 720.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 720.00
Design Build RFPs & Land Acquisition	Doucment	Color 8.5x11	\$ 0.22	sheets	800	\$ 176.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 176.00
Design Build RFPs & Land Acquisition	Schematic	11x17	\$ 1.00	sheets	600	\$ 600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 600.00
<b>TOTAL REPRODUCTION</b>						<b>\$ 2,024.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ 2,024.00</b>

**OTHER DIRECT COSTS DETAIL**

Task Order: TFC Texas Border Infrastructure Program  
 Project: Core Team, Project Controls, Early Activities, Texas Border

REVISED 091421

OTHER DIRECT COSTS	Year 1 (9/21-9/22)	Year 2 (9/22-9/23)	Year 3 (9/23-9/24)	Year 4 (9/24-9/25)	Year 5 (9/25-9/26)	TOTAL
REPRODUCTION	\$2,024.00	\$-	\$-	\$ -	\$ -	\$2,024.00
SHIPPING	\$1,600.00	\$-	\$-	\$ -	\$ -	\$1,600.00
<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$3,624.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$3,624.00</b>

**SHIPPING**

Activity Description	Vendor Name	Description of Cost	Unit Price	UM	Year 1 (9/21-9/22)		Year 2 (9/22-9/23)		Year 3 (9/23-9/24)		Year 4 (9/24-9/25)		Year 5 (9/25-9/26)		Total
					Quantity	Subtotal	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Program Management Plan	FEDEX	Next Day Shipping	\$ 50.00	LS	4	\$ 200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 200.00
Comprehensive Plan	FEDEX	Next Day Shipping	\$ 50.00	LS	8	\$ 400.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 400.00
Texas Border Infrastructure Playbook	FEDEX	Next Day Shipping	\$ 50.00	LS	8	\$ 400.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 400.00
Design Build RFPs & Land Acquisition	FEDEX	Next Day Shipping	\$ 50.00	LS	12	\$ 600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 600.00
<b>TOTAL SHIPPING</b>						<b>\$ 1,600.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,600.00</b>

**TRAVEL DETAIL**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

REVISED 091421

TRAVEL SUMMARY	Airfare	Per Diem	Rental Car	Other	Mileage	TOTAL
Year 1 (9/21-9/22)	\$81,160.00	\$82,398.40	\$14,150.00	\$11,320.00	\$3,438.40	\$192,466.80
Year 2 (9/22-9/23)	\$14,310.00	\$11,474.40	\$ 1,700.00	\$ 1,680.00	\$ 896.00	\$ 30,060.40
<b>TRAVEL TOTAL</b>	<b>\$95,470.00</b>	<b>\$93,872.80</b>	<b>\$15,850.00</b>	<b>\$13,000.00</b>	<b>\$4,334.40</b>	<b>\$222,527.20</b>

**Year 1 (9/21-9/22)**

Activity Description	To-From	# of People	# of Days	# of Trips	Airfare		Per Diem Rate			Rental Car		Parking/Gas/Other		Mileage			L/T Assign?	
					Total		M&I	Lodging	Total	Rate	Total	Rate	Total	Miles	Rate	Total	Y/N	Total
Core Team - 18 months	DAL-AUS	3	2	16	\$375.00	\$18,000.00	\$61.00	\$181.70	\$13,113.60	\$50.00	\$ 2,400.00	\$20.00	\$ 1,920.00	40	\$0.560	\$1,075.20	N	\$ 36,508.80
Core Team - 18 months	HOU-AUS	2	2	12	\$380.00	\$ 9,120.00	\$61.00	\$181.70	\$ 6,556.80	\$50.00	\$ 1,200.00	\$20.00	\$ 960.00	40	\$0.560	\$ 537.60	N	\$ 18,374.40
Core Team - 18 months	Mileage	2	2	3		\$ -	\$61.00	\$181.70	\$ 1,639.20	\$50.00	\$ 300.00	\$20.00	\$ 240.00	500	\$0.560	\$1,680.00	N	\$ 3,859.20
Program Kickoff/Vision and Partnering	DAL-AUS	4	2	1	\$375.00	\$ 1,500.00	\$61.00	\$181.70	\$ 1,092.80	\$50.00	\$ 200.00	\$20.00	\$ 160.00	40	\$0.560	\$ 89.60	N	\$ 3,042.40
Program Kickoff/Vision and Partnering	HOU-AUS	3	2	1	\$380.00	\$ 1,140.00	\$61.00	\$181.70	\$ 819.60	\$50.00	\$ 150.00	\$20.00	\$ 120.00	100	\$0.560	\$ 56.00	N	\$ 2,285.60
Project Controls - 18 months	HOU-AUS	4	2	5	\$380.00	\$ 7,600.00	\$61.00	\$181.70	\$ 5,464.00	\$50.00	\$ 1,000.00	\$20.00	\$ 800.00		\$0.560	\$ -	N	\$ 14,864.00
Comprehensive Plan	DAL-AUS	8	5	2	\$375.00	\$ 6,000.00	\$61.00	\$181.70	\$16,020.80	\$50.00	\$ 2,000.00	\$20.00	\$ 1,600.00		\$0.560	\$ -	N	\$ 25,620.80
Texas Border Infrastructure Playbook	DAL-AUS	8	3	2	\$375.00	\$ 6,000.00	\$61.00	\$181.70	\$ 8,254.40	\$50.00	\$ 1,200.00	\$20.00	\$ 960.00		\$0.560	\$ -	N	\$ 16,414.40
Design Build RFPs & Land Acquisition	DAL-MFE	6	5	2	\$550.00	\$ 6,600.00	\$55.00	\$110.40	\$ 8,269.20	\$50.00	\$ 1,500.00	\$20.00	\$ 1,200.00		\$0.560	\$ -	N	\$ 17,569.20
Design Build RFPs & Land Acquisition	DAL-LRD	6	5	2	\$510.00	\$ 6,120.00	\$55.00	\$110.40	\$ 8,269.20	\$50.00	\$ 1,500.00	\$20.00	\$ 1,200.00		\$0.560	\$ -	N	\$ 17,089.20
Procurement Assistance/RFIs/Contractor Award	DAL-MFE	6	3	3	\$550.00	\$ 9,900.00	\$55.00	\$110.40	\$ 6,449.40	\$50.00	\$ 1,350.00	\$20.00	\$ 1,080.00		\$0.560	\$ -	N	\$ 18,779.40
Procurement Assistance/RFIs/Contractor Award	DAL-LRD	6	3	3	\$510.00	\$ 9,180.00	\$55.00	\$110.40	\$ 6,449.40	\$50.00	\$ 1,350.00	\$20.00	\$ 1,080.00		\$0.560	\$ -	N	\$ 18,059.40
<b>TOTAL TRAVEL</b>		<b>58</b>	<b>36</b>	<b>52</b>	<b>\$81,160.00</b>			<b>\$82,398.40</b>		<b>\$14,150.00</b>		<b>\$11,320.00</b>		<b>\$3,438.40</b>				<b>\$192,466.80</b>

**Year 2 (9/22-9/23)**

Activity Description	To-From	# of People	# of Days	# of Trips	Airfare		Per Diem Rate			Rental Car		Parking/Gas/Other		Mileage			L/T Assign?	
					Total		M&I	Lodging	Total	Rate	Total	Rate	Total	Miles	Rate	Total	Y/N	Total
Core Team - 18 months	DAL-AUS	3	2	8	\$375.00	\$ 9,000.00	\$61.00	\$181.70	\$ 6,556.80	\$50.00	\$ 800.00	\$20.00	\$ 960.00	40	\$0.560	\$ 179.20	N	\$ 17,496.00
Core Team - 18 months	HOU-AUS	2	2	6	\$380.00	\$ 4,560.00	\$61.00	\$181.70	\$ 3,278.40	\$50.00	\$ 600.00	\$20.00	\$ 480.00	40	\$0.560	\$ 134.40	N	\$ 9,052.80
Core Team - 18 months	Mileage	2	2	2		\$ -	\$61.00	\$181.70	\$ 1,092.80	\$50.00	\$ 200.00	\$20.00	\$ 160.00	500	\$0.560	\$ 560.00	N	\$ 2,012.80
Project Controls - 18 months	HOU-AUS	2	2	1	\$375.00	\$ 750.00	\$61.00	\$181.70	\$ 546.40	\$50.00	\$ 100.00	\$20.00	\$ 80.00	40	\$0.560	\$ 22.40	N	\$ 1,498.80
<b>TOTAL TRAVEL</b>		<b>9</b>	<b>8</b>	<b>17</b>	<b>\$14,310.00</b>			<b>\$11,474.40</b>		<b>\$ 1,700.00</b>		<b>\$ 1,680.00</b>		<b>\$ 896.00</b>				<b>\$ 30,060.40</b>

**TASK DETAIL**    **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Core Team - 18 months

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
		HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
<b>Kent</b>	JV Principal	225	\$276.26	\$ 62,158.78	225	\$281.79	\$ 63,401.96	0	\$287.42	\$ -	0	\$293.17	\$ -	0	\$299.03	\$ -	450	\$ 125,560.74
<b>Trimble</b>	Project Executive	2080	\$240.47	\$ 500,182.40	1040	\$245.28	\$ 255,093.03	0	\$250.19	\$ -	0	\$255.19	\$ -	0	\$260.29	\$ -	3120	\$ 755,275.43
<b>Riera</b>	Project Director	2080	\$226.77	\$ 471,679.68	1040	\$231.30	\$ 240,556.64	0	\$235.93	\$ -	0	\$240.65	\$ -	0	\$245.46	\$ -	3120	\$ 712,236.32
<b>Sims</b>	Construction Manager	1680	\$202.90	\$ 340,879.32	1040	\$206.96	\$ 215,240.94	0	\$211.10	\$ -	0	\$215.32	\$ -	0	\$219.63	\$ -	2720	\$ 556,120.26
<b>Berumen</b>	Administrative	2080	\$87.13	\$ 181,237.36	1040	\$88.88	\$ 92,431.05	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	3120	\$ 273,668.42
<b>Rogers</b>	Quality Manager	100	\$249.58	\$ 24,958.00	80	\$254.57	\$ 20,365.73	0	\$259.66	\$ -	0	\$264.86	\$ -	0	\$270.15	\$ -	180	\$ 45,323.73
<b>Davis</b>	Project Controls Manager	2080	\$144.92	\$ 301,433.60	1040	\$147.82	\$ 153,731.14	0	\$150.77	\$ -	0	\$153.79	\$ -	0	\$156.87	\$ -	3120	\$ 455,164.74
	Labor (At Office)	10325		\$1,882,529.15	5505		\$1,040,820.48	0		\$ -	0		\$ -	0		\$ -	15830	\$2,923,349.63
	Fee on Labor		10.00%	\$ 188,252.91		10.00%	\$ 104,082.05		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 292,334.96
	Total At Office Labor	10325		\$2,070,782.06	5505		\$1,144,902.53	0		\$ -	0		\$ -	0		\$ -	15830	\$3,215,684.59
<b>TOTAL ESTIMATED DIRECT LABOR</b>		<b>10325</b>		<b>\$2,070,782.06</b>	<b>5505</b>		<b>\$1,144,902.53</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>		<b>\$ -</b>	<b>15830</b>	<b>\$3,215,684.59</b>
<b>TOTAL TRAVEL</b>				<b>\$ 58,742.40</b>			<b>\$ 28,561.60</b>			<b>\$ -</b>			<b>\$ -</b>			<b>\$ -</b>		<b>\$ 87,304.00</b>
<b>TOTAL ESTIMATED COST</b>				<b>\$2,129,524.46</b>			<b>\$1,173,464.13</b>			<b>\$ -</b>			<b>\$ -</b>			<b>\$ -</b>		<b>\$3,302,988.59</b>
<b>FEE ON NON-LABOR</b> 5.00%				<b>\$ 2,937.12</b>			<b>\$ 1,428.08</b>			<b>\$ -</b>			<b>\$ -</b>			<b>\$ -</b>		<b>\$ 4,365.20</b>
<b>TOTAL PRICE</b>				<b>\$2,132,461.58</b>			<b>\$1,174,892.21</b>			<b>\$ -</b>			<b>\$ -</b>			<b>\$ -</b>		<b>\$3,307,353.79</b>



**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Program Management Plan

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY		HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
	JV Principal	20	\$276.26	\$ 5,525.23	0	\$281.79	\$ -	0	\$287.42	\$ -	0	\$293.17	\$ -	0	\$299.03	\$ -	20	\$ 5,525.23
	Senior Project Manager	40	\$210.04	\$ 8,401.47	0	\$214.24	\$ -	0	\$218.52	\$ -	0	\$222.89	\$ -	0	\$227.35	\$ -	40	\$ 8,401.47
	Project Manager	40	\$188.12	\$ 7,524.98	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	40	\$ 7,524.98
	Civil Support Sr	20	\$186.23	\$ 3,724.52	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	20	\$ 3,724.52
	Planning Sr	20	\$176.41	\$ 3,528.18	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	20	\$ 3,528.18
	Estimator	40	\$166.62	\$ 6,664.77	0	\$169.95	\$ -	0	\$173.35	\$ -	0	\$176.82	\$ -	0	\$180.35	\$ -	40	\$ 6,664.77
	Administrative	40	\$87.13	\$ 3,485.33	0	\$88.88	\$ -	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	40	\$ 3,485.33
	Scheduler	20	\$145.90	\$ 2,918.00	0	\$148.82	\$ -	0	\$151.79	\$ -	0	\$154.83	\$ -	0	\$157.93	\$ -	20	\$ 2,918.00
	Labor (At Office)	240		\$41,772.48	0		\$ -	0		\$ -	0		\$ -	0		\$ -	240	\$41,772.48
	Fee on Labor		10.00%	\$ 4,177.25		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 4,177.25
	Total At Office Labor	240		\$45,949.73	0		\$ -	0		\$ -	0		\$ -	0		\$ -	240	\$45,949.73
<b>TOTAL ESTIMATED DIRECT LABOR</b>		<b>240</b>		<b>\$45,949.73</b>	<b>0</b>		<b>\$ -</b>	<b>240</b>	<b>\$45,949.73</b>									
<b>ODCs</b>																		
REPRODUCTION				\$ 132.00			\$ -			\$ -			\$ -			\$ -		\$ 132.00
SHIPPING				\$ 200.00			\$ -			\$ -			\$ -			\$ -		\$ 200.00
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$ 332.00</b>			<b>\$ -</b>		<b>\$ 332.00</b>									
<b>TOTAL ESTIMATED COST</b>				<b>\$46,281.73</b>			<b>\$ -</b>		<b>\$46,281.73</b>									
<b>FEE ON NON-LABOR</b>		<b>5.00%</b>		<b>\$ 16.60</b>			<b>\$ -</b>		<b>\$ 16.60</b>									
<b>TOTAL PRICE</b>				<b>\$46,298.33</b>			<b>\$ -</b>		<b>\$46,298.33</b>									



**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Program Kickoff/Vision and Partnering

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY		HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
JV Principal		20	\$276.26	\$ 5,525.23	0	\$281.79	\$ -	0	\$287.42	\$ -	0	\$293.17	\$ -	0	\$299.03	\$ -	20	\$ 5,525.23
Senior Project Manager		40	\$210.04	\$ 8,401.47	0	\$214.24	\$ -	0	\$218.52	\$ -	0	\$222.89	\$ -	0	\$227.35	\$ -	40	\$ 8,401.47
Project Manager		40	\$188.12	\$ 7,524.98	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	40	\$ 7,524.98
Civil Support Sr		20	\$186.23	\$ 3,724.52	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	20	\$ 3,724.52
Structural Support Sr		20	\$208.65	\$ 4,173.07	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	20	\$ 4,173.07
Planning Sr		40	\$176.41	\$ 7,056.36	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	40	\$ 7,056.36
	Labor (At Office)	180		\$ 36,405.63	0		\$ -	0		\$ -	0		\$ -	0		\$ -	180	\$ 36,405.63
	Fee on Labor		10.00%	\$ 3,640.56		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 3,640.56
	Total At Office Labor	180		\$ 40,046.19	0		\$ -	0		\$ -	0		\$ -	0		\$ -	180	\$ 40,046.19
<b>TOTAL ESTIMATED DIRECT LABOR</b>		<b>180</b>		<b>\$ 40,046.19</b>	<b>0</b>		<b>\$ -</b>	<b>180</b>	<b>\$ 40,046.19</b>									
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>																		
RENTALS				\$ 5,000.00			\$ -			\$ -			\$ -			\$ -		\$ 5,000.00
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>				<b>\$ 5,000.00</b>			<b>\$ -</b>		<b>\$ 5,000</b>									
<b>TOTAL TRAVEL</b>																		
				\$ 5,328.00			\$ -			\$ -			\$ -			\$ -		\$ 5,328.00
<b>TOTAL ESTIMATED COST</b>																		
				\$ 50,374.19			\$ -			\$ -			\$ -			\$ -		\$ 50,374.19
	FEE ON NON-LABOR	5.00%		\$ 516.40			\$ -			\$ -			\$ -			\$ -		\$ 516.40
<b>TOTAL PRICE</b>				<b>\$ 50,890.59</b>			<b>\$ -</b>		<b>\$ 50,890.59</b>									



**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Project Controls - 18 months

SUBCONTRACTS, RENTALS, MATERIALS	Year 1 (9/21-9/22)	Year 2 (9/22-9/23)	Year 3 (9/23-9/24)	Year 4 (9/24-9/25)	Year 5 (9/25-9/26)	TOTAL
SUBCONTRACTS	\$1,166,410.61	\$ -	\$ -	\$ -	\$ -	\$1,166,410.61
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>	<b>\$1,166,410.61</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$1,166,411</b>
<b>TOTAL TRAVEL</b>	<b>\$ 14,864.00</b>	<b>\$1,498.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,362.80</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$1,181,274.61</b>	<b>\$1,498.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$1,182,773.41</b>
<b>FEE ON NON-LABOR</b> 5.00%	<b>\$ 59,063.73</b>	<b>\$ 74.94</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,116.00</b>
<b>TOTAL PRICE</b>	<b>\$1,240,338.34</b>	<b>\$1,573.74</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$1,251,889.41</b>

**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Comprehensive Plan

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY		HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
	Project Manager	200	\$188.12	\$ 37,624.90	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	200	\$ 37,624.90
	Civil Support Sr	200	\$186.23	\$ 37,245.23	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	200	\$ 37,245.23
	Civil Support	160	\$122.96	\$ 19,673.21	0	\$125.42	\$ -	0	\$127.93	\$ -	0	\$130.48	\$ -	0	\$133.09	\$ -	160	\$ 19,673.21
	Structural Support Sr	100	\$208.65	\$ 20,865.36	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	100	\$ 20,865.36
	Structural Support	80	\$126.84	\$ 10,146.85	0	\$129.37	\$ -	0	\$131.96	\$ -	0	\$134.60	\$ -	0	\$137.29	\$ -	80	\$ 10,146.85
	Electrical Support Sr	20	\$174.38	\$ 3,487.50	0	\$177.86	\$ -	0	\$181.42	\$ -	0	\$185.05	\$ -	0	\$188.75	\$ -	20	\$ 3,487.50
	Electrical Support	40	\$119.40	\$ 4,776.20	0	\$121.79	\$ -	0	\$124.23	\$ -	0	\$126.71	\$ -	0	\$129.25	\$ -	40	\$ 4,776.20
	Environmental Support Sr	40	\$162.20	\$ 6,487.95	0	\$165.44	\$ -	0	\$168.75	\$ -	0	\$172.13	\$ -	0	\$175.57	\$ -	40	\$ 6,487.95
	Environmental Support	60	\$109.29	\$ 6,557.37	0	\$111.48	\$ -	0	\$113.70	\$ -	0	\$115.98	\$ -	0	\$118.30	\$ -	60	\$ 6,557.37
	Planning Sr	200	\$176.41	\$ 35,281.82	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	200	\$ 35,281.82
	Planning	100	\$112.87	\$ 11,286.93	0	\$115.13	\$ -	0	\$117.43	\$ -	0	\$119.78	\$ -	0	\$122.17	\$ -	100	\$ 11,286.93
	Technical Support Sr	160	\$118.94	\$ 19,031.03	0	\$121.32	\$ -	0	\$123.75	\$ -	0	\$126.22	\$ -	0	\$128.75	\$ -	160	\$ 19,031.03
	GIS	200	\$145.25	\$ 29,049.87	0	\$148.15	\$ -	0	\$151.12	\$ -	0	\$154.14	\$ -	0	\$157.22	\$ -	200	\$ 29,049.87
	Estimator	100	\$166.62	\$ 16,661.91	0	\$169.95	\$ -	0	\$173.35	\$ -	0	\$176.82	\$ -	0	\$180.35	\$ -	100	\$ 16,661.91
	Administrative	80	\$87.13	\$ 6,970.67	0	\$88.88	\$ -	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	80	\$ 6,970.67
	Labor (At Office)	1740		\$265,146.80	0		\$ -	0		\$ -	0		\$ -	0		\$ -	1740	\$265,146.80
	Fringe		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		\$ -
	At Office G&A		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		\$ -
	Fee on Labor		10.00%	\$ 26,514.68		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 26,514.68
	Total At Office Labor	1740		\$291,661.48	0		\$ -	0		\$ -	0		\$ -	0		\$ -	1740	\$291,661.48
<b>TOTAL ESTIMATED DIRECT LABOR</b>		<b>1740</b>		<b>\$291,661.48</b>	<b>0</b>		<b>\$ -</b>	<b>1740</b>	<b>\$291,661.48</b>									
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>																		
SUBCONTRACTS				\$ 40,000.00			\$ -			\$ -			\$ -			\$ -		\$ 40,000.00
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>				<b>\$ 40,000.00</b>			<b>\$ -</b>		<b>\$40,000</b>									
<b>ODCs</b>																		
REPRODUCTION				\$ 176.00			\$ -			\$ -			\$ -			\$ -		\$ 176.00
SHIPPING				\$ 400.00			\$ -			\$ -			\$ -			\$ -		\$ 400.00
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$ 576.00</b>			<b>\$ -</b>		<b>\$ 576.00</b>									
<b>TOTAL TRAVEL</b>				<b>\$ 25,620.80</b>			<b>\$ -</b>		<b>\$ 25,620.80</b>									
<b>TOTAL ESTIMATED COST</b>				<b>\$357,858.28</b>			<b>\$ -</b>		<b>\$357,858.28</b>									
<b>FEE ON NON-LABOR</b> 5.00%				<b>\$ 3,309.84</b>			<b>\$ -</b>		<b>\$ 3,309.84</b>									
<b>TOTAL PRICE</b>				<b>\$361,168.12</b>			<b>\$ -</b>		<b>\$361,168.12</b>									



**TASK DETAIL**      **REVISED 091421**

**Task Order: TFC Texas Border Infrastructure Program**

**Project: Core Team, Project Controls, Early Activities, Texas Border**

**Task: Texas Border Infrastructure Playbook**

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY		HRS	CONTRAC T RATE	AMOUNT	HRS	CONTRAC T RATE	AMOUNT	HRS	CONTRAC T RATE	AMOUNT	HRS	CONTRAC T RATE	AMOUNT	HRS	CONTRAC T RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
	Senior Project Manager	600	\$210.04	\$ 126,021.99	0	\$214.24	\$ -	0	\$218.52	\$ -	0	\$222.89	\$ -	0	\$227.35	\$ -	600	\$ 126,021.99
	Project Manager	300	\$188.12	\$ 56,437.35	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	300	\$ 56,437.35
	Civil Support Sr	300	\$186.23	\$ 55,867.85	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	300	\$ 55,867.85
	Civil Support	400	\$122.96	\$ 49,183.02	0	\$125.42	\$ -	0	\$127.93	\$ -	0	\$130.48	\$ -	0	\$133.09	\$ -	400	\$ 49,183.02
	Structural Support Sr	200	\$208.65	\$ 41,730.72	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	200	\$ 41,730.72
	Structural Support	300	\$126.84	\$ 38,050.67	0	\$129.37	\$ -	0	\$131.96	\$ -	0	\$134.60	\$ -	0	\$137.29	\$ -	300	\$ 38,050.67
	Electrical Support Sr	100	\$174.38	\$ 17,437.52	0	\$177.86	\$ -	0	\$181.42	\$ -	0	\$185.05	\$ -	0	\$188.75	\$ -	100	\$ 17,437.52
	Electrical Support	200	\$119.40	\$ 23,880.99	0	\$121.79	\$ -	0	\$124.23	\$ -	0	\$126.71	\$ -	0	\$129.25	\$ -	200	\$ 23,880.99
	Geotechnical Support Sr	80	\$162.88	\$ 13,030.14	0	\$166.13	\$ -	0	\$169.46	\$ -	0	\$172.85	\$ -	0	\$176.30	\$ -	80	\$ 13,030.14
	Geotechnical Support	100	\$103.21	\$ 10,321.49	0	\$105.28	\$ -	0	\$107.38	\$ -	0	\$109.53	\$ -	0	\$111.72	\$ -	100	\$ 10,321.49
	Environmental Support Sr	200	\$162.20	\$ 32,439.75	0	\$165.44	\$ -	0	\$168.75	\$ -	0	\$172.13	\$ -	0	\$175.57	\$ -	200	\$ 32,439.75
	Environmental Support	300	\$109.29	\$ 32,786.87	0	\$111.48	\$ -	0	\$113.70	\$ -	0	\$115.98	\$ -	0	\$118.30	\$ -	300	\$ 32,786.87
	Planning Sr	400	\$176.41	\$ 70,563.64	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	400	\$ 70,563.64
	Planning	500	\$112.87	\$ 56,434.64	0	\$115.13	\$ -	0	\$117.43	\$ -	0	\$119.78	\$ -	0	\$122.17	\$ -	500	\$ 56,434.64
	Survey Sr	40	\$139.39	\$ 5,575.67	0	\$142.18	\$ -	0	\$145.02	\$ -	0	\$147.92	\$ -	0	\$150.88	\$ -	40	\$ 5,575.67
	Technical Support Sr	300	\$118.94	\$ 35,683.18	0	\$121.32	\$ -	0	\$123.75	\$ -	0	\$126.22	\$ -	0	\$128.75	\$ -	300	\$ 35,683.18
	Technical Support	400	\$97.98	\$ 39,192.38	0	\$99.94	\$ -	0	\$101.94	\$ -	0	\$103.98	\$ -	0	\$106.06	\$ -	400	\$ 39,192.38
	GIS	300	\$145.25	\$ 43,574.81	0	\$148.15	\$ -	0	\$151.12	\$ -	0	\$154.14	\$ -	0	\$157.22	\$ -	300	\$ 43,574.81
	Estimator	200	\$166.62	\$ 33,323.83	0	\$169.95	\$ -	0	\$173.35	\$ -	0	\$176.82	\$ -	0	\$180.35	\$ -	200	\$ 33,323.83
	Administrative	200	\$87.13	\$ 17,426.67	0	\$88.88	\$ -	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	200	\$ 17,426.67
	Scheduler	100	\$145.90	\$ 14,590.02	0	\$148.82	\$ -	0	\$151.79	\$ -	0	\$154.83	\$ -	0	\$157.93	\$ -	100	\$ 14,590.02
	Labor (At Office)	5520		\$ 813,553.19	0		\$ -	0		\$ -	0		\$ -	0		\$ -	5520	\$ 813,553.19
	Fringe		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		\$ -
	At Office G&A		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		\$ -
	Fee on Labor		10.00%	\$ 81,355.32		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 81,355.32
	Total At Office Labor	5520		\$ 894,908.51	0		\$ -	0		\$ -	0		\$ -	0		\$ -	5520	\$ 894,908.51
<b>TOTAL ESTIMATED DIRECT LABOR</b>		<b>5520</b>		<b>\$ 894,908.51</b>	<b>0</b>		<b>\$ -</b>	<b>5520</b>	<b>\$ 894,908.51</b>									
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>		<b>Year 1 (9/21-9/22)</b>			<b>Year 2 (9/22-9/23)</b>			<b>Year 3 (9/23-9/24)</b>			<b>Year 4 (9/24-9/25)</b>			<b>Year 5 (9/25-9/26)</b>			<b>TOTAL</b>	
SUBCONTRACTS				\$ 170,000.00			\$ -			\$ -			\$ -			\$ -		\$ 170,000.00
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>				<b>\$ 170,000.00</b>			<b>\$ -</b>		<b>\$ 170,000.00</b>									
<b>ODCs</b>		<b>Year 1 (9/21-9/22)</b>			<b>Year 2 (9/22-9/23)</b>			<b>Year 3 (9/23-9/24)</b>			<b>Year 4 (9/24-9/25)</b>			<b>Year 5 (9/25-9/26)</b>			<b>TOTAL</b>	
REPRODUCTION				\$ 220.00			\$ -			\$ -			\$ -			\$ -		\$ 220.00
SHIPPING				\$ 400.00			\$ -			\$ -			\$ -			\$ -		\$ 400.00
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$ 620.00</b>			<b>\$ -</b>		<b>\$ 620.00</b>									
<b>TOTAL TRAVEL</b>				<b>\$ 16,414.40</b>			<b>\$ -</b>		<b>\$ 16,414.40</b>									
<b>TOTAL ESTIMATED COST</b>				<b>\$ 1,081,942.91</b>			<b>\$ -</b>		<b>\$ 1,081,942.91</b>									
<b>FEE ON NON-LABOR</b> 5.00%				<b>\$ 9,351.72</b>			<b>\$ -</b>		<b>\$ 9,351.72</b>									
<b>TOTAL PRICE</b>				<b>\$ 1,091,294.63</b>			<b>\$ -</b>		<b>\$ 1,091,294.63</b>									



**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Design Build RFPs & Land Acquisition

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY		HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
	Senior Project Manager	700	\$210.04	\$ 147,025.66	0	\$214.24	\$ -	0	\$218.52	\$ -	0	\$222.89	\$ -	0	\$227.35	\$ -	700	\$ 147,025.66
	Project Manager	700	\$188.12	\$ 131,687.15	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	700	\$ 131,687.15
	Civil Support Sr	1000	\$186.23	\$ 186,226.17	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	1000	\$ 186,226.17
	Civil Support	1000	\$122.96	\$ 122,957.55	0	\$125.42	\$ -	0	\$127.93	\$ -	0	\$130.48	\$ -	0	\$133.09	\$ -	1000	\$ 122,957.55
	Structural Support Sr	600	\$208.65	\$ 125,192.15	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	600	\$ 125,192.15
	Structural Support	500	\$126.84	\$ 63,417.78	0	\$129.37	\$ -	0	\$131.96	\$ -	0	\$134.60	\$ -	0	\$137.29	\$ -	500	\$ 63,417.78
	Electrical Support Sr	150	\$174.38	\$ 26,156.28	0	\$177.86	\$ -	0	\$181.42	\$ -	0	\$185.05	\$ -	0	\$188.75	\$ -	150	\$ 26,156.28
	Electrical Support	200	\$119.40	\$ 23,880.99	0	\$121.79	\$ -	0	\$124.23	\$ -	0	\$126.71	\$ -	0	\$129.25	\$ -	200	\$ 23,880.99
	Mechanical Support Sr	80	\$171.72	\$ 13,737.40	0	\$175.15	\$ -	0	\$178.65	\$ -	0	\$182.23	\$ -	0	\$185.87	\$ -	80	\$ 13,737.40
	Mechanical Support	120	\$115.61	\$ 13,873.00	0	\$117.92	\$ -	0	\$120.28	\$ -	0	\$122.68	\$ -	0	\$125.14	\$ -	120	\$ 13,873.00
	Geotechnical Support Sr	300	\$162.88	\$ 48,863.01	0	\$166.13	\$ -	0	\$169.46	\$ -	0	\$172.85	\$ -	0	\$176.30	\$ -	300	\$ 48,863.01
	Geotechnical Support	400	\$103.21	\$ 41,285.97	0	\$105.28	\$ -	0	\$107.38	\$ -	0	\$109.53	\$ -	0	\$111.72	\$ -	400	\$ 41,285.97
	Environmental Support Sr	500	\$162.20	\$ 81,099.37	0	\$165.44	\$ -	0	\$168.75	\$ -	0	\$172.13	\$ -	0	\$175.57	\$ -	500	\$ 81,099.37
	Environmental Support	400	\$109.29	\$ 43,715.83	0	\$111.48	\$ -	0	\$113.70	\$ -	0	\$115.98	\$ -	0	\$118.30	\$ -	400	\$ 43,715.83
	Planning Sr	400	\$176.41	\$ 70,563.64	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	400	\$ 70,563.64
	Planning	300	\$112.87	\$ 33,860.78	0	\$115.13	\$ -	0	\$117.43	\$ -	0	\$119.78	\$ -	0	\$122.17	\$ -	300	\$ 33,860.78
	Technical Support Sr	1000	\$118.94	\$ 118,943.93	0	\$121.32	\$ -	0	\$123.75	\$ -	0	\$126.22	\$ -	0	\$128.75	\$ -	1000	\$ 118,943.93
	Technical Support	1000	\$97.98	\$ 97,980.95	0	\$99.94	\$ -	0	\$101.94	\$ -	0	\$103.98	\$ -	0	\$106.06	\$ -	1000	\$ 97,980.95
	GIS	300	\$145.25	\$ 43,574.81	0	\$148.15	\$ -	0	\$151.12	\$ -	0	\$154.14	\$ -	0	\$157.22	\$ -	300	\$ 43,574.81
	Estimator	20	\$166.62	\$ 3,332.38	0	\$169.95	\$ -	0	\$173.35	\$ -	0	\$176.82	\$ -	0	\$180.35	\$ -	20	\$ 3,332.38
	Administrative	700	\$87.13	\$ 60,993.34	0	\$88.88	\$ -	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	700	\$ 60,993.34
	Labor (At Office)	10370		\$1,498,368.14	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	10370	\$1,498,368.14
	Fringe		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		\$ -
	At Office G&A		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		0.00%	\$ -		\$ -
	Fee on Labor		10.00%	\$ 149,836.81		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 149,836.81
	Total At Office Labor	10370		\$1,648,204.95	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	10370	\$1,648,204.95
<b>TOTAL ESTIMATED DIRECT LABOR</b>																		
		10370		\$1,648,204.95	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	10370	\$1,648,204.95
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>																		
				\$2,082,000.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$2,082,000.00
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>				\$2,082,000.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$2,082,000.00
<b>ODCs</b>																		
				\$ 1,496.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 1,496.00
				\$ 600.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 600.00
<b>TOTAL OTHER DIRECT COSTS</b>				\$ 2,096.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 2,096.00
<b>TOTAL TRAVEL</b>				\$ 34,658.40		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 34,658.40
<b>TOTAL ESTIMATED COST</b>				\$3,766,959.35		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$3,766,959.35
<b>FEE ON NON-LABOR 5.00%</b>				\$ 105,937.72		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 105,937.72
<b>TOTAL PRICE</b>				\$3,872,897.07		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$3,872,897.07



**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Procurement Assistance/RFIs/Contractor Award

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY		HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT
<b>LABOR AT OFFICE</b>																		
	Senior Project Manager	100	\$210.04	\$ 21,003.67	0	\$214.24	\$ -	0	\$218.52	\$ -	0	\$222.89	\$ -	0	\$227.35	\$ -	100	\$ 21,003.67
	Project Manager	300	\$188.12	\$ 56,437.35	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	300	\$ 56,437.35
	Civil Support Sr	200	\$186.23	\$ 37,245.23	0	\$189.95	\$ -	0	\$193.75	\$ -	0	\$197.62	\$ -	0	\$201.58	\$ -	200	\$ 37,245.23
	Civil Support	200	\$122.96	\$ 24,591.51	0	\$125.42	\$ -	0	\$127.93	\$ -	0	\$130.48	\$ -	0	\$133.09	\$ -	200	\$ 24,591.51
	Structural Support Sr	100	\$208.65	\$ 20,865.36	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	100	\$ 20,865.36
	Structural Support	100	\$126.84	\$ 12,683.56	0	\$129.37	\$ -	0	\$131.96	\$ -	0	\$134.60	\$ -	0	\$137.29	\$ -	100	\$ 12,683.56
	Electrical Support Sr	200	\$174.38	\$ 34,875.03	0	\$177.86	\$ -	0	\$181.42	\$ -	0	\$185.05	\$ -	0	\$188.75	\$ -	200	\$ 34,875.03
	Electrical Support	80	\$119.40	\$ 9,552.40	0	\$121.79	\$ -	0	\$124.23	\$ -	0	\$126.71	\$ -	0	\$129.25	\$ -	80	\$ 9,552.40
	Mechanical Support Sr	100	\$171.72	\$ 17,171.75	0	\$175.15	\$ -	0	\$178.65	\$ -	0	\$182.23	\$ -	0	\$185.87	\$ -	100	\$ 17,171.75
	Geotechnical Support Sr	100	\$162.88	\$ 16,287.67	0	\$166.13	\$ -	0	\$169.46	\$ -	0	\$172.85	\$ -	0	\$176.30	\$ -	100	\$ 16,287.67
	Environmental Support Sr	80	\$162.20	\$ 12,975.90	0	\$165.44	\$ -	0	\$168.75	\$ -	0	\$172.13	\$ -	0	\$175.57	\$ -	80	\$ 12,975.90
	Planning Sr	80	\$176.41	\$ 14,112.73	0	\$179.94	\$ -	0	\$183.54	\$ -	0	\$187.21	\$ -	0	\$190.95	\$ -	80	\$ 14,112.73
	Planning	20	\$112.87	\$ 2,257.39	0	\$115.13	\$ -	0	\$117.43	\$ -	0	\$119.78	\$ -	0	\$122.17	\$ -	20	\$ 2,257.39
	Survey Sr	20	\$139.39	\$ 2,787.83	0	\$142.18	\$ -	0	\$145.02	\$ -	0	\$147.92	\$ -	0	\$150.88	\$ -	20	\$ 2,787.83
	Construction Inspector	40	\$114.71	\$ 4,588.53	0	\$117.01	\$ -	0	\$119.35	\$ -	0	\$121.73	\$ -	0	\$124.17	\$ -	40	\$ 4,588.53
	Administrative	100	\$87.13	\$ 8,713.33	0	\$88.88	\$ -	0	\$90.65	\$ -	0	\$92.47	\$ -	0	\$94.32	\$ -	100	\$ 8,713.33
	Labor (At Office)	1820		\$296,149.24	0		\$ -	0		\$ -	0		\$ -	0		\$ -	1820	\$296,149.24
	Fee on Labor		10.00%	\$ 29,614.92		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 29,614.92
	Total At Office Labor	1820		\$325,764.16	0		\$ -	0		\$ -	0		\$ -	0		\$ -	1820	\$325,764.16
	<b>TOTAL ESTIMATED DIRECT LABOR</b>	<b>1820</b>		<b>\$325,764.16</b>	<b>0</b>		<b>\$ -</b>	<b>1820</b>	<b>\$325,764.16</b>									
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>																		
<b>SUBCONTRACTS</b>				\$ 30,000.00			\$ -			\$ -			\$ -			\$ -		\$ 30,000.00
<b>RENTALS</b>				\$ 12,000.00			\$ -			\$ -			\$ -			\$ -		\$ 12,000.00
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>				<b>\$ 42,000.00</b>			<b>\$ -</b>		<b>\$42,000</b>									
<b>TOTAL TRAVEL</b>				<b>\$ 36,838.80</b>			<b>\$ -</b>		<b>\$ 36,838.80</b>									
<b>TOTAL ESTIMATED COST</b>				<b>\$404,602.96</b>			<b>\$ -</b>		<b>\$404,602.96</b>									
<b>FEE ON NON-LABOR</b>		<b>5.00%</b>		<b>\$ 3,941.94</b>			<b>\$ -</b>		<b>\$ 3,941.94</b>									
<b>TOTAL PRICE</b>				<b>\$408,544.90</b>			<b>\$ -</b>		<b>\$408,544.90</b>									



**TASK DETAIL**      **REVISED 091421**

Task Order: TFC Texas Border Infrastructure Program

Project: Core Team, Project Controls, Early Activities, Texas Border

Task: Option 1 - 10 Geotechnical Boring

DIRECT LABOR		Year 1 (9/21-9/22)			Year 2 (9/22-9/23)			Year 3 (9/23-9/24)			Year 4 (9/24-9/25)			Year 5 (9/25-9/26)			TOTAL	
LABOR CATEGORY	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	CONTRACT RATE	AMOUNT	HRS	AMOUNT	
<b>LABOR AT OFFICE</b>																		
Project Manager	20	\$188.12	\$ 3,762.49	0	\$191.89	\$ -	0	\$195.72	\$ -	0	\$199.64	\$ -	0	\$203.63	\$ -	20	\$ 3,762.49	
Structural Support Sr	20	\$208.65	\$ 4,173.07	0	\$212.83	\$ -	0	\$217.08	\$ -	0	\$221.42	\$ -	0	\$225.85	\$ -	20	\$ 4,173.07	
Labor (At Office)	40		\$ 7,935.56	0		\$ -	0		\$ -	0		\$ -	0		\$ -	40	\$ 7,935.56	
Fee on Labor		10.00%	\$ 793.56		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		10.00%	\$ -		\$ 793.56	
Total At Office Labor	40		\$ 8,729.12	0		\$ -	0		\$ -	0		\$ -	0		\$ -	40	\$ 8,729.12	
<b>TOTAL ESTIMATED DIRECT LABOR</b>	<b>40</b>		<b>\$ 8,729.12</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>		<b>\$ -</b>	<b>0</b>		<b>\$ -</b>	<b>40</b>	<b>\$ 8,729.12</b>	
<b>SUBCONTRACTS, RENTALS, MATERIALS</b>																		
SUBCONTRACTS			\$50,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 50,000.00	
<b>TOTAL SUBCONTRACTS, RENTALS, MATERIALS</b>			<b>\$50,000.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 50,000</b>	
<b>TOTAL ESTIMATED COST</b>			<b>\$58,729.12</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 58,729.12</b>	
<b>FEE ON NON-LABOR</b>	<b>5.00%</b>		<b>\$ 2,500.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 2,500.00</b>	
<b>TOTAL PRICE</b>			<b>\$61,229.12</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 61,229.12</b>	



**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Richard Cellon](#); [Pete Pazos](#)  
**Subject:** Minimum Prevailing Wage Rates  
**Date:** Thursday, November 4, 2021 9:16:00 AM  
**Attachments:** [TBI Prevailing Wage Rates.xlsx](#)  
[TBI Prevailing Wage Rates.pdf](#)

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This is our Minimum Prevailing Wage Rate document for the first project in Starr County.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

MINIMUM PREVAILING WAGE RATES

GENERAL DECISIONS: TX20210030 Highway\* and TX20210085 Heavy\*\*

Date: January 1, 2021

Superseded General Decision Numbers: TX20200030 Highway and TX20200085 Heavy

State: Texas

Construction Types: Highway and Heavy

Counties: Brooks, Dimmit, Duval, Jim Hogg, Kenedy, La Salle, Maverick, McMullen, Starr, Uvalde, Willacy, Zapata and Zavala Co. in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number      Publication Date  
0                              01/01/2021

\* SUTX2011-011 08/09/2011

	1 Davis Bacon Incl. Starr County		(Texas Workforce)	(Texas Workforce)	Avg. 1 and 2	Avg. 2 and 3	Legal Holiday & Overtime Rate
	Rates	Fringes	2 Lower Rio Grande WDA Entry Wage (hr)	3 Statewide Entry Wage (hr)			
CEMENT MASON/CONCRETE FINISHER **	\$ 13.00	\$ -	12.62	\$ 15.05	\$ 12.81	\$ 13.84	\$ 20.75
COMMON OR GENERAL LABORER *	\$ 10.03	\$ -	\$ 9.79	\$ 12.88	\$ 9.91	\$ 11.34	\$ 17.00
PIPE LAYER LABORER *	\$ 11.67	\$ -	\$ 9.58	\$ 14.65	\$ 10.63	\$ 12.12	\$ 18.17
BACKHOE/TRACKHOE OPERATOR **	\$ 14.00	\$ -	\$ 12.30	\$ 16.25	\$ 13.15	\$ 14.28	\$ 21.41
BULLDOZER OPERATOR **	\$ 14.25	\$ -	\$ 12.78	\$ 15.23	\$ 13.52	\$ 14.01	\$ 21.01
FRONT END LOADER OPERATOR *	\$ 13.21	\$ -	\$ 12.30	\$ 16.25	\$ 12.76	\$ 14.28	\$ 21.41
TRUCK DRIVER *	\$ 15.63	\$ -	\$ 11.94	\$ 15.47	\$ 13.79	\$ 13.71	\$ 20.68
TRUCK MOUNTED DRILL OPERATOR *	\$ 17.54	\$ -	\$ 12.30	\$ 16.25	\$ 14.92	\$ 14.28	\$ 22.38
FINE MOTOR GRADER *	\$ 17.47	\$ -	\$ 12.78	\$ 15.23	\$ 15.13	\$ 14.01	\$ 22.69
ROLLER *	\$ 12.04	\$ -	\$ 12.78	\$ 15.23	\$ 12.41	\$ 14.01	\$ 21.01
REINFORCING STEEL WORKER *	\$ 17.10	\$ -	\$ 12.43	\$ 15.32	\$ 14.77	\$ 13.88	\$ 22.15



	1 Davis Bacon Incl. Starr County Rates Fringes	2 Lower Rio Grande WDA Entry Wage (hr)	3 Statewide Entry Wage (hr)	Avg. 1 and 2	Avg. 2 and 3	Legal Holiday & Overtime Rate
FORM BUILDER (CARPENTER) *	\$ 12.82 \$ -	\$ 12.57	\$ 15.24	\$ 12.70	\$ 13.91	\$ 20.86
MINIMUM PREVAILING WAGE RATE						
* TX20210030 Highway						
** TX20210085 Heavy						

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

1 Davis Bacon Incl. Starr County	2 Lower Rio Grande WDA	3 Statewide	Avg. 1 and 2	Avg. 2 and 3	Legal Holiday & Overtime
Rates	Fringes	Entry Wage (hr)	Entry Wage (hr)		Rate

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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1 Davis Bacon Incl. Starr County	2 Lower Rio Grande WDA	3 Statewide	Avg. 1 and 2	Avg. 2 and 3	Legal Holiday & Overtime
Rates	Fringes	Entry Wage (hr)	Entry Wage (hr)		Rate

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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MINIMUM PREVAILING WAGE RATES

GENERAL DECISIONS: TX20210030 Highway\* and TX20210085 Heavy\*\*

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HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number      Publication Date

0                              01/01/2021

\* SUTX2011-011 08/09/2011

(Texas Workforce)      (Texas Workforce)

**1** Davis Bacon Incl. Starr County      **2** Lower Rio Grande WDA      **3** Statewide      Avg. **1** and **2**      Avg. **2** and **3**      Legal Holiday & Overtime Rate

Rates      Fringes      Entry Wage (hr)      Entry Wage (hr)

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51		FORM BUILDER (CARPENTER) *					\$ 12.82		\$ -	\$ 12.57	\$ 15.24	\$ 12.70	\$ 13.91	\$ 20.86	
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53		MINIMUM PREVAILING WAGE RATE													
54															
55		* TX20210030 Highway													
56		** TX20210085 Heavy													
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58		WELDERS - Receive rate prescribed for craft performing													
59		operation to which welding is incidental.													
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62		Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <a href="http://www.dol.gov/whd/govcontracts">www.dol.gov/whd/govcontracts</a> .													
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64		Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).													
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68		<p>The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).</p> <p>Union Rate Identifiers</p> <p>A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.</p> <p>Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.</p>													
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
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	<p>Union Average Rate Identifiers</p> <p>Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.</p> <p>A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.</p>														
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	<p style="text-align: center;">WAGE DETERMINATION APPEALS PROCESS</p> <p>1.) Has there been an initial decision in the matter? This can be:</p> <ul style="list-style-type: none"> <li>* an existing published wage determination</li> <li>* a survey underlying a wage determination</li> <li>* a Wage and Hour Division letter setting forth a position on a wage determination matter</li> <li>* a conformance (additional classification and rate) ruling</li> </ul> <p>On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.</p> <p>With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:</p> <p style="text-align: center;">Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210</p>														
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	<p>2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:</p> <p style="padding-left: 40px;">Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210</p> <p>The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.</p> <p>3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:</p> <p style="padding-left: 40px;">Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210</p> <p>4.) All decisions by the Administrative Review Board are final.</p> <p>-----</p>														
78															
79	END OF GENERAL DECISION														



**From:** [John Raff](#)  
**To:** [Gilbert Brindley](#); [Steven Halpin](#)  
**Subject:** Posillico Contract

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**From:** [John Raff](#)  
**To:** [Gilbert Brindley](#); [Steven Halpin](#)  
**Subject:** Posillico Contract

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+1 312 626 6799 US (Chicago)

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**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Bormann, Michael](#); [Smith, Martin](#); [Richard Cellon](#); [PPazos@broaddususa.com](mailto:PPazos@broaddususa.com); [Gilbert Brindley](#)  
**Subject:** Posillico Negotiation - Proposal

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+1 301 715 8592 US (Washington DC)

Meeting ID: 845 2220 1011

Find your local number: <https://us02web.zoom.us/j/84522201011>

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Bormann, Michael](#); [Smith, Martin](#); [Richard Cellon](#); [PPazos@broaddususa.com](mailto:PPazos@broaddususa.com); [Gilbert Brindley](#)  
**Subject:** Posillico Negotiation - Proposal

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Meeting ID: [REDACTED]

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+16699006833,,84522201011# US (San Jose)

Dial by your location

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+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (W [REDACTED])

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**From:** [John Raff](#)  
**To:** [Gilbert Brindley](#); [Bormann, Michael](#); [Martin Smith MICHAEL BAKER INTERNATIONAL](#); [Richard Cellon](#); [Pete Pazos](#)  
**Subject:** Posillico Negotiation

---

TFC FDC is inviting you to a scheduled Zoom meeting. Gil, sent this to you in case you need to forward to anyone remotely attending.

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Meeting [REDACTED]

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+12532158782,,88360230934# US (Tacoma)

Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US ( [REDACTED] )

[REDACTED] /us02web.zoom.us/j/kVZNwGM7k

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Kent, Monica](#); ["Riera, Alfonso"](#); [Mike Novak \(michael.novak@tfc.texas.gov\)](mailto:michael.novak@tfc.texas.gov); [Richard Cellon](#)  
**Subject:** Program Manager Executive Orientation

---

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Meeting ID: ██████████

Find your local number: <https://us02w> ██████████

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Kent, Monica](#); ["Riera, Alfonso"](#); [Mike Novak \(michael.novak@tfc.texas.gov\)](mailto:michael.novak@tfc.texas.gov); [Richard Cellon](#)  
**Subject:** Program Manager Executive Orientation

---

TFC FDC is inviting you to a scheduled Zoom meeting.

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Meeting ID: 840 7694 2733

Find your local number: <https://us02web.zoom.us/j/84076942733?pwd=NVYzOW5weXdhbXVROW1LcndaQ1VIUT09>

**From:** [derek.tisdell@barnard-inc.com](mailto:derek.tisdell@barnard-inc.com)  
**To:** [Rico Gamino Jr](#)  
**Subject:** Re: [CAUTION Ext.] Interview Agenda: RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Date:** Friday, October 29, 2021 9:19:22 AM

---

**External: Beware of links/attachments**

Thank you!

Thanks,  
Derek

On Oct 29, 2021, at 8:10 AM, Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)> wrote:

So sorry! I created the meeting and didn't populate the invitees. You should have the invite now.

Rico Gamino, Procurement Director  
Texas Facilities Commission  
512-936-3567

---

**From:** [derek.tisdell@barnard-inc.com](mailto:derek.tisdell@barnard-inc.com) <[derek.tisdell@barnard-inc.com](mailto:derek.tisdell@barnard-inc.com)>  
**Sent:** Friday, October 29, 2021 9:07 AM  
**To:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Subject:** Re: [CAUTION Ext.] Interview Agenda: RFQ 303-2-00365 DB for Texas Border Infrastructure

**External: Beware of links/attachments**

Mr Gamino,

We have not received a Zoom meeting invite for our 4PM interview today. Hopefully I didn't miss the invite, but if you could check and let me know the status I would appreciate it.

Thanks,  
Derek Tisdell

On Oct 26, 2021, at 2:16 PM, Rico Gamino Jr  
<[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)> wrote:

BFBC of Texas, LLC; Fisher Sand and Gravel Co.; Posillico Civil, Inc.; SLSCO; and Southwest Valley Constructors Co. are the top scoring firms and invited to interview October 28th and 29th online via Zoom.

The evaluation team will consist of 4 members:

- TFC Deputy Executive Director
- Procurement Consultant from Broaddus & Associates
- Two from TBI Project Manager Michael Baker Huitt-Zollars Joint Venture.

The interview schedule is as follows:

- October 28<sup>th</sup>
  - 1:00 PM – Fisher Sand & Gravel
  - 2:30 PM – Southwest Valley Constructors Co.
  - 4:00 PM – SLSCO
- October 29<sup>th</sup>
  - 10:00 AM – Posillico Civil, Inc.
  - 4:00 PM – BFBC of Texas, LLC

The following is expected during the interview:

- One hour is allocated for the interview.
- A short presentation (no more than 20 minutes) addressing the items in the attached agenda.
- Attendance by team members assigned to the project to represent themselves as to their relevant experience and proposed involvement in the project to address the items in the agenda.
- The remaining time will be used to further address the items requested or additional questions from the evaluation team.

Scoring of the interview will be combined with the score you received on your initial submittal. We look forward to seeing you on Thursday/Friday. Please contact me if you have any questions.

Thank you,

**Rico Gamino, CTPM, CTCM**

Procurement Director

Texas Facilities Commission

Phone: (512) 936-3567

Fax: (512) 236-6164

E-Mail: [rico.gamino@tfc.state.tx.us](mailto:rico.gamino@tfc.state.tx.us)

\*\*\*The Facilities Commission values customer service\*\*\*

Please Tell Us What You Think. To provide feedback, please go to the following Website:

<http://portal.tfc.state.tx.us/survey/>

We appreciate and value your input.

<2-00365 Interview Agenda.pdf>

**From:** [John Raff](#)  
**To:** [Trimble, Craig](#); [Rico Gamino Jr](#)  
**Cc:** [Valentine, Gene](#); [Kent, Monica](#); [Martin Smith MICHAEL BAKER INTERNATIONAL](#); [Alfonso Riera Michael Baker International](#); [Larry Risinger](#)  
**Subject:** RE: Added Land Terminology  
**Date:** Thursday, November 11, 2021 9:09:00 AM

---

Let's call them "Alternates". I plan to include "Allowances" in the compensation section of the contract that will be negotiated to "Stipulated Sums" for the alternates in a future \$0 amendment to the contract. This way I can avoid having to go back to Commission.

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** Trimble, Craig <ctrimble@Huitt-Zollars.com>  
**Sent:** Thursday, November 11, 2021 9:03 AM  
**To:** John Raff <John.Raff@tfc.texas.gov>; Rico Gamino Jr <Rico.Gamino@tfc.texas.gov>  
**Cc:** Valentine, Gene <gvalentine@Huitt-Zollars.com>; Kent, Monica <mkent@Huitt-Zollars.com>; Martin Smith MICHAEL BAKER INTERNATIONAL <martin.smith@mbakerintl.com>; Alfonso Riera Michael Baker International <ARiera@mbakerintl.com>; Larry Risinger <lrisinger@ufsrw.com>  
**Subject:** Added Land Terminology

**External: Beware of links/attachments**

JOHN / RICO; What is the proper term TFC will use for added Land Parcels we will put as potential "options" in the DB RFP?

Craig Trimble, AIA, NCARB  
**HUITT-ZOLLARS, INC.**  
Vice President  
214.914.2394



500 West 7th Street | Suite 300 | Fort Worth TX 76102-4728  
817.335.3000  
[ctrimble@Huitt-Zollars.com](mailto:ctrimble@Huitt-Zollars.com)  
[www.huitt-zollars.com](http://www.huitt-zollars.com)



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**From:** [James Broaddus](#)  
**To:** [John Raff](#); [Scot Sanders](#)  
**Cc:** [Martin Blair](#); [Scott Broaddus](#)  
**Subject:** RE: Broaddus Consultant Agreement - merged edits  
**Date:** Monday, August 30, 2021 10:01:33 PM

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## External: Beware of links/attachments

I will send back tomorrow morning.

Thank ,  
Jim

### **James A. Broaddus, Ph.D., P.E.**

President  
Broaddus & Associates  
Office: 512.347.3651  
Cell: 512.657.7602  
[BroaddusUSA.com](http://BroaddusUSA.com)

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---

**From:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>  
**Sent:** Monday, August 30, 2021 1:15 PM  
**To:** James Broaddus <[broaddus@broaddusassociates.com](mailto:broaddus@broaddusassociates.com)>; Scot Sanders <[ssanders@broaddususa.com](mailto:ssanders@broaddususa.com)>  
**Cc:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Subject:** FW: Broaddus Consultant Agreement - merged edits

FYI, please see attached consultant agreement for your review. If everything looks good to you, let Martin Blair and I know and we will send to you in docusign for execution. Please confirm who the signatory is for Broaddus.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Sent:** Monday, August 30, 2021 1:10 PM  
**To:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>  
**Cc:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>; Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** RE: Broaddus Consultant Agreement - merged edits

John – do you want to send the DRAFT to James Broaddus or should I send it?

[Broaddus@broaddusassociates.com](mailto:Broaddus@broaddusassociates.com)

Martin Blair

---

**From:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>  
**Sent:** Monday, August 30, 2021 11:26 AM  
**To:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Cc:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** Re: Broaddus Consultant Agreement - merged edits

John or you can send to Broaddus. In route from El Paso to Tucson and then north.

Sent from my iPhone

On Aug 30, 2021, at 8:19 AM, Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)> wrote:

Steven

You said you were going to send it to Broaddus for review. Is that still your plan? (are you even back home?)

Martin

---

**From:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>  
**Sent:** Monday, August 30, 2021 8:35 AM  
**To:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>; Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Cc:** Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** RE: Broaddus Consultant Agreement - merged edits

I looked at the most recent one that Martin had formatted. It's good to go in my opinion.

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>  
**Sent:** Monday, August 30, 2021 8:25 AM  
**To:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Cc:** Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** Re: Broaddus Consultant Agreement - merged edits

John/Lia: Please give this one more review and then out it goes.

Get [Outlook for iOS](#)

---

**From:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Sent:** Sunday, August 29, 2021 6:26:14 PM  
**To:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>  
**Cc:** Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** RE: Broaddus Consultant Agreement - merged edits

I changed the ARTICLE titles to ALL caps so it doesn't look so awkward.

mvb

---

**From:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>  
**Sent:** Sunday, August 29, 2021 8:59 AM  
**To:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Cc:** Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** Re: Broaddus Consultant Agreement - merged edits

The headings look too weird. Different style or font. If you fix the headings only it will have a better look. John: Check the changes and out it goes Monday.

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---

**From:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Sent:** Sunday, August 29, 2021 8:11:56 AM  
**To:** Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>

**Cc:** Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>  
**Subject:** Broaddus Consultant Agreement - merged edits

Steven:

(per one of John R's insertions): I like having the rates in the contract document. They can as easily be amended there as in an Exhibit, so I left them in 3.01. But, does Scot Sanders spell his first name with a single "t?" I guess we can find out from them when they see this contract.

NOTE to Halpin: the reason some Article titles look weird is because we gave the reference as CONSULTANT (all caps) throughout. When combined with an Article title—they are all in Small Caps--it does look weird.

I accepted all changes and made whatever edits were indicated.

Martin V. Blair, CTCM, CTPM  
Legal Services Division  
Texas Facilities Commission  
1711 San Jacinto Boulevard  
Austin, Texas 78701  
Email: [Martin.Blair@tfc.texas.gov](mailto:Martin.Blair@tfc.texas.gov)  
Telephone: (512) 463-7829

**From:** [Smith, Martin](#)  
**To:** [Brian Carter](#); [ctrimble](#); [Alan McWilliams](#); [Larry Risinger](#); [Nick Orman](#)  
**Cc:** [Pete Pazos](#); [John Raff](#); [Mark McAnally](#); [Richard Cellon](#)  
**Subject:** RE: EXTERNAL: Easement document  
**Date:** Wednesday, October 27, 2021 2:48:59 PM

---

## External: Beware of links/attachments

Brian:

Accommodations we were including in the revised design documents include:

- Moving a 12" water line to the north side of the easement and re-establish water connection valves.
- Alignment shift to the south to follow the land grade break.
- Added a farm gate for access to a field.

Are these the type of accommodations that you are needing?

**Martin Smith, P.E., CFM - Senior Associate** | Sr. Project Manager - Federal  
1501 LBJ Fwy Suite 650 Dallas, TX 75234 | Dallas, TX 75234 | [O] 469-801-8512 | [M] (817) 889-0341  
martin.smith@mbakerintl.com | [www.mbakertnl.com](http://www.mbakertnl.com)



---

**From:** Brian Carter <Brian.Carter@GLO.TEXAS.GOV>  
**Sent:** Wednesday, October 27, 2021 2:21 PM  
**To:** ctrimble <ctrimble@huitt-zollars.com>; Alan McWilliams <Alan.McWilliams@GLO.TEXAS.GOV>; Larry Risinger <lrisinger@ufsrw.com>; Smith, Martin <Martin.Smith@mbakerintl.com>; Nick Orman <Nick.Orman@GLO.TEXAS.GOV>  
**Cc:** Pete Pazos <ppazos@broaddususa.com>; john.raff@tfc.texas.gov; Mark McAnally <Mark.McAnally@GLO.TEXAS.GOV>; Richard Cellon <rcellon@broaddususa.com>  
**Subject:** EXTERNAL: Easement document

Craig, et. al.,

We are getting very close on the easement document. One request: can you provide a listing of the accommodations that will be needed for the benefit of our lessee so that he can continue to operate the farm? I know that several technical things were discussed based upon the visit to the property. We would like to include those things as part of the executed easement.

Regards,  
Brian

---

**Brian S. Carter**  
**Senior Deputy Director of Asset Enhancement**  
**Texas General Land Office**

Direct: (512) 936-0902

Mobile: (737) 226-7460

[brian.carter@glo.texas.gov](mailto:brian.carter@glo.texas.gov)

**From:** [Smith, Martin](#)  
**To:** [Richard Cellon](#); [ctrimble](#)  
**Cc:** [Larry Risinger](#); [Riera, Alfonso](#); [Bormann, Michael](#); [Pete Pazos](#); [John Raff](#)  
**Subject:** RE: EXTERNAL: FW: GLO MOU  
**Date:** Friday, October 29, 2021 2:10:20 PM

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## External: Beware of links/attachments

Rich

Responses to Question #1: We did not provide the dimensions or duration shown below. My edits are below.

BTW typical RE land side of the wall is 50-ft. We go out to 75-ft if needed for tying back into terrain.

Markups of easement language:

Being a part or portion of Los Fresnos Banco No. 145 and a part or portion of Porcion Nos. 90, 91, 92, 93 and a part or portion of Porcion No. 94, Ancient Jurisdiction of Camargo, Mexico now Starr County, Texas; GLO School File No. 155409, and the easement is a right-of-way **8,880** feet long and **200** feet wide, being **50 feet north and 150 feet south** feet either side of a **the TBI bollard wall** centerline formed by the Improvements (as hereinafter defined), as constructed (the "Premises"). Notwithstanding the foregoing, **during the period of initial construction not to exceed 240 120 days**, the easement width shall be **200 feet wide**, being 50 feet **north and 150 feet south** either side of the **TBI bollard wall** centerline. ~~instead of the easement width mentioned above.~~ In addition, if repair and/or replacement of the Improvements is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be **200** feet wide being 50 feet **north and 150 feet south** either side of the **TBI bollard wall** centerline.

Responses to Question #2:

Also, in the case where Grantor has a tenant do you intend to preclude the tenant from any construction within the easement? **Yes**

Is the tenant allowed to use the road, and if so, are heavy-duty trucks, equipment, etc. precluded? **Yes, tenant can use road. All equipment should be allowed on the road.**

Our sense is the tenant should be precluded entirely from construction within the easement, but able to use the road for his routine farming operation as long as it doesn't impede law enforcement activities. Do you agree? **Yes**

Responses to Question #3: **Yes**

Sincerely,

**Martin Smith, P.E., CFM - Senior Associate** | Sr. Project Manager - Federal

1501 LBJ Fwy Suite 650 Dallas, TX 75234 | Dallas, TX 75234 | [O] 469-801-8512 | [M] (817) 889-0341  
martin.smith@mbakerintl.com | [www.mbakerintl.com](http://www.mbakerintl.com)



**From:** Richard Cellon <rcellon@broaddususa.com>

**Sent:** Friday, October 29, 2021 10:18 AM

**To:** ctrimble <ctrimble@huitt-zollars.com>

**Cc:** Larry Risinger <lrisinger@ufsrw.com>; Riera, Alfonso <ARiera@mbakerintl.com>; Smith, Martin <Martin.Smith@mbakerintl.com>; Bormann, Michael <mbormann@Huitt-Zollars.com>; Pete Pazos <ppazos@broaddususa.com>; John Raff <John.Raff@tfc.texas.gov>

**Subject:** EXTERNAL: FW: GLO MOU

Craig,

I know you thought you were through with respect to the GLO agreement, but you can see from the attached document that TFC needs additional help/confirmation on a couple of issues raised by Steve Halpin to get the document over the finish line. Three specific questions are :

1. Did MBHZ provide the dimensions portrayed in green below? If so, please explain rationale for “100 feet wide” and “during the initial construction not to exceed 120 days”. Also, aren’t our improvements actually offset from the centerline within the total right-of-way (75’ on one side and 150’ on the other)?

#### ARTICLE II. PREMISES

The easement is located across Permanent School Fund land in Starr County, Texas, described as follows:

Being a part or portion of Los Fresnos Banco No. 145 and a part or portion of Porcion Nos. 90, 91, 92, 93 and a part or portion of Porcion No. 94, Ancient Jurisdiction of Camargo, Mexico now Starr County, Texas; GLO School File No. 155409, and the easement is a right-of-way [redacted] feet long and [redacted] feet wide, being [redacted] feet either side of a centerline formed by the Improvements (as hereinafter defined), as constructed (the “Premises”). Notwithstanding the foregoing, during the period of initial construction not to exceed 120 days, the easement width shall be 100 feet wide, being 50 feet either side of the centerline instead of the easement width mentioned above. In addition, if repair and/or replacement of the Improvements is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 100 feet wide being 50 feet either side of the centerline.

2. Also, in the case where Grantor has a tenant do you intend to preclude the tenant from any construction within the easement? Is the tenant allowed to use the road, and if so, are heavy-duty trucks, equipment, etc. precluded? Our sense is the tenant should be precluded entirely

from construction within the easement, but able to use the road for his routine farming operation as long as it doesn't impede law enforcement activities. Do you agree?

3. Do we intend to let the selected design-build firm look at this executed MOU between our agencies since their performance could be impacted by it? Our sense is "yes" - share this information with the selected DB-GC firm. Do you agree?

Appreciate your help, and know you're aware of the time-sensitive nature.

Best regards,

Rich

Richard Cellon, PE

(m) 240-620-9305

**THE BROADDUS COMPANIES**

*We exist to advocate for owners and dramatically improve the building process*

**From:** Trimble, Craig  
**To:** Richard Glancey  
**Cc:** Francoise Luca  
**Subject:** RE: MBHZ Info Requested  
**Date:** Wednesday, September 15, 2021 1:26:54 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)

**External: Beware of links/attachments**

RICHARD: Having trouble finding where in the doc you mean

**From:** Richard Glancey <Richard.Glancey@tfc.texas.gov>  
**Sent:** Wednesday, September 15, 2021 1:03 PM  
**To:** Trimble, Craig <ctrimble@Hutt-Zollars.com>  
**Cc:** Francoise Luca <Francoise.Luca@tfc.texas.gov>  
**Subject:** RE: MBHZ Info Requested

Craig,

I printed the document and was reviewing it, and it caught my eye. I'm not sure if it's just a typo, but I noticed the **closing parenthesis**. Perhaps it is intentional.

**About Michael Baker International**

Michael Baker International is a leading provider of engineering and consulting services. The firm's Practices encompass all facets of infrastructure, including design, civil engineering, planning, architecture, environmental, construction and program management. For more than 80 years, the company has been a trusted partner, providing comprehensive services and solutions to commercial clients and all branches of the military, as well as federal, state and municipal governments. Embracing emerging technologies and the latest innovations – like intelligent transportation and design-build project delivery – Michael Baker is an industry leader that delivers expertise and quality. The firm's more than 3,000 employees across nearly 100 locations are committed to Making a Difference for clients and communities through a culture of innovation, collaboration and technological advancement. To learn more, visit <https://mbakerintl.com/>.

*Relevant Experience*

Michael Baker has a legacy of service to the U.S. federal government dating back to 1940. The firm's experience encompasses all facets of planning, design and construction of the built environment. It serves federal agencies in the areas of cybersecurity, master planning, disaster relief services, environmental compliance and restoration, military fuels, facilities and infrastructure design, water and wastewater engineering and geospatial information technology (GIT). Michael Baker serves as a trusted partner to all branches of military and government, including the Army, Air Force, Navy and Marine Corps, Department of Homeland Security, Department of State, Department of Energy, Department of the Interior, Department of Justice, U.S. Customs and Border Patrol and the Environmental Protection Agency.

Within the State of Texas, the firm operates offices in Dallas, Houston, Round Rock and San Antonio and has worked on projects throughout the state, including the Manor Expressway (290 Toll) Phase II design-build project (client: Central Texas Regional Mobility Authority (CTRMA)), I-35 Future Transportation Corridor (FTC) Planning and Environmental Linkages (PEL) Study (clients: Texas Department of Transportation (TxDOT) Austin District (AUS) and Transportation Planning and Programming Division (TP & P)) and Lowest Stemmons Freeway project (client: TxDOT).

Richard "Rick" Glancey - Director  
Government Relations - External Communications  
o (512) 936-1788 | c (512) 636-0463  
**Texas Facilities Commission**  
Our Legacy: Build. Support. Maintain.

**From:** Trimble, Craig <ctrimble@Hutt-Zollars.com>  
**Sent:** Wednesday, September 15, 2021 12:00 PM  
**To:** Richard Glancey <Richard.Glancey@tfc.texas.gov>; Francoise Luca <Francoise.Luca@tfc.texas.gov>  
**Cc:** Covelli, Julia <julia.covelli@mbakerintl.com>; Cooper, Rita <rcooper@Hutt-Zollars.com>; Rode, Libby <lrhode@Hutt-Zollars.com>; 'Riera, Alfonso' <ARiera@mbakerintl.com>; Kent, Monica <mkent@Hutt-Zollars.com>  
**Subject:** MBHZ Info Requested  
**Importance:** High

**External: Beware of links/attachments**

RICHARD and FRANCOISE: Please find attached MBHZ info requested

**Craig N Trimble, AIA, NCARB**  
**Vice President**  
500 W 7<sup>th</sup> Street, Suite 300  
Fort Worth, TX 76102-4773  
Cell 214 914 2394

  
500 West 7th Street | Suite 300 | Fort Worth TX 76102-4728  
817.335.3000  
[ctrimble@Hutt-Zollars.com](mailto:ctrimble@Hutt-Zollars.com)  
[www.hutt-zollars.com](http://www.hutt-zollars.com)

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**From:** [Trimble, Craig](#)  
**To:** [Richard Glancey](#)  
**Subject:** Re: MBHZ PRESS KIT  
**Date:** Tuesday, September 14, 2021 5:49:46 PM

---

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Final coming tomorrow

Craig Trimble, AIA, NCARB  
**HUITT-ZOLLARS, INC.**  
Vice President  
214.914.2394

On Sep 14, 2021, at 5:46 PM, Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)> wrote:

Thanks.

Richard "Rick" Glancey  
Director  
Government Relations-  
External Communications  
Texas Facilities Commission

---

**From:** Trimble, Craig <[ctrimble@Huitt-Zollars.com](mailto:ctrimble@Huitt-Zollars.com)>  
**Sent:** Tuesday, September 14, 2021 5:42:53 PM  
**To:** Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>  
**Subject:** RE: MBHZ PRESS KIT

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Richard – here was first draft but lacks Texas-Centric. Is this what you are aiming at?

---

**From:** Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>  
**Sent:** Tuesday, September 14, 2021 5:37 PM  
**To:** Trimble, Craig <[ctrimble@Huitt-Zollars.com](mailto:ctrimble@Huitt-Zollars.com)>  
**Subject:** Re: MBHZ PRESS KIT

Ok, Perhaps you can give me a window for tomorrow morning so I can call you directly regarding another item, and I believe this Media Kit might be helpful with those types of issues.

Richard "Rick" Glancey  
Director  
Government Relations-  
External Communications  
Texas Facilities Commission

---

**From:** Trimble, Craig <[ctrimble@Huitt-Zollars.com](mailto:ctrimble@Huitt-Zollars.com)>  
**Sent:** Tuesday, September 14, 2021 5:32:45 PM  
**To:** Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>  
**Subject:** MBHZ PRESS KIT

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RICHARD: We saw first draft and made revisions back to our PR staff – made for Texas-Centric on both firms programs and work with State Agencies. Expect final back in the morning.

**Craig N Trimble, AIA, NCARB**

**Vice President**

500 W. 7<sup>th</sup> Street, Suite 300  
Fort Worth, TX 76102-4773  
Cell 214.914.2394



500 West 7th Street | Suite 300 | Fort Worth TX 76102-4728  
817.335.3000  
[ctrimble@Huitt-Zollars.com](mailto:ctrimble@Huitt-Zollars.com)  
[www.huitt-zollars.com](http://www.huitt-zollars.com)



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**From:** [Gilbert Brindley](#)  
**To:** [Rico Gamino Jr](#)  
**Cc:** [John Raff](#); [Trimble, Craig](#)  
**Subject:** RE: PO 303-2-7093 :RFQ 303-2-00365 DB for Texas Border Infrastructure  
**Date:** Tuesday, November 23, 2021 5:03:14 PM

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Will do.

Thanks Rico. Looking forward to working together.

Gil

**Gilbert S Brindley, P.E.** | *Director, New Business Initiatives*

**Posillico**  
50 S. Center Street, Unit 7 | Orange, NJ 07050  
P 631.622.5906  
C 631.624.1114  
[www.posillicoinc.com](http://www.posillicoinc.com)



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**From:** Rico Gamino Jr <Rico.Gamino@tfc.texas.gov>  
**Sent:** Tuesday, November 23, 2021 4:31 PM  
**To:** Gilbert Brindley <gbrindley@posillicoinc.com>  
**Cc:** John Raff <John.Raff@tfc.texas.gov>; Trimble, Craig <ctrimble@Huitt-Zollars.com>  
**Subject:** PO 303-2-7093 :RFQ 303-2-00365 DB for Texas Border Infrastructure

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Gil,

Procurement received notice that the contract for the above referenced solicitation has been executed. Internally, TFC has assigned PO 303-2-7093 for these services. Please include this PO number on any invoices for these services.

Thank you for your assistance as we blazed through the award process. We look forward to working

with Posillico Civil, Inc.

If you have any questions, let me know.

Thank you,

**Rico Gamino, CTPM, CTCM**

Procurement Director

Texas Facilities Commission

Phone: (512) 936-3567

Fax: (512) 236-6164

E-Mail: [rico.gamino@tfc.state.tx.us](mailto:rico.gamino@tfc.state.tx.us)

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Please Tell Us What You Think. To provide feedback, please go to the following Website:

<http://portal.tfc.state.tx.us/survey/>

We appreciate and value your input.

**From:** [John Raff](#)  
**To:** [Martin Blair](#); [Rico Gamino Jr](#)  
**Cc:** [Stephen Foster](#); [Kasey Glaser](#); [Steven Halpin](#); [Lia Edwards](#)  
**Subject:** RE: Posiloco Civil  
**Date:** Monday, November 8, 2021 3:19:07 PM

---

Gilbert Brindley [gbrindley@posillicoinc.com](mailto:gbrindley@posillicoinc.com)

**P** 631.622.5906  
**C** 631.624.1114

Thanks,

John S. Raff, P.E.  
Deputy Executive Director  
Facilities Design & Construction  
Texas Facilities Commission  
(512) 463-3567

---

**From:** Martin Blair <[martin.blair@tfc.texas.gov](mailto:martin.blair@tfc.texas.gov)>  
**Sent:** Monday, November 8, 2021 2:34 PM  
**To:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Cc:** Stephen Foster <[Stephen.Foster@tfc.texas.gov](mailto:Stephen.Foster@tfc.texas.gov)>; Kasey Glaser <[Kasey.Glaser@tfc.texas.gov](mailto:Kasey.Glaser@tfc.texas.gov)>; Steven Halpin <[Steven.Halpin@tfc.texas.gov](mailto:Steven.Halpin@tfc.texas.gov)>; Lia Edwards <[Lia.Edwards@tfc.texas.gov](mailto:Lia.Edwards@tfc.texas.gov)>  
**Subject:** Posiloco Civil

Can someone give me the name, title and email address for the staffer at Posillico Civil who can handle questions regarding the House Bill 1295 Form and insurance?

We will be careful to start all communications with:

“This email communication is in anticipation of Commission award on November 18, 2021. This communication is not an award nor an offer of award to contract. Only the Texas Facilities Commission may award a contract. This email communication anticipates award by the Commission as a matter of convenience to the parties should the Commission award a contract.”

I need to get that out of the way and Heidi probably does too.

Martin V. Blair, CTPM, CTCM  
Contract Administrative Manager  
Texas Facilities Commission  
1701 San Jacinto Boulevard, Suite 400  
Austin, Texas 78701  
(512) 463-7829

**From:** [Crist, Robert R CIV CESPL CESP \(USA\)](#)  
**To:** [Rico Gamino Jr](#)  
**Subject:** RE: Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project  
**Date:** Monday, November 8, 2021 11:15:38 AM  
**Attachments:** [image001.png](#)  
[Reference Check - USACE-RC.docx](#)

---

**External: Beware of links/attachments**

Here you go

---

**From:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Sent:** Monday, November 8, 2021 7:58 AM  
**To:** Crist, Robert R CIV CESPL CESP (USA) <[Robert.R.Crist@usace.army.mil](mailto:Robert.R.Crist@usace.army.mil)>  
**Subject:** [Non-DoD Source] RE: Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project

Here you go. I did to the form that this is for the subcontractor Coastal.

Rico Gamino, Procurement Director  
Texas Facilities Commission  
512-936-3567

---

**From:** Crist, Robert R CIV CESPL CESP (USA) <[Robert.R.Crist@usace.army.mil](mailto:Robert.R.Crist@usace.army.mil)>  
**Sent:** Monday, November 8, 2021 8:16 AM  
**To:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Subject:** RE: Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project

**External: Beware of links/attachments**

Good Morning Mr. Gamino,

Could you resend the attachment for the past performance? I apologize for the delay but I will get it completed this morning

---

**From:** Crist, Robert R CIV CESPL CESP (USA)  
**Sent:** Tuesday, November 2, 2021 1:44 PM  
**To:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Subject:** RE: Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project

I have dealt with Coastal

---

**From:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Sent:** Tuesday, November 2, 2021 1:38 PM  
**To:** Crist, Robert R CIV CESPL CESP (USA) <[Robert.R.Crist@usace.army.mil](mailto:Robert.R.Crist@usace.army.mil)>  
**Subject:** [Non-DoD Source] RE: Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project

This is my mistake. Posillico Civil is teaming with Coastal Environmental Technologies, Ltd. for this solicitation and listed you as a reference for Coastal for the following projects:

**Design Build Border Infrastructure Fence Replacement of ~2.25 miles in Calexico, El Centro Sector at Calexico, CA (W9126G18F0038)**

Contract-No.¤	Contract¤	Period¤	Ceiling¤
W9126G-19-D-0020¤	USACE-Fort-Worth-District---DB-Civil-Construction-MATOC¤	03/04/19---03/07/24¤	\$5.0B¤
W9126G-20-D-0009¤	USACE-Fort-Worth-District---DB-Civil-Construction-MATOC¤	10/20/19--- 10/21/2024¤	\$5.0B¤
W9126G-18-D-0010¤	USACE-Ft-Worth-District---Civil-Construction-MATOC¤	11/07/2017--- 11/07/22¤	\$30.0M¤
W912DR-15-D-0001¤	USACE-Baltimore-District---Civil-Construction-MATOC¤	02/19/15---02/19/20¤	\$15.0M¤
W912P8-14-D-0017¤	USACE-New-Orleans-District---Advance-Contracting-Initiative-MVD-(Coastal-QRI-JV)¤	05/01/14---05/01/19¤	\$65.0M¤
W912DQ-13-D-3012¤	USACE-Kansas-City-District---Long-Term-Response-Action-/Environmental-Remediation-Services¤	02/11/13---02/11/18¤	\$30.0M¤
W9128F-12-D-0033¤	USACE-Omaha-District---Long-Term-Response-Action-/Environmental-Remediation-Services¤	06/30/12---06/30/17¤	\$49.0M¤
W912DR-12-D-0005¤	USACE-Baltimore-District---Environmental-Services¤	01/31/12---01/31/17¤	\$49.7M¤
W9128F-12-D-0033¤	USACE-Omaha-District---Design-Build-Construction¤	06/30/12---06/30/17¤	\$49.0M¤
W912DQ-10-D-3021¤	USACE-Kansas-City-District---Pre-Placed-Remedial-Action-Contract¤	05/25/10---05/10/15¤	\$25M¤
W9128F-11-D-0018¤	USACE-Omaha-District---Environmental-Remediation-Services¤	04/15/11---04/15/16¤	\$24.9M¤
W912HY-10-D-0018¤	USACE-Galveston-District---Design/Build, Design-Bid-Build, Civil-Construction¤	03/26/10---03/26/15¤	\$225M¤
W912DQ-09-D-1020¤	USACE-Kansas-City-District---Civil-Construction¤	09/30/09---09/30/14¤	\$25M¤

Rico Gamino, Procurement Director  
Texas Facilities Commission  
512-936-3567

**From:** Crist, Robert R CIV CESPL CESP (USA) <[Robert.R.Crist@usace.army.mil](mailto:Robert.R.Crist@usace.army.mil)>  
**Sent:** Tuesday, November 2, 2021 3:10 PM  
**To:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Subject:** RE: Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project

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Good Afternoon,

I do not remember every working with this company. I check my previous contracts and this company did not pop up.

**From:** Rico Gamino Jr <[Rico.Gamino@tfc.texas.gov](mailto:Rico.Gamino@tfc.texas.gov)>  
**Sent:** Tuesday, November 2, 2021 9:30 AM  
**To:** Crist, Robert R CIV CESPL CESP (USA) <[Robert.R.Crist@usace.army.mil](mailto:Robert.R.Crist@usace.army.mil)>  
**Subject:** [Non-DoD Source] Reference Check - Posillico Civil, Inc. - Texas Facilities Commission Design-Build Texas Border Infrastructure Project

Rob Crist, COR:

Posillico Civil, Inc. is being considered for a possible award for the Texas Facilities Commission Project – Design-Build for Texas Border Infrastructure Project and you were listed as a reference on past relevant projects. Please complete the attached 7 questions regarding their past performance on projects with USACE. If you cannot answer some of the questions due to policy, you can leave the question blank and only answer what you can. If you have any questions, please send me an email or call me at the number below.

If I could have responses by the end of the week, 11/5, that would be great.

Thank you for your time,

**Rico Gamino, CTPM, CTCM**

Procurement Director

Texas Facilities Commission

Phone: (512) 936-3567

Fax: (512) 236-6164

E-Mail: [rico.gamino@tfc.state.tx.us](mailto:rico.gamino@tfc.state.tx.us)

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<http://portal.tfc.state.tx.us/survey/>

We appreciate and value your input.

**From:** [Kristy Fierro](#)  
**To:** [Richard Cellon](#); [John Raff](#); [Pete Pazos](#)  
**Cc:** [Mike Novak](#); [Joel Speight](#); [Trimble, Craig](#)  
**Subject:** RE: RTD Blast Request - Bollard material  
**Date:** Tuesday, November 23, 2021 1:19:00 PM  
**Attachments:** [RE RTD Blast Request - Bollard material.msg](#)  
[image001.png](#)

---

Richard,

See attached updated response from the DLA POC. They are wanting removal to begin Dec 1. That does not seem very realistic to me. If need be, if you have the location secured, we could start off procuring transport through our program vendor pool. Even that, with the holiday, I don't think we could have a truck secured and on location by 12/1.

I can float the 120 day schedule to them if that is what this group wants me to do. Their ability to push out the timeline is dependent upon the lease. I do believe they are going to want something quicker than 120 days. Also remember that stretching it out could impact upload support, as I am sure they don't want to pay their contractor any more than they have to.

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>  
**Sent:** Tuesday, November 23, 2021 1:06 PM  
**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Pete Pazos <[ppazos@broaddususa.com](mailto:ppazos@broaddususa.com)>  
**Cc:** Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)>; Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; Trimble, Craig <[ctrimble@huitt-zollars.com](mailto:ctrimble@huitt-zollars.com)>  
**Subject:** RE: RTD Blast Request - Bollard material

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Kristy,

Thank you for the update, and it's encouraging that DLA is expressing some flexibility at this point. Given the volume of material and necessary time to coordinate transportation, ideally the standard 21 day timeframe can be extended to 120 days. We won't be able to provide a detailed schedule until transportation is arranged, but should be able to meet the 120 timeframe.

The Texas Border Infrastructure (TBI) Program Manager, Michael Baker-Huitt-Zollars (MBHZ), will be spearheading the operation, and I've copied Craig Trimble, the MBHZ Program Manager, above. Craig just learned of this responsibility earlier today, so it will take a little while (several days at least)

for MBHZ to get organized.

Now that the transfer is confirmed, we'll proceed to develop transportation options. We'll also re-confirm our ability to temporarily store these materials at a closed air force base in Maverick County near Eagle Pass. More to follow on both of these logistical issues.

Can you float the 120 day request to GSA/DLA, or do you think it would be better to get their initial timeframe response first?

Best regards,  
Rlch

Richard Cellon, PE  
(m) 240-620-9305

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---

**From:** [Kristy Fierro](#)

**Sent:** Tuesday, November 23, 2021 1:43 PM

**To:** [John Raff](#); [Richard Cellon](#); [Pete Pazos](#)

**Cc:** [Mike Novak](#); [Joel Speight](#)

**Subject:** FW: RTD Blast Request - Bollard material

Team,

See responses below from the DLA contact. At this point he seems very accommodating and understanding that this project could take a while, the question is how long of a while. He did mention that the property is currently being stored at a leased space and they are wanting to get out as soon as possible. He is suppose to be providing a date for when that lease expires.

For response number 3 below, Mr. Thompson said, during our discussion, that the contractor will be able to upload. However, he does not know how long the contractor will be stationed on location. That is a point that he is trying to get more information from DLA on.

For 6-8, they are requesting a schedule from us. I did tell him that schedule will be significantly impacted by how long the contractor will be on location to provide support.

John, who is facilitating procurement of the transportation and supporting offload at the final destination. Has the final destination been secured?

If transport is being coordinated by TFC, then I would think that someone needs to get with Rico to get started on a solicitation. The FSP transport templates and solicitation will give you a good place to start.

Please let me know if you have any questions.

Thanks,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Thompson, Barry J CIV DLA DISPOSITION SERVICES (USA) <[Barry.Thompson@dla.mil](mailto:Barry.Thompson@dla.mil)>

**Sent:** Tuesday, November 23, 2021 12:01 PM

**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>; Disp Svcs at San Diego DSR <[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA <[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>

**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>; Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>; Marroquin, Luis R CIV DLA DISPOSITION SERVICES (USA) <[Luis.Marroquin@dla.mil](mailto:Luis.Marroquin@dla.mil)>; Guzman, Luis F CIV DLA DISPOSITION SERVICES (USA) <[Luis.Guzman@dla.mil](mailto:Luis.Guzman@dla.mil)>; Buchanan, Christopher A CIV DLA DISPOSITION SERVICES (USA) <[Christopher.Buchanan@dla.mil](mailto:Christopher.Buchanan@dla.mil)>

**Subject:** RE: RTD Blast Request - Bollard material

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Good morning Kristy,

As discussed during our phone conversation

1. Will GSA/DLA allow the Texas SASP additional time (greater than 21 days) to be able to remove this property from the pickup location? If so, how much time can be authorized?  
[The 21 day timeline can be extended due to the large quantity of property. I am waiting on responses and will provide you with an expected timeline once received.](#)
2. What is the actual physical address for the pickup location?  
[There is no physical address, the coordinates are as follows. I will work with the Army Corps of Engineers to set a meeting point for the drivers.](#)  
[32°33'29.29"N 116°52'44.10"W](#)
3. What upload capabilities will be available to support removal from the pickup location?  
[The Army Corps of Engineers has a contractor on site that will be available for loading.](#)
4. What days and times can property be picked up?  
[The property can be picked up Monday-Friday from 06:00 am PST to 04:30 pm PST. There will need to be prior coordination and a pick up schedule to ensure that the contractor has](#)

loading personnel on site.

5. Are there any particular access restrictions that the driver needs to meet? COVID-19 or Vaccination Requirements?

There are no restrictions or vaccine requirements at the site. Drivers are expected to maintain social distancing.

6. Are there any delivery scheduling requirements?

The Army Corps of Engineers would like for you to provide a pickup schedule to include. First removal date, quantity of trucks per day and truck arrival times.

7. How much advanced notice is needed for each pickup?

A pick up schedule will need to be coordinated ASAP and should be met.

8. Who will be the POC for each pickup?.

The Army Corps of Engineers will provide a POC once a pick up schedule is set.

V/R

Barry Thompson

Site Lead

619-512-0881

442-222-0134

DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

**DSR:** [Jane.Simmons@dla.mil](mailto:Jane.Simmons@dla.mil) **619-348-7870**

**DSR** [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) **915-490-8273**

**Warehouse Lead:** [Enrique.Aguilera@dla.mil](mailto:Enrique.Aguilera@dla.mil) **619-495-0028**

**Environmental:** [Sergio.Rhoads@dla.mil](mailto:Sergio.Rhoads@dla.mil) **619-348-8877**

**Environmental:** [Ramiro.Charles@dla.mil](mailto:Ramiro.Charles@dla.mil) **805-216-3914**

**Environmental:** [Wendy.Shindledecker@dla.mil](mailto:Wendy.Shindledecker@dla.mil) **619-695-4668**



Have a comment or suggestion for us? Please click the link below.

<https://ice.disa.mil/index.cfm?fa=card&s=683&sp=128709&dep=%2aDoD>

---

**From:** Thompson, Barry J CIV DLA DISPOSITION SERVICES (USA) <[Barry.Thompson@dla.mil](mailto:Barry.Thompson@dla.mil)>

**Sent:** Tuesday, November 23, 2021 9:17 AM

**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>; Disp Svcs at San Diego DSR

<[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA <[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>

**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>;  
Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>; Marroquin, Luis R CIV DLA DISPOSITION  
SERVICES (USA) <[Luis.Marroquin@dla.mil](mailto:Luis.Marroquin@dla.mil)>; Guzman, Luis F CIV DLA DISPOSITION SERVICES (USA)  
<[Luis.Guzman@dla.mil](mailto:Luis.Guzman@dla.mil)>; Buchanan, Christopher A CIV DLA DISPOSITION SERVICES (USA)  
<[Christopher.Buchanan@dla.mil](mailto:Christopher.Buchanan@dla.mil)>

**Subject:** RE: RTD Blast Request - Bollard material

Good morning Kristy,

I am sure that we can extend the removal timeframe past 21 days, but we will need to ensure that there is a constant outbound flow of the property.

The property is located on land that is being leased by the customer who has this material and they would like to get the property removed quickly so that they don't have to continue paying to lease the land.

I will find out what timeline will be authorized for the removal from our Headquarters. Prior to me asking HQ, what do you believe would be a feasible timeline to get this property removed? There is an estimated 215 truck-loads of this property.

There is no physical address for this material, I can provide the coordinates, but would like to confirm an address with the customer where the driver can meet them to be escorted.

I'm working on the details of your other questions and will provide the responses to you once received.

V/R

Barry Thompson  
Site Lead  
619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

**DSR:** [Jane.Simmons@dla.mil](mailto:Jane.Simmons@dla.mil) 619-348-7870

**DSR** [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) 915-490-8273

**Warehouse Lead:** [Enrique.Aguilera@dla.mil](mailto:Enrique.Aguilera@dla.mil) 619-495-0028

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**From:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>  
**Sent:** Tuesday, November 23, 2021 8:05 AM  
**To:** Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>;  
Disp Svcs at San Diego DSR <[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA  
<[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>  
**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>;  
Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>  
**Subject:** [Non-DoD Source] RE: RTD Blast Request - Bollard material

Good morning all. Please see attached, recently approved SF123 for the bollard material in San Diego. In prepping for this project, due to the large volume and obvious logistical challenges, we have some preliminary questions:

1. Will GSA/DLA allow the Texas SASP additional time (greater than 21 days) to be able to remove this property from the pickup location? If so, how much time can be authorized?
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3. What upload capabilities will be available to support removal from the pickup location?
4. What days and times can property be picked up?
5. Are there any particular access restrictions that the driver needs to meet? COVID-19 or Vaccination Requirements?
6. Are there any delivery scheduling requirements?
7. How much advanced notice is needed for each pickup?
8. Who will be the POC for each pickup?.

We look forward to hearing from you and to working with you on this large pickup.

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>

**Sent:** Tuesday, November 2, 2021 9:31 AM

**To:** [chris.carlson@azdoa.gov](mailto:chris.carlson@azdoa.gov); Kerry Suson <[kerry.suson@azdoa.gov](mailto:kerry.suson@azdoa.gov)>; Barela, Christopher M., GSD <[christopher.barela@state.nm.us](mailto:christopher.barela@state.nm.us)>; Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Federal.Surplus <[federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov)>

**Subject:** FW: RTD Blast Request

**External: Beware of links/attachments**

Good Morning All,

I had sent out a blast a few weeks back regarding this Bollards (border wall material) that is being turned in to us by the US Army Corp of Engineers. I just wanted to let you know it is now in GSA Screening cycle.

***Cassandra (Cassie) Gilbert***

DLA Disposition Services-OIR  
Reutilization/Transfer/Donation Office  
OFFICE: (269)961-7657  
CELL: (269) 762-3942

The San Diego site just place 1,718 – Grouted Steel Bollard Panels 4' X 32' on record as a receipt in place.

There is quite a bit of value in this material, but it is very specific and may need a push in order to gain traction for possible REUT.

Would you be able to send out a “RTD Blast” or provide to customers who could potentially use this material?

I have attached the 1348 and photos of the material.

The information that I have is as follows:

Material: Grouted steel bollard panels - (pre-grouted approximately 10-12 ft)

Dimensions: 4ft x 32ft

Weight: Estimated 4,500 lbs. per panel

V/R

Barry Thompson  
Site Lead  
619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

**DSR:** [Jane.Simmons@dla.mil](mailto:Jane.Simmons@dla.mil) 619-348-7870

**DSR** [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) 915-490-8273

**Warehouse Lead:** [Enrique.Aguilera@dla.mil](mailto:Enrique.Aguilera@dla.mil) 619-495-0028

**Environmental:** [Sergio.Rhoads@dla.mil](mailto:Sergio.Rhoads@dla.mil) 619-348-8877

**Environmental:** [Ramiro.Charles@dla.mil](mailto:Ramiro.Charles@dla.mil) 805-216-3914

**Environmental:** [Wendy.Shindledecker@dla.mil](mailto:Wendy.Shindledecker@dla.mil) 619-695-4668



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**From:** Thompson, Barry J CIV DLA DISPOSITION SERVICES (USA) <Barry.Thompson@dla.mil>  
**Sent:** Tuesday, November 23, 2021 1:35 PM EST  
**To:** Kristy Fierro <Kristy.Fierro@tfc.texas.gov>; Sandra Klar - 9QSCA <sandra.klar@gsa.gov>  
**CC:** Dennis Hegarty <Dennis.Hegarty@tfc.texas.gov>; Megan Sim <Megan.Sim@tfc.texas.gov>; Abianna Daugherty <Abianna.Daugherty@tfc.texas.gov>; Marroquin, Luis R CIV DLA DISPOSITION SERVICES (USA) <Luis.Marroquin@dla.mil>; Guzman, Luis F CIV DLA DISPOSITION SERVICES (USA) <Luis.Guzman@dla.mil>; Buchanan, Christopher A CIV DLA DISPOSITION SERVICES (USA) <Christopher.Buchanan@dla.mil>; Yin, Jeff Y CPT USARMY CESP (USA) <Jeff.Y.Yin@usace.army.mil>; De Leon, Allan C CIV USARMY CESP (USA) <Allan.C.DeLeon@usace.army.mil>; Drake, Lucas E CIV USARMY USACE (USA) <Lucas.E.Drake@usace.army.mil>; Maci, Drew A CPT USARMY CESP (USA) <Drew.A.Maci@usace.army.mil>; Williams, Daryl D CIV USARMY CESP (USA) <Daryl.D.Williams@usace.army.mil>  
**Subject:** RE: RTD Blast Request - Bollard material

**External: Beware of links/attachments**

Kristy,

Below you will find the responses to your remaining questions.

Please coordinate removals to start on December 01, 2021 and provide a plan of action and removal schedule not to exceed 60 days from December 1<sup>st</sup>.

Coordination for this project will be key, please keep all in this email informed of your plan going forward.

**RESPONSES TO QUESTIONS:**

4. Are there any delivery scheduling requirements?  
**No. There are no delivery scheduling requirements other than the deliveries to be within the days and times noted in Question 2.**
5. How much advanced notice is needed for each pickup?  
**Prefer at least 72 hours from date of pickup. If pickups would be expected to be made consecutive days, USACE SPB San Diego Field Team would need to know that for coordination purposes.**
6. Who will be the POC for each pickup?  
**POC is provided on the table below:**

Name	Title	Phone Number	Email Address
Allan De Leon	Plant Clearance Officer and COR/PE	(602) 518-9787	<a href="mailto:Allan.C.Deleon@usace.army.mil">Allan.C.Deleon@usace.army.mil</a>
CPT Rodolfo (Rudy) Martinez	Project Engineer	(480) 213-0385	<a href="mailto:rodolfo.martinez@usace.army.mil">rodolfo.martinez@usace.army.mil</a>
Daryl Williams	Lead Construction Representative	(760) 382-3253	<a href="mailto:daryl.d.williams@usace.army.mil">daryl.d.williams@usace.army.mil</a>
Ali Shnati	Construction Representative	(480) 232-8964	<a href="mailto:ali.k.shnati@usace.army.mil">ali.k.shnati@usace.army.mil</a>

7. Where would the driver meet the POC to be escorted to the property location?  
**The Location is under these coordinates Driver Meet Location (32.551754°, -116.925976°). Below Photo is attached.**



Let me know if you have any additional questions or concerns.

V/R

Barry Thompson  
Site Lead  
619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

DSR: [Jane.Simmons@dla.mil](mailto:Jane.Simmons@dla.mil) 619-348-7870  
DSR [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) 915-490-8273  
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---

**From:** Thompson, Barry J CIV DLA DISPOSITION SERVICES (USA)  
**Sent:** Tuesday, November 23, 2021 10:01 AM  
**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>; Disp Svcs at San Diego DSR <[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA <[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>  
**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>; Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>; Marroquin, Luis R CIV DLA DISPOSITION SERVICES (USA) <[Luis.Marroquin@dla.mil](mailto:Luis.Marroquin@dla.mil)>; Guzman, Luis F CIV DLA DISPOSITION SERVICES (USA) <[Luis.Guzman@dla.mil](mailto:Luis.Guzman@dla.mil)>; Buchanan, Christopher A CIV DLA DISPOSITION SERVICES (USA) <[Christopher.Buchanan@dla.mil](mailto:Christopher.Buchanan@dla.mil)>  
**Subject:** RE: RTD Blast Request - Bollard material

Good morning Kristy,

As discussed during our phone conversation

1. Will GSA/DLA allow the Texas SASP additional time (greater than 21 days) to be able to remove this property from the pickup location? If so, how much time can be authorized?  
The 21 day timeline can be extended due to the large quantity of property. I am waiting on responses and will provide you with an expected timeline once received.
2. What is the actual physical address for the pickup location?  
There is no physical address, the coordinates are as follows. I will work with the Army Corps of Engineers to set a meeting point for the drivers.  
32°33'29.29"N 116°52'44.10"W
3. What upload capabilities will be available to support removal from the pickup location?  
The Army Corps of Engineers has a contractor on site that will be available for loading.
4. What days and times can property be picked up?  
The property can be picked up Monday-Friday from 06:00 am PST to 04:30 pm PST. There will need to be prior coordination and a pick up schedule to ensure that the contractor has loading personnel on site.
5. Are there any particular access restrictions that the driver needs to meet? COVID-19 or Vaccination Requirements?  
There are no restrictions or vaccine requirements at the site. Drivers are expected to maintain social distancing.
6. Are there any delivery scheduling requirements?  
The Army Corps of Engineers would like for you to provide a pickup schedule to include. First removal date, quantity of trucks per day and truck arrival times.
7. How much advanced notice is needed for each pickup?  
A pick up schedule will need to be coordinated ASAP and should be met.
8. Who will be the POC for each pickup?  
The Army Corps of Engineers will provide a POC once a pick up schedule is set.

V/R

Barry Thompson  
Site Lead  
619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

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TX-TFC-21-1697-A-000265

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Kristy Fierro  
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TX-TFC-21-1697-A-000266

**Subject:** FW: RTD Blast Request

**External: Beware of links/attachments**

Good Morning All,

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***Cassandra (Cassie) Gilbert***

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OFFICE: (269)961-7657  
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There is quite a bit of value in this material, but it is very specific and may need a push in order to gain traction for possible REUT.

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I have attached the 1348 and photos of the material.

The information that I have is as follows:

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**Dimensions:** 4ft x 32ft  
**Weight:** Estimated 4,500 lbs. per panel

V/R

Barry Thompson  
Site Lead  
619-512-0881  
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DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

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**From:** [Richard Cellon](#)  
**To:** [Kristy Fierro](#); [John Raff](#); [Pete Pazos](#)  
**Cc:** [Mike Novak](#); [Joel Speight](#); [Trimble, Craig](#)  
**Subject:** RE: RTD Blast Request - Bollard material  
**Date:** Tuesday, November 23, 2021 1:51:24 PM  
**Attachments:** [image001.png](#)

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### External: Beware of links/attachments

Thanks Kristy...understand. I'm not speaking for the group, but I believe we should float the 120 day question because I think it's a reasonable request. Even 90 days is better than the 60 they've specified. I agree with you that commencing the transfer next week is unrealistic. I know I'm preaching to the choir, but besides the holidays this week and in December, there's also currently a highly publicized, nationwide-shortage of trucks and truckers. Seems like we need to understand DLA's absolute requirements as opposed to their desires – if we can't get it all moved by the end of January, what happens?

While you continue the conversation with DLA, we'll continue exploring options to move quicker on our end.

Best regards,  
Rich

Richard Cellon, PE  
(m) 240-620-9305

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**From:** [Kristy Fierro](#)  
**Sent:** Tuesday, November 23, 2021 2:19 PM  
**To:** [Richard Cellon](#); [John Raff](#); [Pete Pazos](#)  
**Cc:** [Mike Novak](#); [Joel Speight](#); [Trimble, Craig](#)  
**Subject:** RE: RTD Blast Request - Bollard material

Richard,

See attached updated response from the DLA POC. They are wanting removal to begin Dec 1. That does not seem very realistic to me. If need be, if you have the location secured, we could start off procuring transport through our program vendor pool. Even that, with the holiday, I don't think we could have a truck secured and on location by 12/1.

I can float the 120 day schedule to them if that is what this group wants me to do. Their ability to push out the timeline is dependent upon the lease. I do believe they are going to want something quicker than 120 days. Also remember that stretching it out could impact upload support, as I am sure they don't want to pay their contractor any more than they have to.

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Richard Cellon <rcellon@broaddususa.com>  
**Sent:** Tuesday, November 23, 2021 1:06 PM  
**To:** Kristy Fierro <Kristy.Fierro@tfc.texas.gov>; John Raff <John.Raff@tfc.texas.gov>; Pete Pazos <ppazos@broaddususa.com>  
**Cc:** Mike Novak <michael.novak@tfc.texas.gov>; Joel Speight <Joel.Speight@tfc.texas.gov>; Trimble, Craig <ctrimble@huitt-zollars.com>  
**Subject:** RE: RTD Blast Request - Bollard material

**External: Beware of links/attachments**

Kristy,

Thank you for the update, and it's encouraging that DLA is expressing some flexibility at this point. Given the volume of material and necessary time to coordinate transportation, ideally the standard 21 day timeframe can be extended to 120 days. We won't be able to provide a detailed schedule until transportation is arranged, but should be able to meet the 120 timeframe.

The Texas Border Infrastructure (TBI) Program Manager, Michael Baker-Huitt-Zollars (MBHZ), will be spearheading the operation, and I've copied Craig Trimble, the MBHZ Program Manager, above. Craig just learned of this responsibility earlier today, so it will take a little while (several days at least) for MBHZ to get organized.

Now that the transfer is confirmed, we'll proceed to develop transportation options. We'll also re-confirm our ability to temporarily store these materials at a closed air force base in Maverick County near Eagle Pass. More to follow on both of these logistical issues.

Can you float the 120 day request to GSA/DLA, or do you think it would be better to get their initial timeframe response first?

Best regards,  
Rich

Richard Cellon, PE  
(m) 240-620-9305

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**From:** [Kristy Fierro](#)  
**Sent:** Tuesday, November 23, 2021 1:43 PM  
**To:** [John Raff](#); [Richard Cellon](#); [Pete Pazos](#)  
**Cc:** [Mike Novak](#); [Joel Speight](#)  
**Subject:** FW: RTD Blast Request - Bollard material

Team,

See responses below from the DLA contact. At this point he seems very accommodating and understanding that this project could take a while, the question is how long of a while. He did mention that the property is currently being stored at a leased space and they are wanting to get out as soon as possible. He is suppose to be providing a date for when that lease expires.

For response number 3 below, Mr. Thompson said, during our discussion, that the contractor will be able to upload. However, he does not know how long the contractor will be stationed on location. That is a point that he is trying to get more information from DLA on.

For 6-8, they are requesting a schedule from us. I did tell him that schedule will be significantly impacted by how long the contractor will be on location to provide support.

John, who is facilitating procurement of the transportation and supporting offload at the final destination. Has the final destination been secured?

If transport is being coordinated by TFC, then I would think that someone needs to get with Rico to get started on a solicitation. The FSP transport templates and solicitation will give you a good place to start.

Please let me know if you have any questions.

Thanks,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

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**From:** Thompson, Barry J CIV DLA DISPOSITION SERVICES (USA) <[Barry.Thompson@dla.mil](mailto:Barry.Thompson@dla.mil)>  
**Sent:** Tuesday, November 23, 2021 12:01 PM  
**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION

SERVICES (USA) <[Cassandra.Gilbert@dla.mil](mailto:Cassandra.Gilbert@dla.mil)>; Disp Svcs at San Diego DSR <[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA <[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>

**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>; Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>; Marroquin, Luis R CIV DLA DISPOSITION SERVICES (USA) <[Luis.Marroquin@dla.mil](mailto:Luis.Marroquin@dla.mil)>; Guzman, Luis F CIV DLA DISPOSITION SERVICES (USA) <[Luis.Guzman@dla.mil](mailto:Luis.Guzman@dla.mil)>; Buchanan, Christopher A CIV DLA DISPOSITION SERVICES (USA) <[Christopher.Buchanan@dla.mil](mailto:Christopher.Buchanan@dla.mil)>

**Subject:** RE: RTD Blast Request - Bollard material

## External: Beware of links/attachments

Good morning Kristy,

As discussed during our phone conversation

1. Will GSA/DLA allow the Texas SASP additional time (greater than 21 days) to be able to remove this property from the pickup location? If so, how much time can be authorized?  
[The 21 day timeline can be extended due to the large quantity of property. I am waiting on responses and will provide you with an expected timeline once received.](#)
2. What is the actual physical address for the pickup location?  
[There is no physical address, the coordinates are as follows. I will work with the Army Corps of Engineers to set a meeting point for the drivers.](#)  
[32°33'29.29"N 116°52'44.10"W](#)
3. What upload capabilities will be available to support removal from the pickup location?  
[The Army Corps of Engineers has a contractor on site that will be available for loading.](#)
4. What days and times can property be picked up?  
[The property can be picked up Monday-Friday from 06:00 am PST to 04:30 pm PST. There will need to be prior coordination and a pick up schedule to ensure that the contractor has loading personnel on site.](#)
5. Are there any particular access restrictions that the driver needs to meet? COVID-19 or Vaccination Requirements?  
[There are no restrictions or vaccine requirements at the site. Drivers are expected to maintain social distancing.](#)
6. Are there any delivery scheduling requirements?  
[The Army Corps of Engineers would like for you to provide a pickup schedule to include. First removal date, quantity of trucks per day and truck arrival times.](#)
7. How much advanced notice is needed for each pickup?  
[A pick up schedule will need to be coordinated ASAP and should be met.](#)
8. Who will be the POC for each pickup?  
[The Army Corps of Engineers will provide a POC once a pick up schedule is set.](#)

V/R

Barry Thompson  
Site Lead

619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

**DSR:** [Jane.Simmons@dla.mil](mailto:Jane.Simmons@dla.mil) 619-348-7870

**DSR** [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) 915-490-8273

**Warehouse Lead:** [Enrique.Aguilera@dla.mil](mailto:Enrique.Aguilera@dla.mil) 619-495-0028

**Environmental:** [Sergio.Rhoads@dla.mil](mailto:Sergio.Rhoads@dla.mil) 619-348-8877

**Environmental:** [Ramiro.Charles@dla.mil](mailto:Ramiro.Charles@dla.mil) 805-216-3914

**Environmental:** [Wendy.Shindledecker@dla.mil](mailto:Wendy.Shindledecker@dla.mil) 619-695-4668



Have a comment or suggestion for us? Please click the link below.

<https://ice.disa.mil/index.cfm?fa=card&s=683&sp=128709&dep=%2aDoD>

---

**From:** Thompson, Barry J CIV DLA DISPOSITION SERVICES (USA) <[Barry.Thompson@dla.mil](mailto:Barry.Thompson@dla.mil)>

**Sent:** Tuesday, November 23, 2021 9:17 AM

**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>; Disp Svcs at San Diego DSR <[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA <[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>

**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>; Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>; Marroquin, Luis R CIV DLA DISPOSITION SERVICES (USA) <[Luis.Marroquin@dla.mil](mailto:Luis.Marroquin@dla.mil)>; Guzman, Luis F CIV DLA DISPOSITION SERVICES (USA) <[Luis.Guzman@dla.mil](mailto:Luis.Guzman@dla.mil)>; Buchanan, Christopher A CIV DLA DISPOSITION SERVICES (USA) <[Christopher.Buchanan@dla.mil](mailto:Christopher.Buchanan@dla.mil)>

**Subject:** RE: RTD Blast Request - Bollard material

Good morning Kristy,

I am sure that we can extend the removal timeframe past 21 days, but we will need to ensure that there is a constant outbound flow of the property.

The property is located on land that is being leased by the customer who has this material and they would like to get the property removed quickly so that they don't have to continue paying to lease the land.

I will find out what timeline will be authorized for the removal from our Headquarters. Prior

to me asking HQ, what do you believe would be a feasible timeline to get this property removed?  
There is an estimated 215 truck-loads of this property.

There is no physical address for this material, I can provide the coordinates, but would like to confirm an address with the customer where the driver can meet them to be escorted.

I'm working on the details of your other questions and will provide the responses to you once received.

V/R

Barry Thompson  
Site Lead  
619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

**DSR:** [Jane.Simmons@dla.mil](mailto:Jane.Simmons@dla.mil) 619-348-7870

**DSR** [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) 915-490-8273

**Warehouse Lead:** [Enrique.Aguilera@dla.mil](mailto:Enrique.Aguilera@dla.mil) 619-495-0028

**Environmental:** [Sergio.Rhoads@dla.mil](mailto:Sergio.Rhoads@dla.mil) 619-348-8877

**Environmental:** [Ramiro.Charles@dla.mil](mailto:Ramiro.Charles@dla.mil) 805-216-3914

**Environmental:** [Wendy.Shindledecker@dla.mil](mailto:Wendy.Shindledecker@dla.mil) 619-695-4668



Have a comment or suggestion for us? Please click the link below.

<https://ice.disa.mil/index.cfm?fa=card&s=683&sp=128709&dep=%2aDoD>

---

**From:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>

**Sent:** Tuesday, November 23, 2021 8:05 AM

**To:** Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>;  
Disp Svcs at San Diego DSR <[DRMSSanDiegoDSR@dla.mil](mailto:DRMSSanDiegoDSR@dla.mil)>; Sandra Klar - 9QSCA  
<[sandra.klar@gsa.gov](mailto:sandra.klar@gsa.gov)>

**Cc:** Dennis Hegarty <[Dennis.Hegarty@tfc.texas.gov](mailto:Dennis.Hegarty@tfc.texas.gov)>; Megan Sim <[Megan.Sim@tfc.texas.gov](mailto:Megan.Sim@tfc.texas.gov)>;  
Abianna Daugherty <[Abianna.Daugherty@tfc.texas.gov](mailto:Abianna.Daugherty@tfc.texas.gov)>

**Subject:** [Non-DoD Source] RE: RTD Blast Request - Bollard material

Good morning all. Please see attached, recently approved SF123 for the bollard material in San Diego. In prepping for this project, due to the large volume and obvious logistical challenges, we have some preliminary questions:

1. Will GSA/DLA allow the Texas SASP additional time (greater than 21 days) to be able to remove this property from the pickup location? If so, how much time can be authorized?
2. What is the actual physical address for the pickup location?
3. What upload capabilities will be available to support removal from the pickup location?
4. What days and times can property be picked up?
5. Are there any particular access restrictions that the driver needs to meet? COVID-19 or Vaccination Requirements?
6. Are there any delivery scheduling requirements?
7. How much advanced notice is needed for each pickup?
8. Who will be the POC for each pickup?.

We look forward to hearing from you and to working with you on this large pickup.

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Gilbert, Casandra L (Cassie) CIV DLA DISPOSITION SERVICES (USA) <[Casandra.Gilbert@dla.mil](mailto:Casandra.Gilbert@dla.mil)>  
**Sent:** Tuesday, November 2, 2021 9:31 AM  
**To:** [chris.carlson@azdoa.gov](mailto:chris.carlson@azdoa.gov); Kerry Suson <[kerry.suson@azdoa.gov](mailto:kerry.suson@azdoa.gov)>; Barela, Christopher M., GSD <[christopher.barela@state.nm.us](mailto:christopher.barela@state.nm.us)>; Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Federal.Surplus <[federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov)>  
**Subject:** FW: RTD Blast Request

**External: Beware of links/attachments**

Good Morning All,  
I had sent out a blast a few weeks back regarding this Bollards (border wall material) that is being turned in to us by the US Army Corp of Engineers. I just wanted to let you know it is now in GSA Screening cycle.

***Casandra (Cassie) Gilbert***  
DLA Disposition Services-OIR  
Reutilization/Transfer/Donation Office  
OFFICE: (269)961-7657  
CELL: (269) 762-3942

The San Diego site just place 1,718 – Grouted Steel Bollard Panels 4' X 32' on record as a receipt in place.

There is quite a bit of value in this material, but it is very specific and may need a push in order to gain traction for possible REUT.

Would you be able to send out a “RTD Blast” or provide to customers who could potentially use this material?

I have attached the 1348 and photos of the material.

The information that I have is as follows:

Material: Grouted steel bollard panels - (pre-grouted approximately 10-12 ft)

Dimensions: 4ft x 32ft

Weight: Estimated 4,500 lbs. per panel

V/R

Barry Thompson  
Site Lead  
619-512-0881  
442-222-0134  
DLA Disposition Services San Diego, CA

**Disposition Services San Diego contact info:**

**DSR:** [jane.Simmons@dla.mil](mailto:jane.Simmons@dla.mil) **619-348-7870**

**DSR** [Ezequiel.Vasquez@dla.mil](mailto:Ezequiel.Vasquez@dla.mil) **915-490-8273**

**Warehouse Lead:** [Enrique.Aguilera@dla.mil](mailto:Enrique.Aguilera@dla.mil) **619-495-0028**

**Environmental:** [Sergio.Rhoads@dla.mil](mailto:Sergio.Rhoads@dla.mil) **619-348-8877**

**Environmental:** [Ramiro.Charles@dla.mil](mailto:Ramiro.Charles@dla.mil) **805-216-3914**

**Environmental:** [Wendy.Shindledecker@dla.mil](mailto:Wendy.Shindledecker@dla.mil) **619-695-4668**



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<https://ice.disa.mil/index.cfm?fa=card&s=683&sp=128709&dep=%2aDoD>



**From:** [Richard Cellon](#)  
**To:** [Richard Glancey](#)  
**Cc:** [Mike Novak](#); [Kristy Fierra](#); [John Raff](#); [Pete Pazos](#)  
**Subject:** RE: surplus wall material  
**Date:** Tuesday, October 19, 2021 1:01:44 PM  
**Attachments:** [image001.png](#)  
[6C5BF45C1D8E4F368DAA2FD1EFA4D930.png](#)

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## External: Beware of links/attachments

Thanks Rick. I agree with Mike's comments below that "this is complicated". That said, based on the information we've gleaned to date, it deserves further consideration before any final decision is made. From a technical perspective, the pre-fabricated wall panels seem to be the principal item worth pursuing.

The Program Manager (Michael Baker – Huitt-Zollars (MBHZ) JV) is generating a cost-benefit analysis, as well as exploring how to integrate these materials into the program. They're also performing some visual inspections of stored materials across the Southwest border.

Kristy's summary below mistakenly indicates I spoke with General Ulis, and I'm sure I must not have been clear in that regard – I have not spoken with him. I did speak last with James Reed at DLA who is a personal friend of General Ulis. I spoke with Mr. Reed again today, and he indicated the excess material was now available in the DLA system (receipted in place in San Diego, CA) if we still wanted it. Regarding specifically pre-fabricated wall panels, he offered the inventory lists 1718 panels on hand, dimensions 4 ft x 32 ft, weight 4500 #/panel, estimating 215 trucks to transport.

To get to the answer of whether to pursue, I propose the following:

- MBHZ continue cost-benefit analysis and visual inspection diligence, as well as determining how to incorporate these materials into the TBI Program.
- A conference call between Kristy, me and any other appropriate staff with James Reed and the Disposition Services team at DLA to answer any questions we may have (e.g. Will they provide transport? Do we have to receive the entire inventory at once, or can it be scheduled in stages? Is there a time window by which we must decide? Etc.). *My thought is for this call to be in the next couple of days.*
- Evaluate State agency options for transporting, storing, and distributing these materials, including estimated costs. Simultaneously validate these costs can be funded with TBI Program dollars.
- Approach TxDOT and TMD to explore their capabilities and willingness to support this effort.

Obviously, these four bullets are a lot, but again, pursuit seems justified if the transfer is at no or low cost to the State.

I'll reach out to our multi-agency points of contact at TxDOT and TMD, and will call Kristy to coordinate the conference call with DLA.

Please don't hesitate to let me know if you have questions or concerns, or if you have a better approach.

Best regards,  
Rich

Richard Cellon, PE  
(m) 240-620-9305

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**From:** [Richard Glancey](#)  
**Sent:** Tuesday, October 19, 2021 10:40 AM  
**To:** [Richard Cellon](#)  
**Cc:** [Mike Novak](#)  
**Subject:** FW: surplus wall material

Richard,

Mike gave me a quick rundown on the call this morning so that I can prep for the governor's staff's call. In our discussion about the surplus material, I'm not sure everyone understands the complexity of deeming the material as salvage and recouping a potential profit.

**See the item below I highlighted with regards to rules in play for Surplus.** I told Mike I would make sure we were all working from the same page.

Regards,

Richard "Rick" Glancey - Director  
Government Relations - External Communications  
o (512) 936-1788 | c (512) 636-0463  
**Texas Facilities Commission**  
*Our Legacy: Build. Support. Maintain.*

---

**From:** Mike Novak <michael.novak@tfc.texas.gov>  
**Sent:** Thursday, October 14, 2021 7:42 PM  
**To:** Kristy Fierro <Kristy.Fierro@tfc.texas.gov>  
**Cc:** Richard Glancey <Richard.Glancey@tfc.texas.gov>; Joel Speight <Joel.Speight@tfc.texas.gov>; John Raff <John.Raff@tfc.texas.gov>; Veronica Perez <veronica.perez@tfc.texas.gov>  
**Subject:** Re: surplus wall material

This is a complicated scenario as Rick knows. Let's schedule a zoom call on Monday to discuss.

Veronica is on leave tomorrow but she can schedule a time on Monday when she gets into the office. The world will not come to an end if we discuss on Monday or Tuesday. Veronica, please include Admiral Cellon on the invite. Thanks.

Sent from my iPad ... Mike Novak

On Oct 14, 2021, at 7:23 PM, Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)> wrote:

All, I have already gone over this information with Rick earlier this afternoon and he suggested a written recap.

I received a call this afternoon from Richard Cellon.

Mr. Cellon contacted General Ullis and discussed the surplus wall material. In all, the material is 56 miles worth of prefabricated metal wall panels, some of which may already be filled with concrete and others are not.

General Ullis discussed one option they had considered would be a military-to-military transfer. This would be a transfer through the DLA via the DPS 1033 Law Enforcement Support Operations (LESO) program, as a transfer to the Texas Military Department. This option has its benefits because a military to military transfer is first in line for any surplus allocation from the federal government. For LESO program information, visit <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>

Transfer through the Federal Surplus Program would be next in the priority line. That transfer would be through the General Services Commission to the Texas SASP (our federal program) and then to TFC, which is an eligible State-level program participant. GSA could either work with DLA to have the property listed in the GSAXcess system and we could request it, or the GSA/DLA could recommend a manual SF123 which bypasses the screening process and I would just sign for the property. The attached notice is from DLA to the SASPS regarding US Army Corp of Engineers bollard panels turned in to DLA Services San Diego (the notification contains photos). This notification method might also be the same used for the material in Texas, meaning, the material may never be input into the RTD or GSAXcess system.

If the property is wanted and usable for the project, we could send a preemptive letter to the DLA and GSA to voice our interest in the property (considered a donee special request).

**Challenges -**

- Federal compliance requirements - Both programs, LESO and the Federal Donation programs have conditions of use. Property obtained through the donation program must be put to use within 1 year of acquiring the asset, in addition, the property must be used for a period of 18 months. **If the wall material is not suitable for the final build plan, it could not be sold, and if it was sold, the money would have to go back to the federal government.** DPS would need to better explain the LESO compliance requirements.
- Transportation - Mr. Cellon also mentioned the possibility of getting TxDOT to handle the transportation.

I know that they could not help us repair our parking lot per the Texas Government Code's Interagency Cooperation Act. Maybe transportation is different.

Sec. 771.003. AUTHORITY TO CONTRACT; EXCEPTIONS. (a) An agency may agree or contract with another agency for the provision of necessary and authorized services and resources.

(b) An agency may not construct a highway, road, building, or other structure for another agency under this chapter, except that the Texas Department of Transportation may enter into an interagency agreement with a state college, university, or public junior college for the maintenance, improvement, relocation, or extension of existing on-campus streets, parking lots, and access-ways.

(c) An agency may not provide services or resources to another agency that are required by Article XVI, Section [21](#), of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder.

- Loading – some DLA locations offer assistance in loading while others do not which would require crane support to onload and offload. According to Mr. Cellon, the DLA mentioned that 8 sections could fit on a standard flatbed; however, if the sections are already filled with concrete, only three could be hauled at a time.

I am scheduled off tomorrow. Rick mentioned discussing this on or after the exec call. If you need me on the call, or after, please let me know.

Thank you,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>  
**Sent:** Wednesday, October 13, 2021 4:45 PM  
**To:** Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)>  
**Cc:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>; Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Veronica Perez <[veronica.perez@tfc.texas.gov](mailto:veronica.perez@tfc.texas.gov)>; Pete Pazos <[rpazos71@gmail.com](mailto:rpazos71@gmail.com)>  
**Subject:** Re: surplus wall material

**External: Beware of links/attachments**

Mike,  
Yes, we can get MBHZ's help on this.  
Best regards,  
Rich

Sent from my iPhone

On Oct 13, 2021, at 4:48 PM, Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)> wrote:

**Thanks, Rich – Is this something you can inject into the scope of our Program Management firm for due diligence and follow up?**

**Mike Novak**  
**Executive Director**  
**Texas Facilities Commission**  
**[512.463.0929](tel:512.463.0929)**  
**[1711 SAN JACINTO BLVD | AUSTIN, TEXAS 78701](#)**

---

**From:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>  
**Sent:** Wednesday, October 13, 2021 3:28 PM  
**To:** Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)>; Kristy Fierro

<[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Richard Glancey  
<[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>  
**Cc:** Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; John Raff  
<[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Veronica Perez  
<[veronica.perez@tfc.texas.gov](mailto:veronica.perez@tfc.texas.gov)>; Pete Pazos <[rpazos71@gmail.com](mailto:rpazos71@gmail.com)>  
**Subject:** RE: surplus wall material

### External: Beware of links/attachments

Mike,

Thank you for including me in this email string. I made contact this afternoon with DLA. I spoke with James Reed, DoD Demilitarization Program Manager. It was a very cordial and informative conversation. Some border wall materials in California are already in the DLA system, and they have been “receipted in place” due to either the impracticality or cost of shipping. No Texas materials have been received yet, and he was unaware of any timeline – they are dependent on the Army Corps of Engineers’ efforts in that regard.

I believe next steps involve additional diligence regarding the specific materials and locations in Texas, and the best mechanisms for potential transfer. We also need to explore different approaches for integrating these materials into our TBI Program, which is not as easy as it may seem at first blush. “Government furnished materials” in construction projects introduce a number of pros and cons.

It’s great Kristy is familiar with the process and TFC already has an active account in the system. It’s also very positive we’re having these discussions, and I look forward to continuing to work toward the right outcome.

More to follow.

Best regards,  
Rich

Richard Cellon, PE  
(m) 240-620-9305

#### **THE BROADDUS COMPANIES**

*We exist to advocate for owners and dramatically improve the building process*

**From:** Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)>  
**Sent:** Wednesday, October 13, 2021 3:22:32 PM  
**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Richard Glancey  
<[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>; Richard Cellon

<[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>

**Cc:** Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; John Raff

<[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Veronica Perez

<[veronica.perez@tfc.texas.gov](mailto:veronica.perez@tfc.texas.gov)>

**Subject:** RE: surplus wall material

**I am including Admiral Rich Cellon (Broaddus) on this email correspondence. As of yesterday Rich was attempting to contact the appropriate DLA person ... had left him a message.**

**Rich - Might be helpful if you could inform all on this email when you make contact and suggest next steps. Thanks.**

**Mike Novak**

**Executive Director**

**Texas Facilities Commission**

**[512.463.0929](tel:512.463.0929)**

**[1711 SAN JACINTO BLVD | AUSTIN, TEXAS 78701](#)**

---

**From:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>

**Sent:** Wednesday, October 13, 2021 2:05 PM

**To:** Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>

**Cc:** Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; John Raff

<[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)>

**Subject:** RE: surplus wall material

Rick, if DLA asks, TFC already has an active account with the Federal Surplus Program (TXSASP), we could easily assist in facilitation of the paperwork aspect of the transfer. And my donation numbers would be awesome for the year already

Thanks,

Kristy Fierro

Director

State and Federal Surplus Property Program

Texas Facilities Commission

Office: (512) 463-3458

Cell: (512) 507-7643

Fax: (512) 236-6173

**[www.SurplusTexas.gov](http://www.SurplusTexas.gov)**

---

**From:** Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>  
**Sent:** Wednesday, October 13, 2021 1:23 PM  
**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Mike Novak <[michael.novak@tfc.texas.gov](mailto:michael.novak@tfc.texas.gov)>  
**Subject:** RE: surplus wall material  
**Importance:** High

All,

I'm aware of the DLA program offer to Texas. It came by way of the Governor's Office yesterday, and we have direct contact with a DLA Rep at Fort Belvoir. Mike is aware, and Broaddus is working on that angle as I write this email.

Standby until resolved at that level.

Mike – I'll defer to you since our last conversation late yesterday.

Regards,

Richard "Rick" Glancey - Director  
Government Relations - External Communications  
o (512) 936-1788 | c (512) 636-0463  
**Texas Facilities Commission**  
*Our Legacy: Build. Support. Maintain.*

---

**From:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>  
**Sent:** Wednesday, October 13, 2021 1:13 PM  
**To:** Joel Speight <[Joel.Speight@tfc.texas.gov](mailto:Joel.Speight@tfc.texas.gov)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>  
**Cc:** Richard Glancey <[Richard.Glancey@tfc.texas.gov](mailto:Richard.Glancey@tfc.texas.gov)>  
**Subject:** surplus wall material

I received a call earlier this morning from Marios Parpounas with the Governor's office. He is asking that we be on the lookout for, what has been reported in the media, as several thousand excess panels from the federal border wall project. This surplus could very well be made available through the FSP program. Do you want us to research or put in a request if we see these items come up in the federal system?

Thanks,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Office: (512) 463-3458  
Cell: (512) 507-7643  
Fax: (512) 236-6173  
[www.SurplusTexas.gov](http://www.SurplusTexas.gov)





**From:** [Kristy Fierro](#)  
**To:** [Pete Pazos](#); [Richard Cellon](#); [John Raff](#)  
**Cc:** [Mike Novak](#); [Joel Speight](#)  
**Bcc:** [Megan Sim](#); [abianna.daugherty@tfc.texas.gov](mailto:abianna.daugherty@tfc.texas.gov); [Dennis Hegarty](#)  
**Subject:** RE: TFC Border Wall  
**Date:** Monday, November 22, 2021 5:18:00 PM  
**Attachments:** [482903806.PDF](#)

---

Good afternoon all, please see attached fully approved transfer document for the wall material. Tomorrow I would like to sent an email to DLA/GSA with a list of questions pertaining to removal. Please review the list below and make suggestions and or add questions as you feel necessary. The clock technically starts on the day of the GSA allocation, which is today.

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1. Will GSA/DLA allow the Texas SASP additional time (greater than 21 days) to be able to remove this property from the pickup location?
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7. How much advanced notice is needed for each pickup?
8. Who will be the POC for each pickup?.

Thank you,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Pete Pazos <ppazos@broaddususa.com>  
**Sent:** Monday, November 22, 2021 11:12 AM  
**To:** Kristy Fierro <Kristy.Fierro@tfc.texas.gov>; Richard Cellon <rcellon@broaddususa.com>  
**Cc:** John Raff <John.Raff@tfc.texas.gov>  
**Subject:** Re: TFC Border Wall

**External: Beware of links/attachments**

Kristy

Thanks for the update and good to know that Texas remains the only interested party - not a

huge surprise. I suspect it is very likely that this will be a slow week based on the upcoming holiday. In terms of future coordination, it will be interesting to understand DLA's desire to work with Texas if the request is approved. We have conducted preliminary coordination for potential storage locations in Texas, but much will depend on timing and ability to negotiate with DLA.

In terms of the email you received from Mr. Sullivan (R&R Express), it is hard to tell where the connection came from. We have been discussing the potential of Texas pursuing excess border materials from the Federal Program with multiple state agencies - any number of folks could have made the connection and perhaps are trying to help. My recommendation is to send a short note back to Mr Sullivan stating that Texas is still coordinating with the Federal Government and has not made a decision on how materials will be transported, if required. Below I offer a potential reply for you to close the loop. If you are more comfortable, I can engage with Mr Sullivan to close the loop.

----- Proposed Email -----

Mr Sullivan,

Thanks for your email on offering transportation services for border wall materials located in California that the State of Texas has potential interest in obtaining. I appreciate your interest to support this important mission but I would like you to know that I am only in charge of the state's Federal Surplus Property Program and not any associated procurement action if the materials require transportation. I recommend that you continue to monitor the Texas Facilities Commission (TFC) solicitations in the event that a separate contact is required. All Texas open solicitations are available at <http://www.txsmartbuy.com/esbd> (on this site you can narrow your query to TFC).

Again, thanks for your interest in supporting Texas.

Best regards

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission

-----  
Hope the above helps, and look forward to getting updates on how the request progresses.

Best regards

Pete

Rafael "Pete" Pazos  
571-364-3286

---

**From:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>

**Sent:** Monday, November 22, 2021 11:13 AM

**To:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>; Pete Pazos <[ppazos@broaddususa.com](mailto:ppazos@broaddususa.com)>; John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>

**Subject:** FW: TFC Border Wall

Good morning all, the allocation has not been processed yet, but we are still the only ones requesting.

I received the attached email from Robert Sullivan with R&R Express shipping. They are inquiring about shipping the material to Roma TX.

Do any of you know of this company and perhaps shared my contact information? I am not sure how they would know that we had even asked for it.

Thanks,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>

**Sent:** Tuesday, November 16, 2021 2:11 PM

**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>

**Cc:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Pete Pazos <[ppazos@broaddususa.com](mailto:ppazos@broaddususa.com)>

**Subject:** RE: TFC Border Wall

**External: Beware of links/attachments**

Thanks very much Kristy. Fingers crossed!

Best regards,

Rich

Richard Cellon, PE  
(m) 240-620-9305

**THE BROADDUS COMPANIES**

*We exist to advocate for owners and dramatically improve the building process*

---

**From:** [Kristy Fierro](#)

**Sent:** Tuesday, November 16, 2021 2:29 PM

**To:** [Richard Cellon](#)

**Cc:** [John Raff](#); [Pete Pazos](#)

**Subject:** RE: TFC Border Wall

All, a quick update to the group. We have been watching the allocation of the wall material, and GSA has decided to extend the request period through 11/20. We are still the only request. My team will continue to monitor and will let you know when the status changes. A word of caution in that, when DLA has done this in the past, sometimes the items disappear and are never visible again. Will keep you posted.

Thanks,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
Texas Facilities Commission  
Cell: (512) 507-7643  
Fax: (512) 236-6173

---

**From:** Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>

**Sent:** Tuesday, November 9, 2021 3:05 PM

**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>

**Cc:** John Raff <[John.Raff@tfc.texas.gov](mailto:John.Raff@tfc.texas.gov)>; Pete Pazos <[ppazos@broaddususa.com](mailto:ppazos@broaddususa.com)>

**Subject:** FW: TFC Border Wall

### External: Beware of links/attachments

Kristy,

Attached for your information/use is our estimate for transportation of the excess wall panels from San Diego to Roma. It may be off a truckload or two based on the slightly incorrect numbers of panels I had provided our estimator (1718 vice 1705), but it is order of magnitude right. Note the estimate of 18 days just to load all of the panels.

Please don't hesitate to let me know if you have any questions or concerns.

Best regards,

Rich

Richard Cellon, PE  
(m) 240-620-9305

**THE BROADDUS COMPANIES**

*We exist to advocate for owners and dramatically improve the building process*

DATE: 11/22/21

TO: FIERRO, KRISTY  
FEDERAL SURPLUS PROPERTY DIVISION  
(FAX) 000-000-0000

FROM: Federal Acquisition Service / QSC

Dear SASP Approving Official:

Attached is a GSA Allocating Official (AO) electronically approved computer generated Transfer Order for Surplus Property.

Please coordinate pick up of your property items by contacting the Reporting activity or Property Custodian listed on the attached Transfer Order.

If you have any questions, you may contact either the GSA AO or the Reporting Activity listed in the Transfer Order.

TRANSFER ORDER (NUMBER: 48 2 9038 06)  
SURPLUS PERSONAL PROPERTY

To: General Services Administration:           Ordering Agency: Agency Bureau: 4757

GSA/FSS (9QSCB)  
PROPERTY MANAGEMENT DIVISION  
50 UNITED NATIONS PLAZA, RM 2570  
SAN FRANCISCO           CA 94102

FEDERAL SURPLUS PROPERTY DIVISION  
2103 ACKERMAN ROAD  
SAN ANTONIO           TX 78219

APO: SANDRA KLAR  
415-522-3041           (FAX) 415-522-3043

HEGARTY, DENNIS  
512-418-6311  
FIERRO, KRISTY  
(FAX) 000-000-0000

Reporting Activity: Agency Bureau: 9715

Ship To:  
-----

DLA DS San Diego  
5255 WOMBLE STREET, B3642 SUITE 1

San Diego           CA 92136

FEDERAL SURPLUS PROPERTY DIVISION  
2103 ACKERMAN ROAD  
SAN ANTONIO           TX 78219

JANE SIMMONS  
619-348-7870           (FAX) 760-725-3309

Shipping Instructions:  
-----

Location of Property:  
-----

N32.55569, W116.88473  
(STREET ADDRESS NOT AVAILABLE)

SAN DIEGO           CA 92136  
EZEQUIEL VASQUEZ  
915-490-8273           (FAX) 760-725-3309

GSA APO Email : SANDRA.KLAR@GSA.GOV  
Screener Email : DENNIS.HEGARTY@TFC.TEXAS.GOV  
POC Email : DRMSSanDiegoDSR@DLA.MIL  
POC Email CC : DRMSSanDiegoDSR@DLA.MIL  
Custodian Email: DRMSSanDiegoDSR@DLA.MIL

The State agency agrees to the terms and conditions of this transfer as outlined in the SF 123 Certifications, Agreements, and Assurances certification document executed on 10/25/2019.

Ordering Agency Approval:  
Signature: Sd/- FIERRO, KRISTY  
Date: 11/22/2021  
Title: Approving Official

GSA Approval:  
Signature: Sd/- GOROSPE, SHARON  
Date: 11/22/2021  
Title: GSA Area Property Officer

Item Control No.	Stock No.	ITEM LIST	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
W50VBV 1274 T009	5670 DSBLDGCMP	BUILDING COMPONENTS, PREFABRICATED	1718	\$3,500.00	EA	A1	
SRD: 20NOV2021 Demil: A							Requisition No: 47749T 1326 D381

Grand Total for 1 Line(s): \$6,013,000.00

Exception to SF-123 approved by GSA Form Policy and Management, view the certification at [https://gsaccess.gov/htm/docs/SF123\\_Certification.pdf](https://gsaccess.gov/htm/docs/SF123_Certification.pdf).

**From:** [Kristy Fierro](#)  
**To:** [Pete Pazos](#); [Richard Cellon](#); [John Raff](#)  
**Cc:** [Mike Novak](#); [Joel Speight](#)  
**Subject:** RE: TFC Border Wall  
**Date:** Monday, November 22, 2021 5:18:53 PM  
**Attachments:** [482903806.PDF](#)

---

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Thank you,

Kristy Fierro  
Director  
State and Federal Surplus Property Program  
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Cell: (512) 507-7643  
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---

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**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>; Richard Cellon <[rcellon@broaddususa.com](mailto:rcellon@broaddususa.com)>  
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Again, thanks for your interest in supporting Texas.

Best regards

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Director  
State and Federal Surplus Property Program  
Texas Facilities Commission

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Best regards

Pete

Rafael "Pete" Pazos  
571-364-3286

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Thanks very much Kristy. Fingers crossed!

Best regards,

Rich

Richard Cellon, PE  
(m) 240-620-9305

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---

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**Sent:** Tuesday, November 16, 2021 2:29 PM  
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**Cc:** [John Raff](#); [Pete Pazos](#)  
**Subject:** RE: TFC Border Wall

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**To:** Kristy Fierro <[Kristy.Fierro@tfc.texas.gov](mailto:Kristy.Fierro@tfc.texas.gov)>  
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Rich

Richard Cellon, PE  
(m) 240-620-9305

**THE BROADDUS COMPANIES**

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DATE: 11/22/21

TO: FIERRO, KRISTY  
FEDERAL SURPLUS PROPERTY DIVISION  
(FAX) 000-000-0000

FROM: Federal Acquisition Service / QSC

Dear SASP Approving Official:

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If you have any questions, you may contact either the GSA AO or the Reporting Activity listed in the Transfer Order.

TRANSFER ORDER (NUMBER: 48 2 9038 06)  
SURPLUS PERSONAL PROPERTY

To: General Services Administration:      Ordering Agency: Agency Bureau: 4757

GSA/FSS (9QSCB)  
PROPERTY MANAGEMENT DIVISION  
50 UNITED NATIONS PLAZA, RM 2570  
SAN FRANCISCO CA 94102

FEDERAL SURPLUS PROPERTY DIVISION  
2103 ACKERMAN ROAD  
SAN ANTONIO TX 78219

APO: SANDRA KLAR  
415-522-3041                      (FAX) 415-522-3043

HEGARTY, DENNIS  
512-418-6311  
FIERRO, KRISTY  
(FAX) 000-000-0000

Reporting Activity: Agency Bureau: 9715

Ship To:  
-----

DLA DS San Diego  
5255 WOMBLE STREET, B3642 SUITE 1

San Diego CA 92136

FEDERAL SURPLUS PROPERTY DIVISION  
2103 ACKERMAN ROAD  
SAN ANTONIO TX 78219

JANE SIMMONS  
619-348-7870                      (FAX) 760-725-3309

Shipping Instructions:  
-----

Location of Property:  
-----

N32.55569, W116.88473  
(STREET ADDRESS NOT AVAILABLE)

SAN DIEGO CA 92136  
EZEQUIEL VASQUEZ  
915-490-8273                      (FAX) 760-725-3309

GSA APO Email : SANDRA.KLAR@GSA.GOV  
Screener Email : DENNIS.HEGARTY@TFC.TEXAS.GOV  
POC Email : DRMSSanDiegoDSR@DLA.MIL  
POC Email CC : DRMSSanDiegoDSR@DLA.MIL  
Custodian Email: DRMSSanDiegoDSR@DLA.MIL

The State agency agrees to the terms and conditions of this transfer as outlined in the SF 123 Certifications, Agreements, and Assurances certification document executed on 10/25/2019.

Ordering Agency Approval:  
Signature: Sd/- FIERRO, KRISTY  
Date: 11/22/2021  
Title: Approving Official

GSA Approval:  
Signature: Sd/- GOROSPE, SHARON  
Date: 11/22/2021  
Title: GSA Area Property Officer

Item Control No.	Stock No.	ITEM LIST	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
W50VBV 1274 T009	5670 DSBLDGCMP	BUILDING COMPONENTS, PREFABRICATED	1718	\$3,500.00	EA	A1	
SRD: 20NOV2021 Demil: A							Requisition No: 47749T 1326 D381

Grand Total for 1 Line(s): \$6,013,000.00

Exception to SF-123 approved by GSA Form Policy and Management, view the certification at [https://gsaccess.gov/htm/docs/SF123\\_Certification.pdf](https://gsaccess.gov/htm/docs/SF123_Certification.pdf).

**From:** [Lee Kaplan](#)  
**To:** [Bormann, Michael](#)  
**Cc:** [Gilbert Brindley](#); [Trimble, Craig](#); [Martin Smith](#); [John Raff](#); [Tim Murphy](#); [Carolyn Nielsen](#); [Alejandro Toscano](#); [Cesar Garcia](#); [Steven Posillico](#); [Victor Pena](#); [Rick Silva](#); [Candas "Johndosh" Aksoy](#); [Miller, Dennis](#); [John Trotta](#)  
**Subject:** Submittal - Environmental Protection Plan  
**Date:** Tuesday, November 23, 2021 9:27:14 AM  
**Attachments:** [TFC RGV 09 EPP 20211121.pdf](#)

---

## External: Beware of links/attachments

Mike,

Please find our Environmental Protection Plan (EPP) for the project attached.

At some point today, ill send out a summary list of our submittals thus far. We will also work on getting set up with Project Mates.

Lee

**Lee Kaplan, P.G., MPH** | *Project Executive*

**Posillico**  
1750 New Highway | Farmingdale, NY 11735  
P 631.390.5770  
C 917.868.5472  
[www.posillicoinc.com](http://www.posillicoinc.com)



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**From:** [Lee Kaplan](#)  
**To:** [Bormann, Michael](#)  
**Cc:** [Gilbert Brindley](#); [Trimble, Craig](#); [Martin Smith](#); [John Raff](#); [Tim Murphy](#); [Carolyn Nielsen](#); [Alejandro Toscano](#); [Cesar Garcia](#); [Steven Posillico](#); [Victor Pena](#); [Rick Silva](#); [Candas "Johndosh" Aksoy](#); [Miller, Dennis](#); [John Trotta](#)  
**Subject:** Submittal - Preliminary "45 Day" Schedule  
**Date:** Tuesday, November 23, 2021 7:54:05 AM  
**Attachments:** [OneDrive 2 11-23-2021.zip](#)

---

## External: Beware of links/attachments

Mike,

Attached is the Preliminary schedule for the first 45 days and associated narrative. I am also including the scheduler qualifications and contact information. An expanded initial schedule will follow in the next few weeks. Please contact me with any questions.

Regards,

Lee

**Lee Kaplan, P.G., MPH** | *Project Executive*

**Posillico**  
1750 New Highway | Farmingdale, NY 11735  
P 631.390.5770  
C 917.868.5472  
[www.posillicoinc.com](http://www.posillicoinc.com)



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**From:** [John Raff](#)  
**To:** [Gilbert Brindley](#); [Trimble, Craig](#); ["Riera, Alfonso"](#); [dcwagner@mbakerintl.com](mailto:dcwagner@mbakerintl.com); [Richard Cellon](#); [Pete Pazos](#)  
**Subject:** Texas Border Infrastructure Project

---

TFC FDC is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/██>

Meeting ID: ██████████

Passcode: 4█████████

One tap mobile

+13462487799,,89878675094# US (Houston)

+12532158782,,89878675094# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: ██████████

Find your local number: <https://us02web.zoom.us/j/k9QUBxNPb>



Craig



iMessage

Wed, Sep 22, 6:01 PM

Craig, John Raff here. call me when you get a chance.

Sat, Dec 18, 8:04 AM

How many gates have been left unconstructed in Texas?

Impossible to know; 1) most of TX wall was never designed, 2) of wall designed MBaker only did a 57mi segment never built and they would know that, 3) only CBP may have GIS data gate level data to what was effected by Stop Work Order

Sat, Dec 18, 9:17 AM

I meant to ask of the wall constructed in Texas, how



iMessage





Richard

iMessage

Tue, Nov 2, 11:03 AM

Our meeting is starting

Fri, Nov 12, 7:25 AM

Can you jump on a zoom test meeting at 7:30?

Sorry- just saw this. Can test at your convenience.

Thu, Dec 9, 6:01 PM

John - I know how busy you are but want to provide feedback on a call I just had with the President of Huitt-Zollars. He intends to call you soon. Let me know a time or just call when convenient for you. Thanks. Rich

Fri, Dec 10, 4:18 PM



iMessage





Gil



New name and photo available

Update



Gilbert Brindley

Got it.



Just call me when you're at the main entrance and I'll come down and let you in.

Fri, Nov 12, 8:24 AM

We're downstairs.

Fri, Nov 12, 10:51 AM

Hey John. We're outside.

We need about another 1/2 hour in the conference room. We want to work through the 1.75 mile estimate and break it down so we can review with



iMessage





Gil



**New name and photo available**

**Update**



Gilbert Brindley

down so we can review with you today.

Mon, Nov 15, 3:29 PM

Hey John. Do you have time to jump on a call?

Tue, Nov 16, 7:15 AM



You okay with moving meeting to 1?

Tue, Nov 16, 10:02 AM

Sorry missed that but no problem.

Tue, Nov 16, 3:31 PM



iMessage





Gil



New name and photo available

Update



Gilbert Brindley

Tue, Nov 16, 3:31 PM

John. I need 5 min.

Fri, Nov 19, 11:59 AM

Morning John. Have you got a read in the finalization of contract and DocuSign going out to Joe Posillico?

Fri, Dec 3, 9:13 AM

Can I call you later?

Text Message

Yes sir. Need to discuss the change order. We are burning through the 995k with panel production and I want to keep



iMessage





# Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

## IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly. **Incomplete applications delay approval or result in automatic denial.**

Once processed your permit authorization can be viewed by entering the following link into your internet browser: [http://www2.tceq.texas.gov/wq\\_dpa/index.cfm](http://www2.tceq.texas.gov/wq_dpa/index.cfm) or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

## ePERMITS

**Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).**

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

## APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: <http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
  - Check/Money Order Number: [Click here to enter text.](#)
  - Name printed on Check: [Click here to enter text.](#)
- If payment was made via ePay, provide the following:
  - Voucher Number: [Click here to enter text.](#)
  - A copy of the payment voucher is attached to this paper NOI form.

**RENEWAL** (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization?  Yes  No

If Yes, provide the authorization number here: TXR15

NOTE: If an authorization number is not provided, a new number will be assigned.

**SECTION 1. OPERATOR (APPLICANT)**

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Texas Facilities Commission (TFC)

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Mr.

First and Last Name: John Raff Suffix:

Title: Deputy Executive Director Credentials:

Phone Number: 512-463-3567 Fax Number:

E-mail:

Mailing Address: 1711 San Jacinto

City, State, and Zip Code: Austin, TX 78701

Mailing Information if outside USA:

Territory:

Country Code:  Postal Code:

d) Indicate the type of customer:

Individual

Federal Government

Limited Partnership

County Government

General Partnership

State Government

Trust

City Government

Sole Proprietorship (D.B.A.)

Other Government

Corporation

Other:

Estate

e) Is the applicant an independent operator?  Yes  No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

0-20

251-500

21-100

501 or higher

101-250

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [Click here to enter text](#)

Federal Tax ID: [Click here to enter text](#)

Texas Secretary of State Charter (filing) Number: [Click here to enter text](#)

DUNS Number (if known): [Click here to enter text](#)

## SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

Yes, go to Section 3

No, complete this section

Prefix (Mr. Ms. Miss): Mr.

First and Last Name: Michael De Leon Suffix: [Click here to enter text](#)

Title: Project Engineer Credential: [Click here to enter text](#)

Organization Name: MBI-HZ Joint Venture

Phone Number: 214-871-3311 Fax Number: 214-871-0757

E-mail: mdeleon@huitt-zollars.com

Mailing Address: 5430 Lyndon B Johnson Fwy, Suite 1500

Internal Routing (Mail Code, Etc.): [Click here to enter text](#)

City, State, and Zip Code: Dallas, TX 75240

Mailing information if outside USA:

Territory: [Click here to enter text](#)

Country Code: [Click here to enter text](#) Postal Code: [Click here to enter text](#)

## SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site?

RN [Click here to enter text](#)

(Refer to Section 3.a) of the Instructions)

b) Name of project or site (the name known by the community where it's located): Texas Border Infrastructure Project RFP-1

c) In your own words, briefly describe the type of construction occurring at the regulated site

(residential, industrial, commercial, or other): Panel and roadway construction - industrial

- d) County or Counties (if located in more than one): Starr
- e) Latitude: 26 deg 17' 28.64" N Longitude: 98 deg 40' 12.49" W
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

*Section A:*

Street Number and Name: [Click here to enter text](#)

City, State, and Zip Code: [Click here to enter text](#)

*Section B:*

Location Description: Northwest of La Grulla, Texas

City (or city nearest to) where the site is located: La Grulla, Texas

Zip Code where the site is located: 78582

#### SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
  - Yes, do not submit this form. You must obtain authorization through EPA Region 6.
  - No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
  - Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
  - No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? 971102
- d) What is the Secondary SIC Code(s), if applicable? [Click here to enter text](#)
- e) What is the total number of acres to be disturbed? 108
- f) Is the project part of a larger common plan of development or sale?
  - Yes
  - No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.
- g) What is the estimated start date of the project? Dec. 31, 2021
- h) What is the estimated end date of the project? March 1, 2023
- i) Will concrete truck washout be performed at the site?  Yes  No

- j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? Rio Grande River
- k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach?  
Click here to enter text.
- l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?  
 Yes     No

If Yes, provide the name of the MS4 operator: Click here to enter text.

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

- m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?  
 Yes, complete the certification below.  
 No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.

Yes

## SECTION 5. NOI CERTIFICATION

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).  Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.  Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.  Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000).  Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

## SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Click here to enter text.

Operator Signatory Title: Click here to enter text.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): \_\_\_\_\_ Date: \_\_\_\_\_

# NOTICE OF INTENT CHECKLIST (TXR150000)

Did you complete everything? Use this checklist to be sure!

Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

Confirm each item (or applicable item) in this form is complete. This checklist is for use by the applicant to ensure a complete application is being submitted. **Missing information may result in denial of coverage under the general permit.** (See NOI process description in the General Information and Instructions.)

## APPLICATION FEE

If paying by check:

- Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- Check number and name on check is provided in this application.

If using ePay:

- The voucher number is provided in this application and a copy of the voucher is attached.

## RENEWAL

- If this application is for renewal of an existing authorization, the authorization number is provided.

## OPERATOR INFORMATION

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas. (Call TX SOS 512-463-5555 to verify.)
- Name and title of responsible authority signing the application.
- Phone number and e-mail address
- Mailing address is complete & verifiable with USPS. [www.usps.com](http://www.usps.com)
- Type of operator (entity type). Is applicant an independent operator?
- Number of employees.
- For corporations or limited partnerships – Tax ID and SOS filing numbers.
- Application contact and address is complete & verifiable with USPS. <http://www.usps.com>

## REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- Regulated Entity Number (RN) (if site is already regulated by TCEQ)
- Site/project name and construction activity description
- County
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>
- Site Address/Location. Do not use a rural route or post office box.

## GENERAL CHARACTERISTICS

- Indian Country Lands –the facility is not on Indian Country Lands.

- Construction activity related to facility associated to oil, gas, or geothermal resources
- Primary SIC Code that best describes the construction activity being conducted at the site.  
[www.osha.gov/oshstats/sicser.html](http://www.osha.gov/oshstats/sicser.html)
- Estimated starting and ending dates of the project.
- Confirmation of concrete truck washout.
- Acres disturbed is provided and qualifies for coverage through a NOI.
- Common plan of development or sale.
- Receiving water body or water bodies.
- Segment number or numbers.
- MS4 operator.
- Edwards Aquifer rule.

#### **CERTIFICATION**

- Certification statements have been checked indicating Yes.
- Signature meets 30 Texas Administrative Code (TAC) §305.44 and is original.

# Instructions for Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

## GENERAL INFORMATION

### Where to Send the Notice of Intent (NOI):

By Regular Mail:  
TCEQ  
Stormwater Processing Center (MC228)  
P.O. Box 13087  
Austin, Texas 78711-3087

By Overnight or Express Mail:  
TCEQ  
Stormwater Processing Center (MC228)  
12100 Park 35 Circle  
Austin, TX

### Application Fee:

The application fee of \$325 is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit. Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

### Mailed Payments:

Use the attached General Permit Payment Submittal Form. The application fee is submitted to a different address than the NOI. Read the General Permit Payment Submittal Form for further instructions, including the address to send the payment.

### ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

### TCEQ Contact List:

Application – status and form questions:	512-239-3700, <a href="mailto:swpermit@tceq.texas.gov">swpermit@tceq.texas.gov</a>
Technical questions:	512-239-4671, <a href="mailto:swgp@tceq.texas.gov">swgp@tceq.texas.gov</a>
Environmental Law Division:	512-239-0600
Records Management - obtain copies of forms:	512-239-0900
Reports from databases (as available):	512-239-DATA (3282)
Cashier's office:	512-239-0357 or 512-239-0187

### Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

- **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(es) on the form must be verified with the US Postal service as receiving regular mail delivery. Do not give an overnight/express mailing address.
- **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to

the NOD. The response will be reviewed for completeness.

- **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

or

**Denial of Coverage:** If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

### General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using keyword TXR150000.

### Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated project or site changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

### TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number, if one has not already been assigned to this customer or site.

For existing customers and sites, you can find the Customer Number and Regulated Entity Number by entering the following web address into your internet browser: <http://www15.tceq.texas.gov/crpub/> or you can contact the TCEQ Stormwater Processing Center at 512-239-3700 for assistance. On the website, you can search by your permit number, the Regulated Entity (RN) number, or the Customer Number (CN). If you do not know these numbers, you can select "Advanced Search" to search by permittee name, site address, etc.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For this permit, a Notice of Change form must be submitted to the program area.

### INSTRUCTIONS FOR FILLING OUT THE NOI FORM

**Renewal of General Permit.** Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied, a new permit number will be issued.

### Section 1. OPERATOR (APPLICANT)

#### a) Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**

If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: <http://www15.tceq.texas.gov/crpub/>. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

**b) Legal Name of Applicant**

Provide the current legal name of the applicant. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, as filed in the county. You may contact the SOS at 512-463-5555, for more information related to filing in Texas. If filed in the county, provide a copy of the legal documents showing the legal name.

**c) Contact Information for the Applicant (Responsible Authority)**

Provide information for the person signing the application in the Certification section. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. The mailing address must be recognized by the US Postal Service. You may verify the address on the following website: <https://tools.usps.com/go/ZipLookupAction!input.action>.

The phone number should provide contact to the applicant.

The fax number and e-mail address are optional and should correspond to the applicant.

**d) Type of Customer (Entity Type)**

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for an authorization.

**Individual**

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

**Partnership**

A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). If the customer is a 'General Partnership' or 'Joint Venture' filed in the county (not filed with TX SOS), the legal name of each partner forming the 'General Partnership' or 'Joint Venture' must be provided. Each 'legal entity' must apply as a co-applicant.

**Trust or Estate**

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

**Sole Proprietorship (DBA)**

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

1. be under the person's name
2. have its own name (doing business as or DBA)
3. have any number of employees.

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

## **Corporation**

A customer that meets all of these conditions:

1. is a legally incorporated entity under the laws of any state or country
2. is recognized as a corporation by the Texas Secretary of State
3. has proper operating authority to operate in Texas

The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

## **Government**

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization is not recognized as the 'legal name'.

## **Other**

This may include a utility district, water district, tribal government, college district, council of governments, or river authority. Provide the specific type of government.

### **e) Independent Entity**

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

### **f) Number of Employees**

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

### **g) Customer Business Tax and Filing Numbers**

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

#### **State Franchise Tax ID Number**

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter the Tax ID number.

#### **Federal Tax ID**

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

#### **TX SOS Charter (filing) Number**

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512-463-5555.

#### **DUNS Number**

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

## Section 2. APPLICATION CONTACT

Provide the name and contact information for the person that TCEQ can contact for additional information regarding this application.

## Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

### a) Regulated Entity Number (RN)

The RN is issued by TCEQ's Central Registry to sites where an activity is regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site has an assigned RN at <http://www15.tceq.texas.gov/crpub/>. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, an RN may already be assigned for the larger site. Use the RN assigned for the larger site.

If the site is found, provide the assigned RN and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

### b) Name of the Project or Site

Provide the name of the site or project as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

### c) Description of Activity Regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

### d) County

Provide the name of the county where the site or project is located. If the site or project is located in more than one county, provide the county names as secondary.

### e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: <http://www.tceq.texas.gov/gis/sqmaview.html>.

### f) Site Address/Location

If a site has an address that includes a street number and street name, enter the complete address for the site in *Section A*. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street number and street name, provide a complete written location description in *Section B*. For example: "The site is located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1."

Provide the city (or nearest city) and zip code of the site location.

## Section 4. GENERAL CHARACTERISTICS

### a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA Region 6, Dallas. Do not submit this form to TCEQ.

### b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas (RRC) and may need to obtain authorization from EPA Region 6.

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the RRC's jurisdiction must be authorized by the EPA and the RRC, as applicable. Activities under RRC jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the RRC; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The RRC also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the RRC. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the RRC prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

For more information about the jurisdictions of the RRC and the TCEQ, read the Memorandum of Understanding (MOU) between the RRC and TCEQ at 16 Texas Administrative Code, Part 1, Chapter 3, Rule 3.30, by entering the following link into an internet browser:  
[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=16&pt=1&ch=3&rl=30](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30) or contact the TCEQ Stormwater Team at 512-239-4671 for additional information.

**c) Primary Standard Industrial Classification (SIC) Code**

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Buildings Other than Single Family Homes
- 1541 - Construction of Industrial Buildings and Warehouses
- 1542 - Construction of Non-residential Buildings, other than Industrial Buildings and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, enter the following link into your internet browser:

<http://www.osha.gov/pls/imis/sicsearch.html> or you can contact the TCEQ Small Business and Local Government Assistance Section at 800-447-2827 for assistance.

**d) Secondary SIC Code**

Secondary SIC Code(s) may be provided. Leave this blank if not applicable. For help with SIC Codes, enter the following link into your internet browser: <http://www.osha.gov/pls/imis/sicsearch.html> or you can contact the TCEQ Small Business and Environmental Assistance Section at 800-447-2827 for assistance.

**e) Total Number of Acres Disturbed**

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at 512-239-4671 or by email at [swgp@tceq.texas.gov](mailto:swgp@tceq.texas.gov).

**f) Common Plan of Development**

Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on what a common plan of development is, refer to the definition of “Common Plan of Development” in the Definitions section of the general permit or enter the following link into your internet browser: [www.tceq.texas.gov/permitting/stormwater/common\\_plan\\_of\\_development\\_steps.html](http://www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html)

For further information, go to the TCEQ stormwater construction webpage enter the following link into your internet browser: [www.tceq.texas.gov/goto/construction](http://www.tceq.texas.gov/goto/construction) and search for “Additional Guidance and

Quick Links”. If you have any further questions about the Common Plan of Development you can contact the TCEQ Stormwater Team at 512-239-4671 or the TCEQ Small Business and Environmental Assistance at 800-447-2827.

**g) Estimated Start Date of the Project**

This is the date that any construction activity or construction support activity is initiated at the site. If renewing the permit provide the original start date of when construction activity for this project began.

**h) Estimated End Date of the Project**

This is the date that any construction activity or construction support activity will end and final stabilization will be achieved at the site.

**i) Will concrete truck washout be performed at the site?**

Indicate if you expect that operators of concrete trucks will washout concrete trucks at the construction site.

**j) Identify the water body(s) receiving stormwater runoff**

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

**k) Identify the segment number(s) of the classified water body(s)**

Identify the classified segment number(s) receiving a discharge directly or indirectly. Enter the following link into your internet browser to find the segment number of the classified water body where stormwater will flow from the site: [www.tceq.texas.gov/waterquality/monitoring/viewer.html](http://www.tceq.texas.gov/waterquality/monitoring/viewer.html) or by contacting the TCEQ Water Quality Division at (512) 239-4671 for assistance.

You may also find the segment number in TCEQ publication GI-316 by entering the following link into your internet browser: [www.tceq.texas.gov/publications/gi/gi-316](http://www.tceq.texas.gov/publications/gi/gi-316) or by contacting the TCEQ Water Quality Division at (512) 239-4671 for assistance.

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at 512-239-4671 for further assistance.

**l) Discharge into MS4 – Identify the MS4 Operator**

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another

form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at 512-239-4671.

**m) Discharges to the Edwards Aquifer Recharge Zone and Certification**

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer by entering the following link into an internet browser: [www.tceq.texas.gov/field/eapp/viewer.html](http://www.tceq.texas.gov/field/eapp/viewer.html) or by contacting the TCEQ Water Quality Division at 512-239-4671 for assistance.

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site-specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

**Section 5. NOI CERTIFICATION**

**Note: Failure to indicate Yes to all of the certification items may result in denial of coverage under the general permit.**

**a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)**

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. Electronic applications submitted through ePermits have immediate provisional coverage. You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site by entering the following link into an internet browser: [www.tceq.texas.gov/goto/construction](http://www.tceq.texas.gov/goto/construction) or you may contact the TCEQ Stormwater processing Center at 512-239-3700 for assistance.

**b) Certification of Legal Name**

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512-463 5555, for more information related to filing in Texas.

**c) Understanding of Notice of Termination**

A permittee shall terminate coverage under the Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

**d) Certification of Stormwater Pollution Prevention Plan**

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation

measures, your site's plan might identify the devices that collect and filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

## **Section 6. APPLICANT CERTIFICATION SIGNATURE**

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

### **If you are a corporation:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

### **If you are a municipality or other government entity:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the TCEQ's Environmental Law Division at 512-239-0600.

## 30 Texas Administrative Code

### §305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the

corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

# Texas Commission on Environmental Quality General Permit Payment Submittal Form

**Use this form to submit your Application Fee only if you are mailing your payment.**

## Instructions:

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- *Do not mail this form with your NOI form.*
- *Do not mail this form to the same address as your NOI.*

## Mail this form and your check to either of the following:

### *By Regular U.S. Mail*

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

### *By Overnight or Express Mail*

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

**Fee Code: GPA General Permit: TXR150000**

1. Check or Money Order No: [Click here to enter text.](#)
2. Amount of Check/Money Order: [Click here to enter text.](#)
3. Date of Check or Money Order: [Click here to enter text.](#)
4. Name on Check or Money Order: [Click here to enter text.](#)
5. NOI Information:

If the check is for more than one NOI, list each Project or Site (RE) Name and Physical Address exactly as provided on the NOI. **Do not submit a copy of the NOI with this form, as it could cause duplicate permit application entries!**

If there is not enough space on the form to list all of the projects or sites the authorization will cover, then attach a list of the additional sites.

Project/Site (RE) Name: [Click here to enter text.](#)

Project/Site (RE) Physical Address: [Click here to enter text.](#)

**Staple the check or money order to this form in this space.**