



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000305**

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **0** Date: **04/12/16** PO Method: **IA** Dispatch: **Dispatch** Rev Dt:  
**Via Email**

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** TEXAS FACILITIES COMMISSION  
 PO BOX 13047  
 AUSTIN TX 787113047  
 United States

**Ship To:** 0001 - PUBLIC UTILITY COMMISSION O  
 SUITE 8-100  
 1701 N CONGRESS AVENUE  
 Austin TX 78701  
 United States

**Vendor ID:** 3303303303 7

**Purchaser:** Pablo Almaraz  
**Phone:** 512/936-7069  
**Fax:** 512/936-7058  
**Email:** pablo.almaraz@puc.texas.gov

**Bill To:** PUBLIC UTILITY COMMISSION OF  
 TEXAS  
 Attn: Accounts Payable  
 P.O. Box 13326  
 Austin TX 78711-3326  
 United States

**Fax:**  
**Email:** payables@puc.texas.gov

**PO Information:**

INTERAGENCY CONTRACTS: TEX. GOVT CODE ANN. §§ 771.001-771.010  
 TFC CARPET PROJECT - 7TH FLOOR REMAINING CARPET  
 SEE ATTACHED TFC CONTRACT No. 16-092-000.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	TFC CARPET PROJECT - 7TH FLOOR REMAINING CARPET	910/09	1.0000	JOB	\$99,974.22	\$99,974.22	04/12/2016
						<b>Schedule Total</b>	\$99,974.22
					<u>ReqID:</u> REQ0001312		
						<b>Item Total for Line # 1</b>	\$99,974.22
						<b>Total PO Amount</b>	\$99,974.22

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

**Authorized Signature**

*Pablo Almaraz, CTPM*

**04/12/2016**

**Chair**  
Betty Reinbeck

**Commissioners**  
William D. Darby  
Virginia Hermosa  
Brant C. Ince  
Mike Novak  
Jack W. Perry  
Alvin Shaw



**Executive Director**  
Harvey Hilderbran

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

March 31, 2016

Public Utility Commission  
ATTN: Shawn Hazard  
1701 North Congress Avenue  
Austin, TX 78711

RECEIVED BY  
APR 01 2016  
FISCAL

Re: Interagency Cooperation Contract;  
TFC Contract No. 16-092-000

Dear Mr. Hazard:

Enclosed is your duplicate original of the Interagency Cooperation Contract between the Texas Facilities Commission (TFC) and the Public Utility Commission; TFC Contract No. 16-092-000.

If you have any questions, please contact our office.

Sincerely,

*Myra Beer*

Myra Beer, CTPM, CTCM  
Contract Specialist  
Legal Services – Room 400  
Office (512) 463-5773  
Fax (512) 236-6171

Enclosure(s)

**INTERAGENCY COOPERATION CONTRACT  
BETWEEN  
TEXAS FACILITIES COMMISSION  
AND  
PUBLIC UTILITY COMMISSION**

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

**I. STATEMENT OF WORK TO BE PERFORMED.**

1.01. **SCOPE OF SERVICES.** TFC shall provide, or cause to be provided, minor construction services required to install carpet on the 7<sup>th</sup> Floor for Receiving Agency in the William B. Travis State Office Building, located at 1701 North Congress Avenue, Austin, Texas, as further depicted in the drawing and scope of service summary, attached hereto and incorporated herein for all purposes as Exhibit A, and as described in work order no. 507166 and portal request no. 17389.

**II. BASIS FOR COMPUTING REIMBURSABLE COSTS.**

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

**III. CONSIDERATION.**

3.01. **CONTRACT AMOUNT.** Receiving Agency agrees to pay TFC an amount not to exceed the sum of Ninety Nine Thousand Nine Hundred Seventy Four and 22/100 Dollars (\$99,974.22) for providing the services required to fulfill the terms of this Contract.

3.02 **ADVANCE PAYMENT.** If actual costs for services provided by private vendors, or TFC staff, for work requested by Receiving Agency will exceed the Contract amount allocated for said service, TFC will provide notice and a revised estimate to Receiving Agency. Prior to exceeding the Contract amount the parties may agree to amend this Contract pursuant to Section 8.08 to reimburse for such increased actual costs on a dollar for dollar basis. If actual costs for services by private vendors, or TFC staff, are less than the maximum contract amount, TFC will return any amount that exceeds actual costs to Receiving Agency.

3.03. **CAPITAL BUDGET AUTHORITY.** Pursuant to Rider 16 entitled *Capital Construction on Behalf of State Agencies* for TFC found in H.B. 1, 84<sup>th</sup> Leg., R.S., art. I, any capital items related to construction of buildings and facilities including minor construction projects greater than \$100,000 performed by TFC on behalf of other state agencies do not apply to TFC for the purpose of the capital budget rider limitations specified in H.B. 1, 84<sup>th</sup> Leg., R.S., art. IX, sec. 14.03. By signing this Contract, Receiving Agency certifies it has the requisite capital budget authority to fund the services to be provided under this Contract.

#### IV. PAYMENT FOR SERVICES.

4.01. **PAYMENT.** An Interagency Transaction Voucher or Invoice (ITV) for these services will be prepared by TFC. Receiving Agency shall reimburse TFC within thirty (30) days from receipt of ITV or invoice. If payment by Receiving Agency is not received within thirty (30) days, TFC may cancel the Contract without further notice to Receiving Agency, and Receiving Agency shall remain liable for all actual costs incurred by TFC in delivering services under this Contract.

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

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

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

(c) To comply with H.B. 1, 84<sup>th</sup> Leg., R.S., art. IX, Sec. 6.08, entities making payments from funding sources other than General Revenue Fund appropriations, shall remit an additional amount equal to the percentage of direct labor costs, necessary to cover the cost of the benefits.

#### V. TERM OF CONTRACT.

5.01. **TERM.** This Contract shall be effective upon execution by both parties, and shall terminate on August 31, 2016, unless terminated earlier by either party, as provided in Section 5.03.

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

5.03. **EARLY TERMINATION.** (a) Either party may terminate this Contract upon thirty (30) days prior written notice to the other. Upon receipt of notice of early termination, TFC shall cancel, withdraw, or otherwise terminate outstanding orders or subcontracts which relate to the performance

of this Contract and shall otherwise cease to incur costs under this Contract. Early termination will be subject to an equitable settlement of the respective interests of the parties accrued up to the date of termination.

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

## **VI. FUNDING.**

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

## **VII. FORCE MAJEURE.**

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

## **VIII. MISCELLANEOUS PROVISIONS.**

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

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

8.03. **GOVERNING LAW AND VENUE.** This Contract shall be governed and construed in accordance with the laws of the State of Texas. **VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS CONTRACT SHALL BE FIXED IN ANY COURT OF COMPETENT**

**JURISDICTION IN TRAVIS COUNTY, TEXAS;** provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by either party.

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

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

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

TFC: Texas Facilities Commission  
Attn: Legal Services Division  
1711 San Jacinto Blvd.  
Austin, Texas 78701

Receiving Agency: Public Utility Commission  
Attn: Shawn Hazard  
1701 North Congress Avenue  
Austin, Texas 78711

Email: [shawn.hazard@puc.texas.gov](mailto:shawn.hazard@puc.texas.gov)

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

8.07. **AUDIT.** Pursuant to Tex. Gov't Code Ann. § 2262.154 (West Supp. 2015), TFC and Receiving Agency agree to the following:

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

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

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

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

**THE UNDERSIGNED** do hereby certify that, (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, and (3) the services, supplies or materials contracted for are not required by Tex. Const. art. XVI, § 21 to be supplied under contract to the lowest responsible bidder.

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

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

**TEXAS FACILITIES COMMISSION**

  
\_\_\_\_\_  
Kay Molina

General Counsel

Date of execution: 3/30/16

 Dir.

 D.E.D.

**PUBLIC UTILITY COMMISSION**

  
\_\_\_\_\_  
By: \_\_\_\_\_

Title: EXEC. DIRECTOR

Date of execution: 3/28/16



**Anthony Ontiveros**

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Scope of work: Demo existing carpet and install new carpet& base per the 7<sup>th</sup> floor building plan.

Location: William B. Travis, 1701 North Congress, Austin, TX.

Carpet: Less faculty Remix #978 Keen Gray.

Rubber Base: Roppe 4.5" Black.

Contractor to provide : All labor, material, glue, demo, haul off, cove base, supplies, trash bin, furniture life, furniture move, box handling, etc. to complete job.

Contractor responsible for: A clean work site at the end of each day. Cost of TFC background checks on all employees, bonds, and insurance.

Pricing to include all after hours work.

Tony Ontiveros  
Project Coordinator

Direct: 512.463-8136  
Cell: 512. 563-9344