



RESOLUTION NO. 20130122-08

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SCIENCE APPLICATIONS INTERNATIONAL CORPORATION FOR ENVIRONMENTAL SERVICES UPON TEXAMERICAS CENTER – EAST CAMPUS (\$60,000)

WHEREAS, TexAmericas Center has must complete certain environmental studies upon TexAmericas Center – East to support the reduction in size of the area subject to state and federal environmental permits; and

WHEREAS, such work is necessary to facilitate the elimination of certain environmental encumbrances that impact economic redevelopment of the area; and

WHEREAS, Science Applications International Corporation (SAIC) is presently conducting environmental characterization and Affected Property Assessment work for the United States Army on the site and has unique knowledge of the site specific conditions that will bring critical value to the project; and

WHEREAS, SAIC has submitted the attached proposal to satisfactorily complete the work in a manner that recognizes the value of work already completed; and

WHEREAS, TexAmericas Center generally requires a multiple bid process for projects over \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the sole source proposal submitted by SAIC predominantly consists of professional engineering and geological services and those services leverage work already completed by the firm upon TexAmericas Center – East; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute a professional services agreement with SAIC pursuant to the attached Time and Materials Agreement for an amount up to \$60,000.

PASSED and APPROVED this 22nd day of January, 2013.


Denis Washington, Chairman of the Board

ATTEST:

Wayne Cranfill, Secretary-Treasurer

Attached: SAIC Professional Services Agreement

TERMS AND CONDITIONS

1. Services

SAIC will perform the services ("Services") and deliver the deliverables ("Deliverables") described in the Statement of Work, set forth in Exhibit A.

2. Place of Performance

Unless otherwise provided in this Agreement, SAIC may perform the Services in whole or in part at SAIC's place of business, Customer's place of business, and/or such other locations as SAIC may select.

3. Effective Date; Term

This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect until the Services have been completed, the Estimated Price (as defined in section 4) has been reached, or the Agreement has been terminated in accordance with Section 9 hereof.

4. Payment Terms

(a) Customer will pay SAIC on a "time and materials" basis for labor expended and costs and expenses incurred, as hereinafter described. SAIC will use good faith efforts to complete the Services and deliver the Deliverables within the estimated price ("Estimated Price") set forth in Exhibit B, but does not guarantee that the Services can be completed or the Deliverables can be delivered within the Estimated Price.

(b) Customer shall pay to SAIC for labor expended in performing the Services an amount computed by multiplying the applicable hourly billing rate set forth in Exhibit B by the number of hours worked. Fractional parts of an hour shall be payable on a prorated basis.

(c) In addition to paying for labor expended, Customer shall reimburse SAIC for the cost of all goods and materials purchased exclusively for use in performing the Services or which are incorporated into any Deliverable, as well as for all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services. Such costs and expenses shall be subject to the administrative and overhead charge provided in Exhibit B.

(d) Customer shall have no obligation to pay SAIC more than the Estimated Price. SAIC shall have no obligation to provide labor or incur costs or expenses having a combined value more than the Estimated Price, even if the Services have not been completed or the Deliverables delivered, or the results desired by Customer have not been achieved. The parties may, by mutual written agreement, increase the Estimated Price.

(e) Customer shall make payment to SAIC according to the schedule and provisions of Exhibit B. SAIC shall have a lien upon and may retain or repossess any and all Deliverables if Customer does not make payment in full to SAIC.

(f) Invoiced amounts are immediately due and payable by either electronic funds transfer (EFT) or by mail to the following location(s):

SAIC
P. O. Box 223058
Pittsburgh, PA 15251-2058

(g) If Customer's action or inaction results in non-receipt of payment by SAIC for the total amount of an invoice within forty-five (45) days of such invoice, interest at the rate specified in Texas Government Code Section 2251.025 shall be charged on all amounts unpaid and outstanding. If Customer's action or inaction results in non-receipt of payment by SAIC, SAIC shall have the right, exercisable in SAIC's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.

(h) Bill To Address. The invoice will be mailed to:
TexAmericas Center
Attn: Controller
107 Chapel Lane
New Boston, Texas 75570

5. Resources to be Provided by Customer

(a) Customer shall provide, maintain and make available to SAIC, at Customer's expense and in a timely manner, the resources described in this Section 5 and such other additional resources, as SAIC may from time to time reasonably request in connection with SAIC's performance of the Services. Delays in the provision of these resources may result in delays and/or additional cost in performing the Services or Delivering the Deliverables.

(b) Customer will designate and make available to SAIC qualified Customer personnel or representatives who will consult with SAIC on a regular basis in connection with the Services. Customer will furnish such documentation or other information as is reasonably necessary to perform the Services.

(c) Customer shall furnish access to Customer's premises, and appropriate workspace for any SAIC personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

6. Confidentiality

In the event either party determines that it is necessary to provide confidential, proprietary, or trade secret information to the other party in connection with this Agreement, such disclosure will be made only after advance written notice to the other party, and the parties have executed a mutually satisfactory Non-Disclosure Agreement. Nothing in this Agreement or in the Non-Disclosure Agreement referred

to in this section shall be deemed to restrict or prohibit SAIC from providing to others services and deliverables the same as or similar to the Services and Deliverables. In providing any such similar services or deliverables to any third party, SAIC shall keep confidential any Customer confidential, proprietary or trade secret information which is subject to the Non-Disclosure Agreement executed pursuant to this section, in accordance with the requirements of such agreement. Nothing in this Agreement or in the Non-Disclosure Agreement referred to in this section, shall restrict or prohibit TexAmericas Center from complying with the provisions of the Texas Open Records Act.

7. Intellectual Property

(a) Customer and SAIC shall each retain ownership of, and all right, title and interest in and to, their respective, pre-existing Intellectual Property (as hereinafter defined), and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

(b) SAIC grants to Customer a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any SAIC Intellectual Property incorporated in any Deliverable, solely for Customer's use of that Deliverable for its internal business purposes. SAIC shall retain ownership of and unrestricted right to use any Intellectual Property. The Services performed and any deliverable items produced pursuant to this Agreement are not "works for hire."

(c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated in any Deliverable and first created or developed by SAIC in providing the Services.

8. Taxes

(a) As a political subdivision of the State of Texas, Customer is exempt from the payment of sales, use, and similar taxes or payment in lieu of taxes. Customer shall provide SAIC a Texas Exemption Certificate for its use.

(b) SAIC shall pay all taxes assessed or levied upon SAIC's income and such taxes, such as franchise taxes, imposed upon SAIC for the privilege of doing business in the State of Texas.

9. Termination

Either party may terminate this Agreement for any reason upon 30 days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed and reimbursable costs and expenses incurred prior to the effective date of termination, including without limitation commitments to purchase products or services from third parties, which were entered into by SAIC in the course of performance hereunder prior to the effective date of termination. Such

reimbursable costs may include, but are not limited to, cancellation fees, minimum consulting or material fees, and non-refundable charges or fees for third party products or services.

10. Limited Warranty

(a) SAIC warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. In the event of any breach of the foregoing warranty, provided Customer has delivered to SAIC timely notice of such breach as hereinafter required, SAIC shall, at its own expense, as may be determined by Customer, either: (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the amounts received by SAIC attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to SAIC written notice specifying in detail the non-conformities within 180 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

(b) SAIC SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CLIENT'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

(c) Customer represents and warrants to SAIC that Customer has the right to use and furnish to SAIC for SAIC's use in connection with this Agreement, any information, specifications, data or Intellectual Property that Customer has provided or will provide to SAIC in order for SAIC to perform the Services and to create the Deliverables identified in Exhibit A.

11. Limitation of Liability

(a) SAIC's total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to SAIC under this Agreement, or under the specific task order at issue, whichever is less.

(b) In no event shall either SAIC or Customer be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless

of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

12. Non-Waiver of Rights

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

13. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

14. Severability

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

15. Conflicting Provisions

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

16. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, SAIC may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

17. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its laws relating to conflict or choice of laws.

18. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

19. Disputes
Any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute and/or to refer the dispute to mediation. If the parties are unable to resolve the Dispute by good faith negotiation or mediation, either party may refer the matter to arbitration. The arbitration shall take place in the County of Bowie, State of Texas. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one year after the date on which SAIC concludes performance under this Agreement.
20. Force Majeure
Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
21. Multiple Copies or Counterparts of Agreement
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.
22. Notices
All notices or other written communication required or permitted to be given under any provision of this Agreement shall be deemed to have been given by the notifying party if mailed by certified mail, return receipt requested, to the receiving party

addressed to the mailing address set forth in the first paragraph of this Agreement, or such other address as the parties may designate in writing to the other parties. Additionally, notices sent by any other means (i.e., facsimile, overnight delivery, courier, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

23. Relationship of Parties

SAIC is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

24. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

25. Waiver or Modification

This Agreement may be modified, or part or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought.

26. Entire Agreement

This Agreement, including any and all Exhibits attached hereto, which are hereby incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services or Deliverables to be provided hereunder.

27. Survival

The provisions of sections 4, 6, 7, 9, 10, 11, and 19 shall survive the termination or expiration of this Agreement.

28. Insurance

1. Prior to the start of work, SAIC shall procure and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Automobile Insurance and General Liability Insurance. The General Liability Insurance shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The General Liability Insurance shall name Customer as an additional insurance for liability arising out of the work of SAIC.

The SAIC's Employer's Liability, Business Auto Liability, and General Liability Policies, will procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Worker's Compensation and Employer's Liability

Comply with federal and state worker's comp and occupational disease statutes.

Employer's Liability

Bodily Injury by Accident: \$1,000,000.00

Bodily Injury by Disease: \$1,000,000.00

Auto Liability:

Bodily Injury

per person at least \$5,000,000.00

per occurrence \$1,000,000.00

Property Damage

per occurrence at least \$200,000.00

General Liability:

Per Occurrence: \$1,000,000.00

Aggregate: \$2,000,000.00

2. The Employer's Liability, Auto Liability and General Liability Coverages may be arranged under a single policy for the full limits required or by the combination of the underlying policies with the balance provided by excess and/or umbrella liability policies.

3. SAIC shall maintain in effect all insurance coverage required at SAIC's sole expense with insurance companies authorized to do business in the State of Texas. If SAIC fails to obtain or maintain any insurance coverage then the Customer may deny the Contractor access to Property.

4. The policies of insurance required shall contain a provision that the coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the TexAmericas Center.

29. Indemnity:

To the fullest extent permitted by law, SAIC shall defend, indemnify and hold TexAmericas Center harmless from all claims for bodily injury and property damage that may arise from the performance of the work to the extent of the negligence is attributed to such acts or omissions by SAIC, its Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Exhibit A

**SAIC Proposal for Phase 1 and Limited Phase 2 Environmental Site
Assessments submitted to TexAmericas Center 25 October 2012
(without attachments)**

See following pages.



October 25, 2012

Mr. William V. Cork
Executive Director/Chief Executive Officer
TexAmericas Center
107 Chapel Lane
New Boston, Texas 75570

**Re: Proposal and Rough Order of Magnitude Cost Estimate for Phase 1 and Limited Phase 2
Environmental Site Assessments**

Dear Mr. Cork,

Science Applications International Corporation (SAIC) is pleased to present this proposal and rough order of magnitude cost estimate to TexAmericas Center (TAC) to perform Phase 1 and Limited Phase 2 Environmental Site Assessments (ESA) at up to fourteen parcels located at TexAmericas East (formerly Lone Star Army Ammunition Plant). This proposal includes our understanding of the project, a proposed technical approach, and a basis of cost.

PROJECT UNDERSTANDING

The fourteen parcels subject to this scope are located on the TAC East tract near New Boston, Texas. The TAC East tract was previously a portion of the Lone Star Army Ammunition Plant (LSAAP), owned by the U.S. Army. As a result of the BRAC 2005 decision to close LSAAP, the TAC East tract was ultimately transferred from the Army to TAC under the Memorandum of Agreement (MOA) associated with the Findings of Suitability for Early Transfer (FOSET) executed in October 2011.

These fourteen parcels have been identified by TAC for prospective redevelopment. The purpose of this project is to provide the necessary documentation to the Texas Commission on Environmental Quality (TCEQ) to assist in the determination of the suitability of the fourteen parcels for commercial/industrial redevelopment. Concurrently with this project and as a condition of the conveyance from the Army to TAC, SAIC is performing explosives decontamination and Affected Property Assessment Reports (APAR) at numerous sites across TAC East. These sites were identified in one or more previous environmental investigations including, most notably, the Environmental Condition of Property (ECP) report and the RCRA Facility Assessment (RFA) report. These APAR sites are at present known environmental encumbrances to redevelopment until completion of the APAR and any subsequent response actions that may be required as a result of the findings. Attachment 1 illustrates the boundaries of the APAR sites overlain with the fourteen parcels prioritized by TAC for economic redevelopment.

Several parcels identified by TAC are within or immediately adjacent to boundaries of the APAR sites. For example, parcels 7, 8, 9, and 10 are wholly located within APAR Site 1 (Attachment 1). In these cases, it is anticipated that the TCEQ will not determine the parcel suitable for redevelopment until the APAR process is complete. Therefore, these parcels have not been included in the scope or cost of the project. Although expeditious resolution of the environmental encumbrances associated with the APAR sites is being pursued, the nature of these sites requires a more rigorous assessment and potential response action process.

In cases where only partial overlap of APAR sites occurs, the parcel boundaries have been modified to eliminate the overlap. Finally, in the case of Areas D, U, and V (where the entire APAR site lies within a parcel), SAIC will include APAR data collected to date as well as building decontamination explosive-hazard free certifications in the ESA.

This project will consist of the performance of a Phase 1 ESA and a limited Phase 2 ESA for applicable parcels. Table 1 lists the parcels along with their applicability to this scope based on their geographic relationship to the APAR sites.

Table 1 - Parcel Scope Applicability and Rationale

TAC Parcel	Scope Applicability	Rationale
Parcel 1	Yes	Small area of overlap in southern portion of Area BB – parcel boundary altered to eliminate overlap
Parcel 2	Yes	Discrete parcel
Parcel 3	Yes	Area D contained within parcel – APAR data and explosive-hazard free certifications for buildings to be included in ESA; small area of overlap in eastern portion of Area BB – parcel boundary altered to eliminate overlap
Parcel 4	Yes	Large Area of overlap with entire Area V - APAR data and explosive-hazard free certifications for buildings to be included in ESA
Parcel 5	Yes	Discrete parcel
Parcel 6	Yes	Moderate area of overlap at western portion of Area I – parcel boundary altered to eliminate overlap
Parcel 7	No	Wholly contained within Area I
Parcel 8	No	Wholly contained within Area I
Parcel 9	No	Wholly contained within Area I
Parcel 10	No	Wholly contained within Area I
Parcel 11	No	Parcel not located
Parcel 12	Yes	Discrete parcel
Parcel 13	Yes	Large Area of overlap with entire Area U – APAR data and explosive-hazard free certifications for buildings to be included in ESA
Parcel 14	Yes	Discrete parcel

TECHNICAL APPROACH

Our technical approach was developed to maximize the utilization of previously conducted investigations, existing information, and on-going assessments in an attempt to accelerate project schedule and reduce cost.

Phase 1 ESA

Our technical approach for the Phase 1 ESA is based on guidance provided in American Society for Testing and Materials (ASTM) Standard E1527-05, *Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process* which is compliant and consistent with the All Appropriate Inquiries Rule as promulgated in 40 CFR Part 312. As specified, the Phase 1 ESA will include:

- A records review
- Site reconnaissance
- Interviews
- Report preparation

SAIC has assumed the information required for completion of the records review is wholly contained within existing libraries or databases located at TexAmericas, LSAAP, or the Fort Worth District U.S. Army Corps of Engineers.

Limited Phase 2 ESA

Because those parcels or portions of parcels that are not within boundaries of the APAR sites have not been identified to present environmental encumbrances in the multiple assessments and investigations conducted prior (otherwise they would be APAR sites), the likelihood of identifying circumstances during the Phase 1 ESA that would lead to site-specific Phase 2 sampling is viewed as remote. No costs associated with site-specific sampling have been included.

However, the necessity of a Limited Phase 2 ESA is anticipated based on the proximity of the parcels to the known environmental encumbrances associated with the APAR sites. Migration of contaminants from APAR sites in proximity to the parcels via overland surface drainages is a reasonable possibility that we feel must be evaluated to obtain TCEQ concurrence on parcel suitability. Therefore, SAIC has identified one or more APAR sites with the reasonable possibility of COC migration to each of the TAC parcels based on geographic proximity and surface drainage patterns as indicated in the topographic map included as Attachment 1. For example, Parcel 1 could potentially receive contributions of COCs from Area BB, Area B, and Area C.

Extensive surface soil, subsurface soil, groundwater, surface water, and sediment samples have been collected and analyzed for contaminants of potential concern at each of the APAR sites. These data have indicated the presence of affected property within the APAR sites as determined by observed concentrations of contaminants above TCEQ mandated protective concentration levels (PCLs) for residential land use. These PCL exceedances develop the list of chemicals of concern (COCs) for each of the APAR sites. SAIC feels it is reasonable to assume that any contaminants migrating from the APAR sites to the parcels would be limited to these COCs. Attachment 2 illustrates APAR sampling locations and COCs for those APAR sites determined to have the highest probability of contributing COCs to the TAC parcels.

Continuing with Parcel 1 as an example, the COCs identified during the APAR investigation at the potentially contributing APAR sites (Area BB, Area B, and Area C) included metals, explosives, and semi-volatiles. The SAIC technical approach would involve collecting surface soil samples from selected points

within Parcel 1 with the highest probability of containing those COCs from the potentially contributing APAR sites (i.e., surface drainage features) and analyzing those samples for the known COCs (metals, explosives, and semi-volatiles) at the APAR sites to determine if evidence of migration exists. Table 2 summarizes the contributing APAR sites by TAC parcel along with the COCs identified during the APAR investigation. Note that Parcels 5, 6, 13, and 14 include possible contributing sites on the DZLS footprint. The COCs identified at these locations are unknown at this time. For estimation purposes, the COCs are assumed to be metals and explosives. Any additional analytical requirements as a result of other COCs observed at these areas are not included in our estimate.

Table 2 - Potentially Contributing APAR Sites and Observed COCs by Parcel

TAC Parcel	Potentially Contributing APAR Sites	Observed COCs
Parcel 1	Area BB, Area B, Area C	Metals, Explosives, Semi-volatiles
Parcel 2	Area B, Area C	Metals, Explosives
Parcel 3	Area BB, Area B, Area C, Area D	Metals, Explosives, Semi-volatiles
Parcel 4	Area V, Area 2(7)HRPR	Metals
Parcel 5	Area V, Area U, Area U(DZLS)	Metals, DZLS (Area U)
Parcel 6	Area F, Area G, Area G3, Area I, Area I (DZLS)	Metals, Explosives, DZLS (Area I)
Parcel 12	Area G, Area U, Area U (DZLS)	Metals, Explosives, DZLS (Area U)
Parcel 13	Area G, Area U, Area U (DZLS)	Metals, Explosives, DZLS (Area U)
Parcel 14	Area U, Area U (DZLS)	Metals, DZLS (Area U)

The exact number of samples collected at each parcel will be determined through consultation and negotiation with TCEQ. For pricing purposes, SAIC has assumed ten samples per site (a total of 90 metals, 80 explosives, and 20 semi-volatiles) will be sufficient to achieve project objectives.

COST ESTIMATE

SAIC has prepared the following *Rough Order of Magnitude* cost estimate for the proposed work with the following pricing assumptions:

- Subsurface soil sampling requiring a drill rig or direct push technology will not be required.
- Additional information gathering from third parties (i.e., environmental database searches) will not be required for completion of the Phase I ESA.
- TCEQ concurrence with the technical approach provided above will be obtained and no additional site-specific sampling will be required.
- COCs identified at DZLS sites will be limited to explosives and metals.
- Due to the remote and wooded nature of many of the parcels, a two-person sampling team will be required to maintain adequate safety protocol.
- Pricing is based on 9 parcels rather than 14.

- Limitation of Use:
 - SAIC's investigation will be restricted to collection and analyses of a limited number of environmental samples and visual observations obtained during the physical site visit, and from records made available by TAC during the investigation. Because the investigation will consist of collecting and evaluating a limited supply of information, SAIC may not be able to identify all potential items of concern and, therefore, SAIC warrants only that the project activities under this project will be performed within the parameters and scope communicated by TAC and reflected in the contract. The report is intended to be used in its entirety. Taking or using in any way excerpts from the report are not permitted and any party doing so does so at its own risk.
 - In preparing the report, SAIC will rely on verbal and written information provided by secondary sources and interviews, including information provided by the customer. Because the assessment consists of evaluating a limited supply of information, SAIC may not be able to identify all potential items of concern and/or discrepancies and, therefore, SAIC warrants only that the project activities under this contract have been performed within the parameters and scope communicated by TAC and reflected in the contract. SAIC will make no independent investigations concerning the accuracy or completeness of the information relied upon.
 - Opinions and recommendations that may be presented in the reports apply only to site conditions and features as they existed at the time of SAIC's site visit. The opinions and recommendations presented in the reports cannot be applied to conditions and features of which SAIC is unaware and has not had the opportunity to evaluate.
 - The proposed report will be prepared for the sole and intended use of TAC.
- TAC will provide SAIC a legal description of the parcel or provide a survey of the parcel boundaries. If the legal description cannot be provided, then TAC will identify the boundaries during the Site visit. These locations will be marked with a GPS and will be considered the boundaries used in SAIC's report.

Labor

SAIC anticipates a four person project team consisting of a project manager, a staff engineer, a staff geologist, and a document production specialist will be sufficient to accomplish project objectives. The project manager will be responsible for overall project success, will serve as the liaison with TAC and TCEQ during project execution, will assist in the authoring and review of deliverables, and will assist in field work where necessary. The staff engineer will be responsible for authoring reports, preparing GIS and CADD drawings, and assisting the staff geologist in the execution of the field investigation. The staff geologist will be responsible for the field investigation and sample management and will assist in the authoring of reports. The document production specialist will be responsible for deliverable production. Table 3 provides the estimated level of effort to complete the Phase 1 ESA and Limited Phase 2 ESA.

Table 3 - Estimated Labor Cost

Team Member	Estimated Level of Effort (hrs)	Rate	Cost
Project Manager	24	\$115	\$2,760
Staff Engineer	160	\$90	\$14,400
Staff Geologist	120	\$75	\$9,000
Production Specialist	40	\$50	\$2,000
Total	304		\$28,160

Materials and Subcontracts

Materials and subcontracts for this project include an analytical laboratory. SAIC anticipates subcontracting with TestAmerica, the laboratory utilized for the APAR investigation. Table 4 provides the pricing for the analytical samples.

Table 4 - Estimate Analytical Costs

Analysis	Estimated Quantity	Unit Rate	Extended Cost
Metals	90	\$65	\$5,850
Explosives	80	\$105	\$8,400
Semi-volatiles	20	\$130	\$2,600
Total			\$16,850

Other Direct Costs

Other direct costs (ODCs) include travel, rental vehicle, miscellaneous sampling supplies, and an environmental data search. Table 5 provides a breakdown of ODCs anticipated for the project.

Table 5 - Estimated ODCs

Other Direct Cost	Cost
Travel	\$2,500
Vehicle	\$500
Supplies/Data Search	\$1,750
Total	\$4,750

Together, these costs total a **Rough Order of Magnitude** estimated project cost of \$49,760.

Should you have any questions, or if I can be of further assistance, please do not hesitate to contact me at (210) 731-1457 or email at paul.a.loudermilk@saic.com. Thank you again for the opportunity to support TAC.

Respectfully submitted,
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION



Paul Loudermilk
Senior Project Manager/Energy, Environment and Infrastructure Business Unit

Attachments:

1. TAC Parcels and APAR Site Boundaries
2. COCs Observed at Potentially Contributing APAR Sites

Exhibit B

Estimated Labor Cost

Team Member	Estimated Level of Effort (hrs)	Rate	Cost
Project Manager	24	\$115	\$2,760
Staff Engineer	160	\$90	\$14,400
Staff Geologist	120	\$75	\$9,000
Production Specialist	40	\$50	\$2,000
Total	304		\$28,160

Estimate Analytical Costs

Analysis	Estimated Quantity	Unit Rate	Extended Cost
Metals	90	\$65	\$5,850
Explosives	80	\$105	\$8,400
Semi-volatiles	20	\$130	\$2,600
Total			\$16,850

Estimated ODCs

Other Direct Cost	Cost
Travel	\$2,500
Vehicle	\$500
Supplies/Data Search	\$1750
Total	\$4,750

Administrative Charges to be applied to Material, Travel and Other Expenses: 10%

Estimated Price: \$49,760

The estimated number of hours by labor category, estimated costs and expenses, and the Estimated Price **are estimates only** and may vary. SAIC, in its discretion, may use a greater or lesser number of hours in any labor category, and may incur a greater or lesser amount of costs and expenses, but may not charge more than the total Estimated Price for all labor unless Customer agrees in writing.

**Professional Services Agreement
(Time and Materials)
Contract No. SAIC-2013 TXAM001**

This Agreement, effective 22 January, 2013, is between TexAmericas Center, a political subdivision of the State of Texas, having an office at 107 Chapel Lane, New Boston TX 75570 and Science Applications International Corporation ("SAIC"), a Delaware corporation, having an office at 10260 Campus Point Drive, San Diego, California 92121.

I. DESCRIPTION OF PROFESSIONAL SERVICES

SAIC shall provide to TexAmericas Center the Professional Services ("Services") described in Exhibit A. The Services shall be provided subject to the Terms and Conditions, which follow.

II. TexAmericas Center AND SAIC ADMINISTRATIVE CONTACTS

William V. Cork
Executive Director/CEO
TexAmericas Center
107 Chapel Lane


New Boston, TX 75570
Tel. No. 903-223-9841
Fax No. 903-223-8742

Gil Olivas
AVP, Operations Contracts Manager
Science Applications International Corporation
4242 Campus Point Court
M/S D-4-K
San Diego, CA 92121
Tel. No. 858-826-6455
Fax No. 858-826-6094


In consideration of the mutual obligations assumed under this Agreement, SAIC and TexAmericas Center agree to the Terms and Conditions attached hereto and incorporated by reference and represent that this Agreement is executed by duly authorized representatives as of the dates below.

AGREED BY:

TEXAMERICAS CENTER

By: 
Name: William V. Cork
Title: Executive Director/CEO
Date: January 22, 2013

SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION

By: 
Name: Gil Olivas
Title: AVP, Operations Contracts Manager
Date: 11 January 2013