



**CENTRAL TEXAS  
Regional Mobility Authority**

July 27, 2016  
AGENDA ITEM #6

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Approve an interlocal agreement with the Texas Department of Transportation for off-site materials, independent assurance, and skid and permeability testing.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word P.E., Director of Engineering  
Associated Costs: Not to exceed \$ 1,800,000  
Funding Source: Capital Project Funds  
Action Requested: Consider and act on draft resolution

Summary:

This resolution approves a new agreement with the Texas Department of Transportation to provide materials inspection and testing, independent assurance testing, and permeability testing of hot mix asphalt services to the CTRMA on an "as requested" basis for CTRMA transportation projects. The current agreement with TxDOT for these services expires October 30, 2016. The new agreement will be effective through October 31, 2018.

Backup provided: Draft Resolution for Board Consideration;  
Draft Interlocal Agreement

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 16-0XX**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR OFF-SITE MATERIALS,  
INDEPENDENT ASSURANCE, & SKID & PERMEABILITY TESTING**

WHEREAS, by Resolution No. 13-059, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (“TXDOT”) under which TXDOT provided independent inspection and testing services for materials used in constructing the Mobility Authority’s transportation projects; and

WHEREAS, TXDOT has continued to provide materials inspection and testing services for Mobility Authority transportation projects under interlocal agreements between the Mobility Authority and TxDOT, with the current such interlocal agreement to expire on October 31, 2016; and

WHEREAS, the Executive Director recommends that the Mobility Authority continue to obtain materials inspection and testing services from TxDOT as needed for the Mobility Authority's transportation projects.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement is approved and the Executive Director is hereby authorized to finalize and execute an interlocal agreement on behalf of the Mobility Authority in substantially the form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of July 2016.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**Interlocal Agreement**  
**Contract Services Transmittal Form**

From: Construction Division - 46	Contact Person: Hubert Stewart Phone No.:(512) 461-2561
Subject: Material Inspection Testing	
Other Entity - Central Texas Regional Mobility Authority	Contract Maximum Amount Payable \$1,800,000
Are any federal funds used in this contract? No  If yes, what kind of federal funds.	
Was the standard interlocal or amendment format modified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If modified, date of Contract Services approval: TBD _____  Modifications made are as follows: Added independent assurance testing and sampling services to the scope.	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

**II. PURPOSE:** Perform material inspection and testing services.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$1,800,000 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on 10/31/2018 or when otherwise terminated as provided in this Agreement.

**VI. LEGAL AUTHORITY:**

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Printed Name and Title

Title \_\_\_\_\_

**FOR THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services

## ATTACHMENT A

### Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Independent assurance testing and sampling services
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services or independent assurance testing and sampling services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

#### INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.



INDEPENDENT ASSURANCE

The Local Government will provide TxDOT a list of the elements of the Local Government's Independent Assurance Program, including all equipment and personnel requiring evaluation and verification. The types of products and the extent of the sampling and testing procedures will be as agreed upon prior to commencement of any evaluation or verification by TxDOT. The level of evaluation, verification and documentation furnished for the Local Government will be as required for similar TxDOT projects. The Local Government will compensate TxDOT for all direct costs of salaries and related expenses incurred by TxDOT in providing independent assurance services.

WORK REQUESTSFabrication Inspection

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Independent Assurance

A minimum of two (2) weeks prior to TxDOT providing independent assurance services, the Local Government will submit Work Requests to TxDOT. Submit one Work Request and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- List of equipment or personnel requiring evaluation and verification
- Desired date of completion or comparison
- Name, title, signature, and telephone number of the Local Government's authorized representative.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to CST\_Structuralcorrespondence@txdot.gov and include and include "Work Request" in the subject line

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

## **ATTACHMENT B**

### **Budget**

#### **Texas Department of Transportation Inspection & Testing Rates**

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at:

[http://ftp.dot.state.tx.us/pub/txdot-info/cst/inspection\\_testing.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/cst/inspection_testing.pdf)

Invoices will be sent to the Local Government on a weekly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation

P. O. Box 149001

Austin, Texas 78714-9001

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

#### **Article 5. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

#### **Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

#### **Article 9. State Auditor's Provision**

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 10. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**Article 11. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	Central Texas Regional Mobility Authority Attention: Ginny Burcham, Maintenance Director 3300 North IH-35, Suite 300 Austin, TX 78705
<b>TxDOT:</b>	Texas Department of Transportation Attention: Director, Contract Services 125 East 11 <sup>th</sup> Street Austin, TX 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**ATTACHMENT D**  
**Resolution or Ordinance**

**ATTACHMENT E**  
**Location Maps Showing Project**

**ATTACHMENT E**  
**Projects Location Map**

