



**CENTRAL TEXAS  
Regional Mobility Authority**

Meeting Date: February 24, 2016  
AGENDA ITEM # 9

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Award work authorization no. 2 and amend work authorization no.1 to extend the current project schedule for materials acceptance testing for the 183 South Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Contact: Justin Word, P.E., Director of Engineering

Associated Costs: \$3,757,300.00

Funding Source: Project Funds

Action Requested: Consider and act on draft resolution

Summary:

On September 30, 2015, the Board authorized the Executive Director to negotiate and execute a professional services contract and work authorization for materials acceptance testing on the 183 South Project. This included efforts through June 30, 2016 and in an amount not to exceed \$5,000,000. As a result, the contract and Work Authorization (WA) No. 1 was executed in the amount of \$492,020.

To continue materials acceptance testing efforts on the 183 South project, the Executive Director seeks Board approval to execute Supplemental WA No. 1 to extend the schedule on WA No. 1 from June 30, 2016 to December 31, 2020 and to execute WA No. 2 in the amount of \$3,757,300 with a schedule through December 31, 2020.

Backup provided: Proposed Supplemental Work Authorization No. 1  
Proposed Work Authorization No. 2  
Draft Resolution for Board Consideration

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

**RESOLUTION NO. 16-0XX**

**AMEND WORK AUTHORIZATION NO. 1 TO EXTEND THE CURRENT  
PROJECT SCHEDULE AND AWARD WORK AUTHORIZATION NO. 2 FOR  
MATERIALS ACCEPTANCE TESTING FOR THE 183 SOUTH PROJECT**

WHEREAS, by Resolution 15-059 dated September 30, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Rodriguez Engineering Laboratories and an initial work authorization for services to be provided through June 30, 2016, for survey quality assurance services; and

WHEREAS, a proposed Supplemental Work Authorization No. 1 to extend the schedule on Work Authorization No. 1 from June 30, 2016 to December 31, 2020 is attached hereto as Exhibit 1; and

WHEREAS, a proposed Work Authorization No. 2 in the amount of \$3,757,300.00 with a schedule through December 31, 2020 is attached as Exhibit 2; and

WHEREAS, the Executive Director recommends approval of both Supplemental Work Authorization No. 1 and Work Authorization No. 2.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves both the proposed Supplemental Work Authorization No. 1 and Work Authorization No. 2 in substantially the form attached hereto as Exhibits 1 & 2, respectively.

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplemental Work Authorization No. 1 and Work Authorization No. 2 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24<sup>th</sup> day of February, 2016.

Submitted and reviewed by:

Approved:

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Geoffrey S. Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit 1**

**ATTACHMENT C**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1  
TO WORK AUTHORIZATION NO. 1  
CONTRACT FOR CONSTRUCTION INSPECTION SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Materials Acceptance Testing (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Rodriguez Engineering Laboratories, LLC. (The Engineer)

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

**PART I.** Exhibit C, Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Supplemental Work Authorization.

**PART IV.** This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a Supplemental Work Authorization as provided in Article 4 of the Contract.

**PART V.** This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1 not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF,** this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Mike Heiligenstein  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
(Date)

*Materials Acceptance Testing  
183 South Design-Build*

**Exhibit C-1**

**Work Schedule**

The Engineer will perform Material Acceptance Testing as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration..... December 31, 2020

**ATTACHMENT B**

**WORK AUTHORIZATION NO. 2  
CONTRACT FOR MATERIAL ACCEPTANCE TESTING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Materials Acceptance Testing (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Rodriguez Engineering Laboratories, LLC (the Engineer).

**PART I.** The Engineer will perform Materials Acceptance Testing in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$3,757,300.00 and the method of payment is fixed hourly rate, which includes overhead and profit. This amount is based upon the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked as documented in Work Authorization No. 1.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Mike Heiligenstein  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS TO WORK AUTHORIZATION**

<b>Exhibits</b>	<b>Title</b>
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY**

The Mobility Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
3. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
4. Maintain the Project's Website.
5. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.



**Exhibit 2**

**EXHIBIT B****SERVICES TO BE PROVIDED BY THE ENGINEER**

Consulting and professional services to be provided by the Engineer include, but are not limited to, materials engineering and acceptance testing services necessary for the construction of the US 183S Bergstrom Expressway Project through a Design-Build construction contract. Scheduling of activities below will conform to established Mobility Authority, TxDOT, and/or other required review and comment periods for each milestone of the Project.

The Engineer will work at the direction and supervision of the Mobility Authority and its General Engineering Consultant (GEC) to provide the Services. The Mobility Authority expects the Engineer to work cooperatively and collaboratively in assisting the GEC throughout all aspects and phases of construction operations and in its dealings with the Design-Build-Team (the "D-B Contractor"), suppliers, subcontractors, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Engineer staff will report to the GEC's Resident Engineer (references herein to the "GEC" shall include the GEC's Resident Engineer), and their staff, and keep the GEC informed of the D-B Contractor's operations in the field, especially issues that would affect safety, quality, schedule, and potential construction disputes.

The Engineer will provide Quality Acceptance testing of materials incorporated into the project, coordinate materials testing operations, and review and supply Material Test Reports. As outlined in the Project Quality Assurance Plan (QAP), attached as Exhibit D, the Engineer shall provide a qualified laboratory (either off-site, on-site, or both) as well as certified personnel that are knowledgeable of all materials testing procedures. Any off-site lab must be located within 30 miles of the Project and must be acceptable to the GEC. If the off-site location is not close enough or deemed not acceptable, an on-site lab will need to be in place and accredited prior to the commencement of construction.

The Engineer will not control or direct the construction under the construction contract. Testing operations will not relieve the D-B Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The D-B Contractor will remain responsible for design related services.

The Engineer should be aware that the time frames noted herein are tentative and subject to change. The Engineer will remain available as long as the services are required by the Mobility Authority, unless the agreement is terminated as described therein.

The Services to be provided by the Engineer include, without limitation, the following key elements:

**A. General Requirements**

- 1) Provide all labor, equipment, tools and incidentals to perform the Services.

- 2) Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements.
- 3) Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- 4) Services will include online entry of documents into the GEC's document control system. The GEC will provide access to the project document control system. The Engineer will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
- 5) Assist in the resolution of construction issues, and conflicts, and provide timely data to the GEC and the D-B Contractor.
- 6) Perform the Services described in this agreement as needed before, during, and after the construction of improvements.

The Mobility Authority reserves the right to require replacement of any personnel assigned to the Project during this contract for any reason.

**B. Quality Acceptance**

- 1) Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Quality Acceptance Program (QAP). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.
- 2) Prepare reports for all material tests, clearly stating whether the material meets specifications, includes all information required by the testing method, and are signed by the Materials Engineer (or his designee). Provide all reports in a timely manner for review by the GEC.
- 3) Develop and implement a testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project. As recommended in the Guide Schedule, testing will be performed at a four-fold increase at the start of production until the GEC has confidence in the D-B Contractor's (or the D-B Contractor's suppliers) process.
- 4) Perform the testing of construction materials utilized on the project.
- 5) Prepare Non-Conformance Reports (NCRs) for failing tests as appropriate.
- 6) Prepare control charts for applicable test values.
- 7) Monitor test results, maintain a material testing data base capable of tracking failing tests, inform the GEC of failing test results in a timely manner, and work with the GEC to resolve failed tests on the project.
- 8) Monitor D-B Contractor's conformance to QC testing requirements per the contract and specifications.

- 9) Perform IRI testing of finished pavement surfaces per applicable TxDOT testing methodology.
- C. Materials Engineer**
- 1) Approve the D-B Contractor's procedures and requirements for handling, storage, shipping, delivery, and preservation of materials incorporated into the work; including Corrective Action procedures for test or inspection failures, malfunctions or deficiencies.
  - 2) Submit construction Quality Acceptance Material Certification letters quarterly to the Mobility Authority.
  - 3) Review the D-B Contractor's HMA and concrete mix designs or other construction materials submittals as necessary.
  - 4) Oversee the materials acceptance testing program and provide materials advice as deemed necessary.
  - 5) Oversee preparation of the end of project material certification binder and sign materials certification letter stating that the materials incorporated into the construction work are in accordance with standards and specifications.
- D. Meetings**
- 1) Attend weekly progress meetings held by the GEC with the D-B Contractor.
  - 2) Attend pre-activity meetings, safety meetings, and any other meetings requiring materials expertise as requested by the GEC.
- E. Coordination of Testing**
- 1) Work with the Construction Inspection Consultant (CIC) to schedule testing as needed for inspection of the construction work.
  - 2) Provide a daily testing schedule to the CIC and GEC with pertinent information (i.e. test type, time, and technician).
- F. Deliverables**
- 1) Provide all test reports, plant reports, test failure tracking database, IRI results, and certifications related to the project for incorporation into the project records.
  - 2) Compile the end of project materials certification binder to be signed by the Materials Engineer, GEC, TxDOT, and the Mobility Authority, including deficiency report, letters of certification, summary of NCRs and Engineering Judgments, and test exception letters.

Note: All deliverables become the property of the Mobility Authority.

**EXHIBIT C**

**WORK SCHEDULE**

The Engineer will perform Materials Acceptance Testing services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule:

Notice to Proceed ..... Approximately March 01, 2016

Contract Expiration..... December 31, 2020

**EXHIBIT D**

**FEE SCHEDULE/BUDGET**

**Exhibit D - Fee Schedule/Budget**

**Materials Acceptance Testing**

Rodriguez Engineering Laboratories, LLC  
 183 South Project (Bergstrom Expressway)

**Work Authorization #2**

Efforts from March 01, 2016 through December 31, 2020

	Sr. Materials Engineer	PM / Materials Engineer	Laboratory Manager	Professional Staff (Sr. Admin)	Materials Coordinator	Sr. Engineering Technician	Professional Staff (Clerical)	Engineering Technician	TOTAL
<b>Hourly Labor Rate</b>	<b>\$145.00</b>	<b>\$139.00</b>	<b>\$87.00</b>	<b>\$87.00</b>	<b>\$87.00</b>	<b>\$75.00</b>	<b>\$54.00</b>	<b>\$60.00</b>	<b>HRS</b>
<b>1.1 Project Management and Administration</b>	3000	3000	800		500	500	800	500	9100
a Project Oversight and Coordination									
b Financial Management									
c Coordination Meetings									
d Develop/Maintain Qualification Program									
e Complete Project Material Certification Binder									
<b>1.2 Quality Acceptance Testing/Reporting</b>	2800	2800	3700	3000	3000	3000	1600	2800	22700
a Prepare Reports for all Materials Testing									
b Implement Testing Plans									
c Prepare Non-Conformance Reports as appropriate									
d Data Reduction									
e Addition Survey Efforts									

TOTAL LABOR (HOURS)	5800	5800	4500	3000	3500	3500	2400	3300	31800
<i>% Total by Classification</i>	18.24%	18.24%	14.15%	9.43%	11.01%	11.01%	7.55%	10.38%	

Overhead Rate	168.00%									
Profit Rate	12.00%									
<b>Total Labor (Profit and OH Included)</b>	<b>\$ 841,000</b>	<b>\$ 806,200</b>	<b>\$ 391,500</b>	<b>\$ 261,000</b>	<b>\$ 304,500</b>	<b>\$ 262,500</b>	<b>\$ 129,600</b>	<b>\$ 198,000</b>	<b>\$ 3,194,300</b>	
<b>Total Direct Expenses</b>	<b>\$ 563,000.00</b>									
<b>Total Fee (Labor and Direct Expenses)</b>	<b>\$ 3,757,300</b>									