

STATE OF TEXAS §

COUNTY OF TRAVIS §

**CONTRACT FOR COMMERCIAL LAB ENGINEERING SERVICES  
SUPPLEMENTAL AGREEMENT NO. 1**

**THIS SUPPLEMENTAL AGREEMENT** to contract for commercial lab engineering services is made by and between the State of Texas acting by and through the Texas Department of Transportation, (the State), and **Terracon Consultants, Inc.** (the Engineer), and becomes effective when fully executed by both parties.

**BACKGROUND**

The State and the Engineer executed a contract on **July 10, 2017** concerning **the use of commercial laboratories is sometimes necessary for carrying out the required materials testing and materials inspection activities.**

**AGREEMENT**

The State and the Engineer agree that the contract is amended as follows:

- I. The contract is amended by deleting Attachment **C** in its entirety and replacing it with revised Attachment **C-1**, which is attached to this supplemental agreement.

All other provisions are unchanged and remain in full force and effect.

The State and the Engineer have executed this supplemental agreement.

**THE ENGINEER**

DocuSigned by:

*Erin Loyd*

(Signature)

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Erin Loyd, P.G.

(Printed Name)

Senior Associate

(Title)

3/9/2018

(Date)

**THE STATE OF TEXAS**

DocuSigned by:

*Martin L. Rodin*

(Signature)

15069355E034901...

Martin L. Rodin, P.E.

(Printed Name)

PEPS Division Director

(Title)

3/12/2018

(Date)

WA's Used

Contract No. 36-7IDP0013

PS No. 7331

## ATTACHMENT C-1

### SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall perform and supervise all sampling, testing, inspection work, and related services for Asphaltic and Concrete construction for the State on the highway projects identified in the Work Authorizations executed under this contract. The Engineer shall be responsible for all individual and component materials for sampling, testing, plant inspections, cleanup of State equipment, maintenance of State equipment, and issuing reports in a timely and thorough manner.

### FUNCTION CODE 300 (330) – GENERAL FUNCTION

#### JOB CONTROL:

- A. The Engineer shall perform testing and inspection within the area of the San Angelo, Abilene, and Odessa Districts, unless otherwise directed by the State. In addition, the Engineer shall charge travel time based on the type of service provided and in accordance with the Attachment E - Fee Schedule.
- B. The Engineer shall perform all tests and services at the Engineer's facility as shown on the contract, except tests performed at the plant or on the roadway. The laboratory shall be accredited by the State's District Laboratory or the State's Central Laboratory for all applicable test procedures.
- C. Upon execution of the contract, the Engineer shall be able to meet the requirements for certification and accreditation according to the department's quality assurance program. If the Engineer is unable to meet the requirements, *within 60 days of execution of the contract*, the contract is subject to termination.
- D. Under the guidance of a Professional Engineer registered or licensed in Texas, the Engineer shall perform all testing, inspecting, and monitoring all aspects of the production process to assure that all requirements of the plans and specifications are met.

The Engineer shall perform all testing, inspection, and related services, in accordance with the State's Test Procedures; the latest version of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges; the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TxMUTCD); and all other specifications and provisions applicable to the services under this contract.

- E. The Engineer shall provide the State with a list of certified personnel and copies of their current certificates prior to beginning the work and when personnel changes are made.

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- F. Technicians used by Engineer to provide these services shall be qualified and certified in accordance with TxDOT Quality Assurance Programs (QAP) or by other Department-approved programs, such as the Texas Asphalt Pavement Association (TXAPA) Hot Mix Certification Program, the TXAPA Soils and Base Certification Program, and the American Concrete Institute (ACI) Concrete Certification Program, as listed below. Technicians shall hold the appropriate level of certification for the testing to be performed. Including but not limited to the following:
- a) Asphaltic Testing
    - i. TXAPA Level 1A - Plant Production Specialist
    - ii. TXAPA Level 1B - Roadway Specialist
    - iii. TXAPA Level 2 - Mix Design Specialist
    - iv. Nuclear Gauge Certification for Radiation Safety and Operation
  - b) Soils/Flexible Base Testing
    - i. TXAPA Level SB 101 – Properties Specialist
    - ii. TXAPA Level SB 102 – Field Specialist
    - iii. TXAPA Level SB 103 – Material Analyst Specialist
    - iv. TXAPA Level SB 201 – Strength Specialist
    - v. TXAPA Level SB 202 – Compressive Strength Specialist
  - c) Concrete Testing
    - i. ACI Concrete Field Testing Technician – Grade 1
    - ii. ACI Concrete Strength Testing Technician
- G. Technicians used by Engineer shall hold the appropriate level of certification for performing testing. The State will perform technician certifications for all other required tests not covered by TXAPA certifications. Certification of technicians, by the STATE or other Department approved agency under QAP, does not relieve the Engineer from the responsibility of ensuring technicians are fully qualified to correctly perform the testing and inspection services, in accordance to State's procedures.
- H. The Engineer shall be responsible for all daily quality assurance (QA) testing performed for State's projects at hot mix asphalt and concrete plants assigned by the State. The Engineer shall not change the personnel designated for each assigned plant without prior notice to the State's District Laboratory.
- I. The Engineer shall start tests immediately after the material samples come into the Engineer's possession. Tests must be completed within the deadline established by the State.
- J. The Engineer shall possess a computer that supports the latest version of the Site Manager template for reporting test results and includes the ability to email results.

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- K. The Engineer shall email reports of all tests and inspections to the State's District Laboratory within 12 hours upon completion of the work, unless directed otherwise. Test reports must be reported on the most current Site Manager template and transmitted by email in the format specified by the State's District Laboratory. Test reports and emails shall use the naming convention directed by the State's District Laboratory.
- L. Completion of testing must include completion of daily production testing, completion of field testing, pay information, and submittal of test reports with all project information. All test reports must include all pertinent project information. A test report shall not be considered complete unless the proper information is supplied in the correct format. Test reports without proper information shall not be accepted and payment shall be withheld until this information is supplied.
- M. For all tests performed, the Engineer shall submit the following documents electronically to the State's Project Manager and the State's District Laboratory:
- signed and sealed reports if required by the State.
  - completed electronic test worksheets (of the same format provided by the State); and
  - State supplied time sheets substantiating the services provided (sampling, testing, travel time).
- N. The Engineer shall immediately inform the State's Project Manager and the State's District Laboratory of failing test results that do not meet specification requirements or any discrepancies with plant or construction operations.
- O. Neither the Engineer nor any personnel working for the Engineer has any authority to reject material, to stop or modify plant production or construction, or to direct a Contractor to change or modify plant production or construction, when test results fail.
- P. The Engineer shall be able to troubleshoot material, construction, and plant issues. The State may request the Engineer to provide consultation on material, construction, pavement, or plant production issues, as needed. The State may require the Engineer to provide a formal report of the Engineer's recommendations. The Engineer, at the approval of the State, may perform additional laboratory or field testing to formulate recommendations
- Q. The Engineer shall provide hot mix asphalt Level 1B Roadway Specialist(s) to provide field testing support to the State, as needed. The Engineer shall provide field testing equipment as necessary.
- R. The Engineer shall provide all equipment when testing is conducted at the

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Engineer's facility and on the roadway.

- S. The Engineer's laboratory equipment used to provide testing services must be certified and approved by the State before testing. The Engineer shall calibrate all equipment in accordance to the State's QAP. The Engineer shall provide copies of all calibration records to the State on an annual basis, or as requested. Defective equipment must be immediately removed from use by the Engineer.
- T. The Engineer shall supply all non-laboratory machinery, tools, and equipment necessary to perform services, such as shovels, rakes, buckets, bags, hand tools, etc., but not limited to the aforementioned items.
- U. The Engineer shall comply with all State safety regulations in accordance with the TxDOT Occupational Safety Manual. The Engineer shall provide personal safety equipment for all personnel providing services under this contract.
- V. The Engineer shall submit daily activity forms with travel and work time records on a weekly basis. All daily activity forms shall be submitted with each invoice. The State will review all submissions and will approve and sign the reports if they meet requirements.
- W. The State will pay QA testing service at the plant or on the roadway by the hour which includes all equipment and labor costs.
- X. The Engineer shall provide itemized charges for work performed under miscellaneous testing at the request of the State.
- Y. The Engineer shall provide the same technicians for the entire contract as long as those technicians are employed by the Engineer or subconsultant.
- Z. If the State determines that the technician(s) is unable to perform in accordance with the service requirements or to communicate effectively, the Engineer shall immediately remove the technician(s) from the project.
- AA. In the event that the technician(s) leaves before a project assignment is complete, the Engineer shall replace the technician(s) as soon as possible, but no later than 24 hours from notification.
- BB. The Engineer shall provide eight hours of service FREE OF CHARGE any time the technician(s) is replaced. This will allow for the time required for orientation of the new technician(s).
- CC. A maximum of four hours will be paid if the technician arrives at the work location and is needed for less than four hours. The compensation will be based on the hourly rate and actual mileage if overnight stay is not required. If State determines that overnight stay is required, compensation will also include lodging

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and meals.

DD. If the State cancels a request for service after a technician arrives at the work location, the State will pay the Engineer a maximum of four hours compensation. The compensation will be based on the hourly rate and actual mileage if overnight stay is not required. If State determines that overnight stay is required, compensation will also include lodging and meals. The designated State representative shall verify, approve, and sign all maximum call out or canceled requests.

## **PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION**

The Engineer, in association with the State's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with State policies and procedures, and to deliver that work on time.

### 1. PROJECT COORDINATION

The Engineer shall coordinate all subconsultant activity to include quality and consistency of deliverables and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

### 2. PROJECT MANAGEMENT

The Engineer shall manage activities including preparing correspondence, invoicing and progress reports; and reviewing schedules.

The Engineer shall:

- a. Prepare monthly written progress reports for each project.
- b. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- c. Meet on a scheduled basis with the State to review project progress.
- d. Prepare, distribute, and file both written and electronic correspondence.
- e. Prepare and distribute meeting minutes.

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- f. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

Note: No overtime will be paid without prior approval from the State.

Overtime hours are defined as hours worked in the performance of this service in excess of 40 hours per week or performed beginning at 5:01 p.m. through 7:59 a.m. CT, Monday through Friday; 5:01 p.m. through 7:59 a.m. CT Friday through Sunday; and Federal holidays.