

**THE TEXAS A&M UNIVERSITY SYSTEM
INTRASYSTEM COOPERATION CONTRACT**

THIS CONTRACT AND AGREEMENT is entered into by and between the members of The Texas A&M University System shown below as Contracting Parties.

I. CONTRACTING PARTIES:

Receiving Party: Texas Division of Emergency Management
(party paying funds/receiving services)

Performing Party: Texas A&M Transportation Institute
(party receiving funds/ performing services)

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Party will provide personnel, equipment, and supplies to conduct the responsibilities, projects, and associated tasks for a program of hazardous materials (hazmat) transport emergency planning projects and activities. This Agreement will cover work to be performed during Fiscal Year 2021 in relation to a hazmat transport emergency planning project. The responsibilities of both Parties are detailed in the Scope of Work for "Project 3" in Attachment A, which is hereby incorporated into this Contract.

III. REPORTS AND DELIVERABLES

The Performing Party must submit the following reports to Receiving Party by email to the TDEM Technological Hazards Unit at TechHaz@tdem.texas.gov.

- A. **Quarterly Progress Reports.** No later than 30 days after the end of each fiscal year quarter, the Performing Party must submit a progress report. The report must include what progress has been made on the project during the quarter, what problems were encountered, what actions were taken to solve these problems, what are the impending problems of this project, and what actions are being taken to resolve these problems, what actions are planned for the next quarter, and what percentage of the project has been accomplished.
- B. **End of Contract Report.** No later than 30 days after the end of this Contract, the Performing Party must submit a final progress report, comparing actual work performed with the projected accomplishments and milestones described in the Scope of Work. In addition, the Performing Party must provide the Receiving Party a copy of the final report for the project.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The basis for calculating reimbursable costs is a negotiated fee based on cost estimates for the project that the Performing Party will provide to the Receiving Party. The costs in Attachment A-1 include estimates for materials, services, travel expenses, and indirect costs of the Performing Party.

V. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed Thirty-Two Thousand Four Hundred and Sixty Dollars (\$32,460.00).

VI. PAYMENT FOR SERVICES:

Receiving Party shall pay for services received from appropriation items or accounts of Receiving Party from which like expenditures would normally be paid, based upon special vouchers drawn by Receiving Party, or through electronic transactions, payable to Performing Party.

Payments for service performed shall be billed monthly.

Payments received by Performing Party shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

VII. MATCHING FUNDS:

No matching funds are to be contributed by the Performing Party for this project.

VIII. TERM OF CONTRACT:

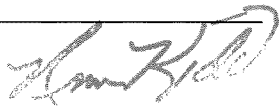
This Contract is to begin October 1, 2020 and shall terminate September 30, 2021, unless extended, renewed or terminated by mutual written agreement. If Department of Transportation grant funds are withdrawn, or not received, this Contract may be terminated with written notice to the Performing Party. Either Party may terminate this agreement for convenience with a thirty (30) day written notice to the other Party. Upon termination, Receiving Party shall be obligated to reimburse Performing Party for all costs and non-cancelable commitments incurred in the performance of the Projects up to the date of termination, such reimbursement not to exceed the total amount specified in V. Contract Amount.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected members of The Texas A&M University System, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Each Party further certifies that it has the authority to contract for the above services by authority granted in *Texas Education Code, Section 88.*

The undersigned parties bind themselves to the faithful performance of this contract.

RECEIVING PARTY:



Authorized Signature
Chief
Title
11/12/20
Date

PERFORMING PARTY:

Lesli Kerth Digitally signed by Lesli Kerth
Date: 2020.10.14 17:14:36
-05'00'

Authorized Signature
for
Associate Executive Director TA

Title
10/14/2020
Date

**PROJECT 3:
Hazmat Truck Traffic and Facilities Emergency Planning for Baytown, Texas**

Scope of WorkProject 3 Overview

The Texas A&M Transportation Institute (TTI) will work with the Greater Baytown LEPC to conduct a hazardous materials truck traffic and facilities emergency planning project to update the 2015 Commodity Flow Study in Chambers County Industrial District (CCID) areas that have experienced substantial growth. The goals of this project are to collect, evaluate, and document hazardous materials truck traffic information for major roadways and transportation corridors in and around the Baytown and west Chambers County area industrial districts. This will result in a project summary report that identifies hazardous materials transported by HazMat class/division, UN/NA identifiers, special handling characteristics, and transport vehicle types. The project will also identify primary transport corridors used by industrial (Tier II) facilities in Baytown, and communicate with Tier II Facility Emergency Coordinators for those facilities about local agency emergency and incident reporting contacts. The project information will be used to assess current hazardous materials transportation risks and incident response needs and capabilities and outcomes will help local jurisdictions assess current transport hazards and improve local emergency planning, enhance incident response and protective measures, and raise awareness of the public and elected officials about hazmat transportation risks.

Project 3 Tasks and Activities:

- Task 1. Identify major roadways and transportation corridors near CCIDs and brief local officials about project.
- Task 2. Identify the number of hazardous materials trucks surveyed for the study period.
- Task 3. Based on identified hazards and trucks in Task 2:
- a. Identify the primary hazardous materials transported in this area.
 - b. Determine special hazards being transported in this area.
 - c. Estimate peak transportation times for truck traffic in this area.
 - d. Identify truck types used for hazardous materials transport.

Task 4. Identify connecting transport corridors of Tier II facilities in Baytown.

Task 5. Communicate with Tier II facility emergency coordinators about local agency and incident reporting requirements.

Task 6. Brief results with local officials and discuss options for enhancing safety and incident response.

Budget:

The project cost is \$32,460 and estimates for materials, services, travel expenses, and indirect costs are listed in Attachment A-1.

ESTIMATED BUDGET FOR THE TEXAS A&M TRANSPORTATION INSTITUTE					
Estimated Budget through 9/30/2021		Hazmat Truck Traffic and Facilities Emergency Planning for Baytown, Texas			
Principal Investigator: David Bierling		Maestro Proposal No: 2101730			
A. Direct Costs					
1. Salaries and Wages ⁽¹⁾					
Professional Services	1.06 staff-mo	\$	11,708		
Professional Services (wages)	0.81 staff-mo	\$	4,301		
Subprofessional and Technical	0.00 staff-mo	\$	-		
Clerical Services ⁽²⁾	0.16 staff-mo	\$	673		
Students (Graduate Student on Wages)	0.00 staff-mo	\$	-		
Students (Undergraduate)	0.00 staff-mo	\$	-		
	TOTAL SALARIES AND WAGES				\$ 16,682
2. Fringe Benefits ⁽³⁾					
18.5% of Salaries and Wages (Staff)			\$2,289		
11.0% of Salaries and Wages (Staff)			\$473		
\$771 Health Insurance (Staff person/month)			\$941		
	TOTAL FRINGE BENEFITS				\$3,703
3. Expendable Goods/Supplies					
	TOTAL SUPPLIES				\$0
4. Travel ⁽⁴⁾ (Out of State or Country travel may require special approval.)					
			\$740		
	TOTAL TRAVEL				\$740
5a. Other Operating Expenses					
	SUB-TOTAL OTHER OPERATING EXPENSES				\$0
5b. Other Operating Costs (NO INDIRECT)					
Computer Operations ⁽⁵⁾			\$456		
	SUB-TOTAL OTHER OPERATING EXPENSES (No Indirect)				\$456
	TOTAL OTHER OPERATING EXPENSES				\$456
	TOTAL DIRECT COSTS				\$ 21,581
B. Administrative Costs					
	51.5%	MODIFIED TOTAL DIRECT COST ⁽⁶⁾	\$ 21,125	\$10,879	
	TOTAL ADMINISTRATIVE COSTS				\$10,879
	NET COST TO SPONSOR				\$ 32,460

All facilities and equipment necessary to accomplish the required work are available.

The Texas A&M University System serves people of all ages, regardless of socioeconomic level, race, color, sex, religion, disability or national origin.

1 Salaries are estimated to include any expected pay increases during the contract period. Except for the Program Manager and Other Experts, salary rates are estimated based on a pool of available personnel. Reimbursement will be based on actual costs per employee in accordance with the Performing Agency's payroll policy and salary rate.

2 Clerical Staff are directly charged as the support required is significantly greater than the routine level of services provided by academic departments.

3 Fringe benefit rates are estimates only. Reimbursement will be based on actual cost per employee.

4 The Performing Agency shall bill the Receiving Agency for travel expenses not to exceed the limits reimbursable under state law. Travel M&IE is calculated at 75% on the first and last days of travel. Trips shown are estimates only.

5 Includes computer equipment usage fee and network support services.