

TECHNICAL PROPOSAL REPORT

Agreement: E02470

Project Specific

Executed

Name: SR 422 - 17M, West Shore Resurface, ECMS # 92820.

Selection Process: Modified

Initiating Org: Engineering District 5-0

Part 1 - SR 422-17M, West Shore Resurface, ECMS # 92820

Description

The description and location of the project is as follows: This project is a highway betterment project on SR 422, involving pavement and bridge preservation including; resurfacing, mill, patch and overlay, drainage, guiderail and shoulders preservation.

Task 1 - Consultant Construction Inspection

Objective:

3.4.1 - Consultant Construction Inspection

This task involves Consultant Construction Inspection services provided to the Department.

Scope:

3.4.1 - Consultant Construction Inspection

I. STAFFING

A. Conduct

The Consultant's staff shall adhere to Commonwealth and Department policy regarding conduct and behavior. Acceptance of gifts and favors is strictly forbidden.

B. Establishment of Inspection Staff

1. The Consultant shall designate a member of its management staff as the official contact person for the administration of the Consultant Agreement and coordination of the inspection staff. The Consultant will not be directly reimbursed for any management staff time or expenses in carrying out this administrative function.

2. The Consultant's staffing shall include the individuals who were proposed in the Consultant's statement of interest. If the Consultant is unable to supply the staffing proposed in the statement of interest, the Consultant must explain to the District Executive or designee in writing, why the proposed staffing cannot be supplied and provide resumes of the proposed substitutes that equal or exceed the qualifications of staff proposed in the Statement of Interest.

3. The Consultant shall designate a member of its inspection staff as the Lead Inspector who shall remain on the project during those periods of time when the Department's Inspector-in-Charge is absent. The Lead Inspector shall be considered the Consultant's ranking employee on the project and shall not receive additional compensation from the Department for acting as the Inspector-in-Charge. The Department shall designate

the Department Inspection Classification for the Lead Inspector for this project. On all projects, which require the Consultant to supply five (5) or more inspectors, the Lead Inspector shall be classified as a Transportation Construction Inspector Supervisor (TCIS) or higher.

4. The Consultant shall provide the number of inspectors in each Department Inspection Classification designated by the Department to adequately inspect and document the work being inspected under this agreement.

5. The entire inspection staff must meet Minimum Experience and Training Requirements for each Department Payroll Classification indicated below.

6. One (1) year of experience for Consultant Inspection Staff will be credited to individuals that have worked a minimum of six (6) consecutive months, which constitutes a construction season, unbroken by no more than two (2) consecutive weeks consisting of vacation, sick days, or layoff. For nonconsecutive work, a total of eight (8) months is needed for one (1) year of credited experience. Credited experience will include working days and leave, less than two (2) consecutive weeks, consisting of either vacation, sick days, or layoff. No more than one (1) year's experience can be earned in any single twelve (12) month period.

7. The Consultant shall verify the resumes on all potential staffing candidates and then submit their proposed wage rate and resumes in sufficient detail to assure the Department that the individual meets and/or exceeds the requirements for the Department Inspection Classification for which the individual is being considered. Individuals are not considered approved for this agreement just because their names and rates are included in the Consultant's proposal.

C. Resume/ Minimum Experience Training (MET) Requirements

The job descriptions and requirements for the various Department Inspection Classifications follows:

TRANSPORTATION CONSTRUCTION MANAGER 2

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Transportation Construction Manager I and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification.

Or

Ten (10) years of Transportation Construction Inspection Supervision/Management experience and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification.

Or

Twenty (20) years of Transportation Construction Inspection Supervision/Management experience acceptable to the Department and a High School Diploma.

Note: NICET Level IV Certification may be substituted for PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification. A Bachelor's Degree in Civil Engineering may be substituted for four (4) years of experience. An active Professional Engineer's License may be

substituted for four (4) years of experience and all NICET Levels.

TRANSPORTATION CONSTRUCTION MANAGER 1

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Transportation Construction Inspector Supervisor (1 or 2), and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification.

Or

Eight (8) years of Transportation Construction Inspection Supervision/Management experience, a High School Diploma, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification.

Or

Fifteen (15) years of Transportation Construction Inspection Supervision/Management experience acceptable to the Department and a High School Diploma.

Note: NICET Level IV Certification may be substituted for PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification. A Bachelor's Degree in Civil Engineering may be substituted for four (4) years of experience. An active Professional Engineer's License may be substituted for four (4) years of experience and all NICET Levels.

TRANSPORTATION CONSTRUCTION INSPECTOR SUPERVISOR 2

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Transportation Construction Inspector Supervisor 1, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification and NICET Level III Certification in an appropriate subfield.

Or

Six (6) years of transportation construction inspection experience, a High School Diploma, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification and NICET Level III Certification in an appropriate subfield.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification and NICET Level III Certification in an appropriate subfield.

Note: A Bachelor's Degree in Civil Engineering may be substituted for three (3) years of experience, or an Associate Degree in Civil Engineering may be substituted for two (2) years of experience. An active Professional Engineer's License may be substituted for four (4) years of experience and all NICET Levels.

TRANSPORTATION CONSTRUCTION INSPECTOR SUPERVISOR 1

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Transportation Construction Inspector (2 or 3), and has PENNDOT Concrete Technician Certification or NECEPT Field Technician Certification or NICET Level III Certification in an appropriate subfield.

Or

Five (5) years of transportation construction inspection experience, a High School Diploma, and has PENNDOT Concrete Technician Certification or NECEPT Field Technician Certification or NICET Level III Certification in an appropriate subfield.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities, and has PENNDOT Concrete Technician Certification or NECEPT Field Technician Certification or NICET Level III Certification in an appropriate subfield.

Or

Six (6) years of Transportation Construction Inspection experience acceptable to the Department and a High School Diploma.

Note: A Bachelor's Degree in Civil Engineering may be substituted for three (3) years of experience, or an Associate Degree in Engineering may be substituted for two (2) years of experience. An active Professional Engineer's License may be substituted for four (4) years of experience and all NICET levels.

TRANSPORTATION CONSTRUCTION INSPECTOR 3

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Transportation Construction Inspector 2, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification and NICET Level II Certification in an appropriate subfield.

Or

Four (4) years of transportation construction inspection experience, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification and NICET Level II Certification in an appropriate subfield.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities, and has PENNDOT Concrete Technician Certification and NECEPT Field Technician Certification and NICET Level II Certification in an appropriate subfield.

Note: A Bachelor's Degree in Civil Engineering may be substituted for four (4) years of experience, or an Associate Degree in Engineering may be substituted for two (2) years of experience. An active Professional Engineer's License may be substituted for four (4) years of experience and all NICET Levels.

TRANSPORTATION CONSTRUCTION INSPECTOR 2

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Transportation Construction Inspector 1, and has PENNDOT Concrete Technician Certification or NECEPT Field Technician Certification or NICET Level II Certification in an appropriate subfield.

Or

Four (4) years of transportation construction inspection experience, a High School Diploma, and has PENNDOT Concrete Technician Certification or NECEPT Field Technician Certification or NICET Level II Certification in an appropriate subfield.

Or

Five (5) years of highway/building trades, construction, inspection, or design experience and a High School Diploma.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities, and has PENNDOT Concrete Technician Certification or NECEPT Field Technician Certification or NICET Level II Certification in an appropriate subfield.

Or

Holds a Bachelor's Degree in Civil Engineering or closely related field.

Note: Associate Degree in Engineering may be substituted for one (1) year of experience. An active Professional Engineer's License may be substituted for four (4) years of experience.

TRANSPORTATION CONSTRUCTION INSPECTOR 1

MINIMUM EXPERIENCE AND TRAINING:

One (1) year minimum experience as a Technical Assistant 2.

Or

Two (2) years of transportation construction inspection experience and a High School Diploma.

Or

Four (4) years of highway/building trades, construction, inspection, or design experience and a High School Diploma.

Or

Any equivalent combination of experience and/or training that provides the required knowledge, skills and abilities to read and interpret plans and specifications, measure and calculate quantities, and perform quality control testing on highway materials.

Note: Associate Degree in Engineering may be substituted for one (1) year of experience.

TECHNICAL ASSISTANT 2

MINIMUM EXPERIENCE AND TRAINING:

One (1) year of experience as a Technical Assistant 1 and a High School Diploma.

Or

Any equivalent combination of experience, training, or education that provides the required knowledge, skills, and abilities to read, write, and communicate fluently and do basic math computations for length, area, and volume.

TECHNICAL ASSISTANT 1

MINIMUM EXPERIENCE AND TRAINING:

High School Diploma

Or

Any equivalent combination of experience, training, or education that provides the required knowledge, skills, and abilities to read, write, and communicate fluently and do basic math computation for length, area, and volume.

COATINGS INSPECTOR 3

MINIMUM EXPERIENCE AND TRAINING:

High School Diploma and four (4) years minimum experience in structural steel coating application inspection, which includes one (1) year of coatings inspection experience on bridges, and has successfully completed NACE Coating Inspection Technician □ Session III course, formerly known as □NACE Intermediate Coating Inspector Training Certification□.

If a Coatings Inspector 3 is needed for bridge painting inspection the firm must provide lead abatement training (SSPC-C3) for their employees prior to the job assignment.

Note: NHI Course □Bridge Coating Inspection□ may be substituted for one (1) year of experience in structural steel coating application inspection.

COATINGS INSPECTOR 2

MINIMUM EXPERIENCE AND TRAINING:

High School Diploma and three (3) years minimum experience in structural steel coatings application inspection, which includes six (6) months of coatings inspection experience on bridges, and has successfully completed NACE Coating Inspection Technician □ Session I course, formerly known as □NACE Basic Coating Inspector Training Certification□.

If a Coatings Inspector 2 is needed for bridge painting inspection the firm must provide lead abatement training (SSPC-C3) for their employees prior to the job assignment.

Note: NHI Course □Bridge Coating Inspection□ may be substituted for one (1) year of experience in structural steel coating application inspection.

COATINGS INSPECTOR 1

MINIMUM EXPERIENCE AND TRAINING:

High School Diploma and three (3) years minimum experience in structural steel coating application inspection, which includes one (1) year cumulative experience in coating application inspection on a lead paint removal project where air monitoring, blood monitoring, containment and disposal of lead debris were performed, and be knowledgeable in applicable OSHA regulations governing proper respirator usage and lead exposure.

Note: Lead abatement training (SSPC-C3) may be substituted for one (1) year of cumulative experience on a lead paint removal project. NHI Course □Bridge Coating Inspection□ may be substituted for one (1) year of experience in structural steel coating application inspection.

D. Agreement Administration

1. The Department will notify the Consultant at least two (2) weeks prior to individual staffing assignments whenever possible.
2. Alternate staffing shall be reviewed and approved in writing by the Department's District Engineer or District Administrator. Consultant staff assigned to the project shall remain for the duration of the project unless the Department approves a transfer, promotion, temporarily suspends inspection services, terminates project employment, or the Consultant no longer employs the employee.
3. The Department reserves the right to order the immediate removal of any of the Consultant's staff from the project because of unsatisfactory performance or behavior.
4. The Department reserves the right, upon giving a minimum of two (2) weeks notice, to replace any or all of the Consultant's staff on the project with Department employees.
5. The Department reserves the right to remove any or the entire Consultant's staff due to delay, discontinuation, or termination of the construction contractor's operations. The Department will attempt to give the Consultant notice as soon as the construction contractor notifies the Department.
6. The Consultant's staff shall be provided the opportunity to work the same as Department employees during periods of inclement weather; that is, they will work on the field books, etc., rather than being sent home. As long as a Consultant's employee is assigned to a project, the employee shall be provided the opportunity to work a minimum of thirty-seven and a half (37.5) hours of work per week, excluding Saturdays and Sundays. However, holidays, vacation days, and sick leave days will be counted as part of the thirty-seven and a half (37.5) hours.

II. METHOD OF PAYMENT

The method of payment for services and work will be Specific Rate of Compensation together with Direct Cost other than Payroll, as specified by the Department, and Direct Costs of Services and Work Performed By Others, if applicable.

A. Specific Rate of Compensation

1. The maximum hourly payroll rate per classification for each Department Inspection Classification for each calendar year shall be as indicated in policy letters issued by the Department.
2. The maximum hourly payroll rate is the maximum hourly wage rate for Department participation to an employee for the specified Department Classification. Central Office, through the Engineering and Construction Management System (ECMS) will approve an individual's wage rate up to the maximum allowable payroll rate per classification for the purpose of proposal preparation. However, the District Office has final authority for wage rate acceptance. The Consultant shall not request approval for any hourly payroll rate that exceeds the Department's maximum hourly payroll rate established for the respective Department Inspection Classification for a particular year.
3. The District Office will review an individual's resume and proposed hourly payroll rate. The District reserves the right to negotiate hourly payroll rates of individuals based on knowledge, experience, and education up to the maximum specified hourly payroll rate. The wage rate range will be from the maximum wage rate of the next lower classification to the maximum rate listed for the classification described.

4. If the hourly payroll rate in ECMS is different than the negotiated rate established by the District, the consultant must submit the revised hourly wage rate in ECMS within 30 days of the employee being assigned to work on the project.
- 5 The Consultant must obtain approval of hourly payroll rate increases from the District Office and through ECMS prior to the effective date of the increase.
6. The Department will not reimburse, as a direct charge, the Consultant's cost for holiday, vacation, or sick leave pay.
7. The Consultant may bill the Department for premium overtime for each Inspection Classification below a TCM classification if approved by the District Engineer or District Administrator and provided:
 - a. The employee has been compensated for forty (40) hours of actual work during that workweek at his/her regular salary while assigned to the agreement. Vacation days and/or sick days will not count towards the forty (40) hours for the purpose of determining overtime. Only the following six (6) holidays (7.5 hours per day) will count toward the forty (40) hours for the purpose of determining overtime: New Years Day; Memorial Day; Independence Day (Declaration Day); Labor Day; Thanksgiving Day; and Christmas Day. The workweek is defined as Sunday a.m. to Saturday p.m. for the purpose of determining overtime. The workweek definition may be changed if mutually agreed upon in writing by the Department's Assistant District Engineer - Construction.
 - b. The Consultant has included a copy of the company's written policy for the payment of overtime in his proposal and the employee received compensation for overtime hours. Employees in the TCM or higher Department Classification will not receive premium compensation.
8. The Department will not directly reimburse the consultant for time required for employees to travel to and from the project.

B. Direct Cost Other than Payroll

1. The Consultant will be paid actual direct costs other than payroll specified by the Department.
2. The Department shall not accept any charges for mileage with rates in excess of the maximum State rate set forth in appropriate directives promulgated by the Governor's Office, Commonwealth of Pennsylvania (Currently Management Directive 230.10), or the Consultant's company policy, whichever is less.
3. A maximum daily reimbursement amount for mileage to and from the work site or lodging will be established by multiplying 100 miles by the maximum Department allowable mileage rate per mile. An inspector will be reimbursed for either mileage to and from the work site or lodging, but will not be reimbursed for a combination of the two during the same day. Mileage will be reimbursed for the most direct route from the inspector's residence to the work site and return. A commuting distance of 15 miles each direction will be considered a normal commuting distance from the inspector's residence and will not be eligible for mileage reimbursement. Lodging will be reimbursed at a maximum reimbursement amount as established above, in lieu of mileage. Receipts for all costs must be provided to the Department upon request. Lodging will only be reimbursed for employees whose homes are more than 65 miles from the work site.
4. Direct Costs Other Than Payroll reimbursement will be limited to the lesser of the actual cost or the maximum allowable cost of providing the equipment specified in this Scope of Work and the cost of eligible mileage and lodging.

5. The Consultant shall furnish all safety equipment for its employees (hard hats, safety vests, etc.), unless otherwise directed. No direct reimbursement will be made for this equipment.

6. The Consultant shall furnish all hand tools for its employees (6 foot rules, tapes, hand levels, etc.). No direct reimbursement will be made for this equipment.

7. The Department will directly reimburse the Consultant for the following equipment, if required, for use by the Consultant's inspection staff for this agreement up to the maximum allowable direct reimbursement indicated below:

Nuclear Density Gauge @ \$660.00 /month
Vehicle for transporting Nuclear Gauge @ \$650.00 /month
Two-way Radio @ \$25.00 /month
Radio Base Station @ \$35.00 /month
Cell Phone Usage as per Invoice
Repeater as per Invoice
Pagers as per Invoice
Paint Inspection Medical Tests as per Invoice

If the equipment is self-owned, reimbursement will be based on actual cost of ownership not to exceed the maximum allowable. If equipment is from an outside supplier, the Consultant must secure a minimum of three written quotes. The Department reserves the right to request additional quotes.

Cost of phones, pagers, and associated activation fees are not eligible for direct reimbursement.

III. PRECONSTRUCTION CONSIDERATIONS

A. Notice to Proceed

The Department will send an electronic Notice to Proceed, for each Agreement Part, to the Consultant through the Engineering and Construction Management System (ECMS). The Consultant will not request reimbursement for any work or services provided prior to the electronic Notice to Proceed issued through ECMS.

B. Preconstruction Conference

A preconstruction conference shall be held by the Department and attended by the Consultant, if directed by the Department and if the Notice to Proceed has been issued, to discuss with the contractor all essential matters pertaining to the performance of the project.

IV. RECORDS AND DOCUMENTATION

A. Documentation

The Consultant, under the Department's supervision and direction, shall keep records through the Department's Construction Documentation System (CDS, CDS NextGen) or paper system, and document the work by methods approved by the Department. All documentation, including source documents, shall be made part of the project record. The Department will monitor the Consultant's inspection staff documentation procedures.

B. Required Publications

The Consultant shall be furnished with diaries and related record keeping forms. The Consultant shall provide one (1) copy of the Pub. 408 Specification per inspector and one (1) copy of the following publications per project:

Pub. 2 - Project Office Manual; Pub.8 - Construction Manual; Pub. 19 - Field Test Manual; Pub. 203 - Work Zone Traffic Control

For information on how to purchase these Publications, contact the Department Publication Sales Store, located in the Keystone Building Fifth floor, at (717) 787- 6746.

V. CONSTRUCTION INSPECTION

A. Hierarchy

The Consultant shall provide construction inspection services under the supervision and direction of the Department's Inspector-in-Charge.

B. Documentation Responsibilities

The Consultant's inspection staff, under the supervision and direction of the Department's Inspector-in-Charge, shall be responsible, through written documentation, to verify that the construction is or is not performed in conformity with the approved plans, specifications, and contract provisions; for determining and documenting the quality and quantity of materials and work items; for the preparation of as-built drawings; for recording all pertinent information related to the completion and progress of work; for the measurement and recommending acceptance for payment of completed work; for being knowledgeable of and complying with all applicable FHWA regulations; for cooperating and consulting with Department officials during the course of the contract; and for other duties as may be required.

C. Coatings Inspection

1. Monitor contractor operations for compliance with contract environmental protection (air quality) and health and safety procedures in particular blood lead tests and respiration protection. Supervise inspection staff concerning compliance with health and safety procedures (blood lead and respiratory protection).

2. Document daily ambient conditions (temperature, humidity, wind, etc.) during abrasive blasting and coating application. Check surface preparation using equipment and referenced standards (specs. and visual); check profile depth and salt contamination of surface. Inspect application of coatings (procedures, mixing, thickness) using test instruments and compare with manufacturer's data sheets.

3. Prepare periodic progress reports summarizing, in detail, project work activities including records of labor, materials, and equipment used.

4. The Coatings Inspector will verify and document that the contractor is following all specification requirements, their own submittals for containment, and environmental and worker protection.

5. Checking cleanup and decontamination procedures at the end of each day.

6. Checking the collection, storage, and disposal of waste per specifications and SSPC Guide.

7. Document preparation to provide thorough reporting of the contractor's daily activities and workforce. Documentation of the conditions noted

above, necessary documentation to report deficiencies in the contractor's workmanship or materials, and pro-active efforts to obtain compliance with the contractor's contractual requirements.

8. All services must comply with the requirements of 29 CFR 1926.62 throughout the duration of the inspection.

VI. MATERIALS CONTROL

A. Acceptance Testing and Inspection

1. The Consultant shall assist the Department in performing a sampling and testing program that will provide adequate assurance that the materials incorporated in the project are in conformance with the construction contract requirements.

2. The manner in which materials will be sampled and tested for acceptance shall be by Department approved methods. The Department's Materials and Testing Division or their designee shall perform laboratory testing.

3. The Consultant's inspection staff shall abide by approved materials acceptance procedures.

4. The construction contractor will provide testing equipment unless specified otherwise in the Department Details.

B. Quality Assurance Program

The Department without exception shall administer the quality assurance program.

C. Project Materials Certification

The Department will ascertain and document that materials have been certified by issuance of the District's letter of Project Materials Certification Form, TR 4238-A.

VII. PAYMENTS TO CONTRACTOR

A. Payment

The Department shall make payment to the contractor in accordance with the terms of the contract.

B. Estimates

The Consultant's personnel shall prepare estimates in the Department's format.

VIII. WORK ORDERS

A. Preparation

The Consultant's personnel will assist the Department in preparing Work Orders.

B. Issuance

The Department will be responsible for issuing any Work Orders.

IX. MONITORING CONTRACT TIME AND SCHEDULE ADJUSTMENTS:

A. Assistance to the Department

The Consultant shall assist the Department, as appropriate, in:

1. The monitoring of an Early Start, Late Finish, Base Line Chart that displays the contractor's project schedule, including project cash flow.
2. The monitoring of the Base Line Chart, the contractor's actual work performed compared to the project schedule, for the life of the project.

B. Contract time or schedule adjustment

The Department will be responsible for approving contract time and/or schedule adjustments.

X. CONTRACT COMPLIANCE

A. Labor Compliance

The Consultant shall assist the Department in obtaining compliance with the labor standards provisions of the contract and the related wage determination decisions of the Secretary of Labor.

B. Construction Safety

The Consultant shall provide assistance to the Department in obtaining compliance with the safety and accident prevention provisions of the contract. The Consultant shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the work of the contractor; these are solely the contractor's responsibility under the contractor's contract, particularly Section VIII of the Required Contract Provisions on Federal-Aid Projects.

C. Equal Opportunity

The Consultant shall assist the Department in obtaining compliance with the equal opportunity provisions of the construction contract, particularly Section II of the Required Contract Provisions and the EEO and MBE/WBE/DBE special provisions.

XI. CONTRACT FINALIZATION AND PROJECT ACCEPTANCE

A. Final Inspection

1. The Consultant shall participate with the Department in a final inspection when notified by the contractor that the project is substantially completed.

B. Final Settlement of Contract

1. The Consultant, under the Department's supervision and direction, shall determine from documented project records the final quantity of each contract item and forward this information to the Department within 30 days of the issuance of the Acceptance Certificate (CS-4138).
2. Upon receipt of written acceptance of the final quantities from the contractor, the Department shall prepare the final estimates and final work order.

C. Records

All project records are property of the Department.

In order to be capable of addressing any tasks associated with the contractor's activities over the life of the project, the Department reserves the right to increase or decrease inspection staff on each part (or work order). The maximum number of inspectors for all active parts (or work order) is limited to the total maximum number of resumes stated in the advertisement.

The number of inspectors and classifications listed below is solely for the selection process. This is an estimate based on available information at the time of the advertisement. Understandably, the number and classifications may vary depending on various factors. Adjustments can be made provided the staffing requested is within the standard scope of work.

Detail Task 1 - Consultant Construction Inspection

Department Details:

Estimated working hours & miles, information is as follows.

This projects will start as follows.

Part 1- Start date anticipated March-April 2012 and anticipated completion date November-December 2012.

Part 1

Estimated straight time work hours for 2 TCI's = 2800 HRS.

Over time hours for 2 TCI's = 700 Hrs.

Estimated straight time work hours for TCIS = 1600 Hrs.

Over time hours for 1 TCIS = 400 Hrs.

Estimated straight time work hours for TCM = 2000 Hrs.

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Estimated Straight time hours for TA = 1400 Hrs.

Over time hours for 1 TA = 350 Hrs

Mileage:

On Job Mileage - 25,000 Miles

Commute/Lodging Mileage -75,000 Miles

Total miles 100,000

Approach:

I. STAFFING

A. Conduct

McTish, Kunkel & Associates will strictly adhere to all Commonwealth and Department policies for conduct and behavior. Our inspection staff understands that the acceptance of any gifts or favors is strictly forbidden.

B. Establishment of Inspection Staff

Mr. David J. McTish will serve as the official contact person for the administration of this Consultant Agreement. Mr. David R. Heyne will serve as the Project Manager for this Agreement and will coordinate the McTish, Kunkel & Associates inspection staff. Mr. Dave Heyne or our regional Construction "Field" manager who will conduct performance reviews of our staff on a regular basis. MKA will not seek direct reimbursement for any management staff time or associated expenses while performing these administrative and QA/QC functions.

MKA will provide the required number of inspectors in each payroll classification as designated in the advertisement and Scope of Work to adequately inspect and document the work being performed under this Agreement. This inspection staff will meet or exceed the guidelines as set forth in the scope of work for each TCIS-2, TCIS-1, TCI-3, TCI-2, TCI-1, TA-2, and TA-1 payroll classifications that are requested for this Agreement by the Department.

If requested by the District, MKA will designate one inspector as our lead inspector for the duration of this Agreement and will substitute for the Department's Inspector-in-Charge during his/her absences.

MKA will provide those inspection personnel as outlined in the statement of interest. Should any of the personnel be unavailable or incapable of performing inspection duties for this Agreement, MKA will provide a suitable, qualified substitute that receives prior approval by the District. MKA will ensure that the entire inspection staff will meet the appropriate job descriptions and requirements for the various Department inspection classifications as described in the scope of work.

MKA has made and will continue to provide detailed background checks of all inspection personnel in the proposal submission to ensure that they meet or exceed requirements for each Department Inspection Classification.

C. Resume/Minimum Experience Training (MET) Requirements

MKA will implement and follow the job descriptions and requirements as set forth for the various Department Inspection Classifications for TCIS-2, TCIS-1, TCI-3, TCI-2, TCI-1, TA-2, TA-1 when assigning construction inspection personnel.

D. Agreement Administration

MKA understands the complexity involved when determining staffing needs and will work with the Department in satisfying all staffing assignments. MKA inspection personnel will be staffed according to Department requests and approval and will remain on the project for the duration of the project. Inspectors will be transferred or reassigned only as approved by the Department. We understand the Department reserves the right to immediately remove any or all of the MKA (or MKA Subconsultant) inspection staff due to unsatisfactory performance or behavior, delays, discontinuation or work stoppage and will provide MKA with notice as soon as it is obtained from the contractor. MKA appreciates that the Department will provide two (2) weeks minimum notice when replacing any or all of our staff with Department employees.

MKA understands our inspection personnel will be provided the opportunity to work the same as Department employees and a minimum of thirty-seven and a half (37.5) hours each week, Holidays, vacation days and sick leave days will be counted as part of the thirty-seven and a half (37.5) hours for the week.

II. METHOD OF PAYMENT

MKA will seek reimbursement for services and work on this contract by Specific Rate Of Compensation plus Direct Cost Other Than Payroll as specified by the Department.

A. Specific Rate of Compensation

MKA will adhere to the maximum hourly payroll rate per inspection classification as per policy letters issued by the Pennsylvania Department of Transportation. We fully understand the District may exercise the right to negotiate hourly rates of inspection personnel based on their knowledge, experience and education. MKA will use our current overhead rate which will provide for substantial savings to the Department on this Agreement. MKA's maximum hourly payroll rates will not exceed those established by the Department for each Payroll Classification. MKA will submit to the District through ECMS for approval of all proposed employees and their rates and effective dates prior to the inspector's assignment to the project. No charges or assignments will be made to the Department prior to receiving wage rate approval by PennDOT, and receiving written notice authorizing us to staff each assignment.

It is MKA's policy to compensate all construction inspectors at a premium rate of 150% of their base pay rate for overtime work, in excess of 40 worked hours per week. As per this Construction Inspection Agreement and MKA Policy, MKA will include 7.5 hours toward the 40 hours worked (for determining overhead) for the following six (6) holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MKA reimburses all employees at an overtime rate for all worked hours over 40 hours per week under the classification of a TCM, but does not reimburse inspection personnel for travel time going to or from a project.

B. Direct Costs Other than Payroll

MKA will seek reimbursement from the Department for actual direct costs other than payroll as specified in the Scope of Work for this Agreement and will use the lesser of the actual cost or maximum allowable cost of providing specified equipment and the cost of mileage and/or lodging at the current established rates and provisions outlined in the Scope of Work for this Agreement.

MKA inspection personnel have all of the necessary technical resources and equipment available to perform our services under this Agreement including all PENNDOT publications, safety equipment, hand tools, paint inspection, two-way radios, cameras, computer hardware and software, survey equipment and gas monitoring equipment for confined space entry, all without direct reimbursement from the Department.

MKA will submit for direct reimbursement for equipment as specified by the Department in the Scope of Work: Nuclear Gauge at actual cost not to exceed \$660.00/month; one (1) vehicle for transporting the Nuclear Gauge at actual cost not to exceed \$650.00/month; two-way radio at actual cost not to exceed \$25.00/month; Radio Base Station at actual cost not to exceed \$35.00/month; Cell Phone usage as per invoice; repeater, pagers and Paint Inspection Medical Tests all as per invoice.

MKA understands the current mileage reimbursement policy for on the project mileage. We also understand that the annual maximum mileage rate will be determined by using the state rate set forth in appropriate directives promulgated by the Governor's office, Commonwealth of Pennsylvania.

III. PRECONSTRUCTION CONSIDERATIONS

A. Notice to Proceed

MKA will receive notice through ECMS from the Department specifying the date work will begin.

B. Preconstruction Conference

MKA will attend the preconstruction conference and all other meetings as directed by the Department.

IV. RECORDS AND DOCUMENTATION

A. Documentation

MKA's field inspectors will keep and maintain accurate daily inspection reports that will be used to prepare the daily project master diary entries. These reports will contain accurate measurements and calculations for pay quantities, which will be used to provide a clear audit trail from the project estimate summary to the source document.

B. Required Publications

All MKA personnel assigned to this Agreement will be provided with or have on-site access to all PENNDOT publications, standards and manuals necessary to completely understand and perform their assigned tasks including Pub. 2, Project Office Manual; Pub. 8, Construction Manual; Pub. 19, Field Test Manual; Pub. 21, Field Computation Guide Book; Pub. 212, Official Traffic Control Devices; Pub. 213 Work Zone Traffic Control Manual; Pub. 408 Specifications. We understand the Department will provide diaries and related record keeping forms.

V. CONSTRUCTION INSPECTION

A. Hierarchy

MKA will provide the construction inspection services on the project under the supervision of the Department's Inspector-in-Charge.

B. Documentation Responsibilities

MKA understands that PENNDOT Publication 408 along with applicable supplements and special provisions will be utilized for the construction of this project. The MKA project team will perform its work in accordance with all applicable FHWA and AASHTO regulations, PENNDOT standard procedures, regulations and safety policies and all pertinent publications and manuals as needed to complete the construction inspection assignments under this agreement. The inspection team will maintain and update as-built drawings, review, and approve if acceptable, the contractors source of material as well as perform acceptance tests and observe quality assurance testing to ensure contractor compliance with PENNDOT specifications and the project requirements. Additionally, we are aware of the need to check prevailing wages from the contractor.

C. Coatings Inspection

MKA will monitor operations for compliance with the contract for environmental protection, health and safety documentation in accordance with provisions of 29 CFR 1926.62 throughout the duration of the inspection.

VI. MATERIALS CONTROL

A. Acceptance Testing and Inspection

MKA inspection personnel will witness and perform materials tests and collect samples for material testing for compliance in accordance with Departmental provisions and procedures. MKA's NICET, NECEPT, Nuclear Gauge and PENNDOT/ACI certified inspectors are trained and experienced in performing PENNDOT material acceptance testing for concrete, soil and asphalt, and will ensure that all materials used on the

project are in conformance with the contract requirements and provisions. We understand that the Contractor for each project will provide the testing equipment unless otherwise specifically specified in the Consultant Agreement.

B. Quality Assurance Program

MKA will assist the Department in establishing consistency in quality assurance and quality control on the job site as well as offer a tremendous internal resource staff dedicated to assisting our construction inspection staff daily. At least one member of our staff is calling or visiting each project every week.

C. Project Materials Certification

MKA inspection personnel will ensure that all materials incorporated into each project have met specification requirements and all required materials documentation is properly completed and on file.

VII. PAYMENTS TO CONTRACTOR

A. Payment

MKA inspection personnel are familiar with providing accurate and comprehensive field calculations and quantities so that prompt payment may be made to the contractor at the schedule specified by the Department.

B. Estimates

MKA inspection personnel will provide for prompt completion and submittal of the current estimate of all work completed by the contractor once all required certifications have been provided. The Contractor will be permitted the opportunity to review individual inspector pay quantities on a daily basis and will be able to comment on each estimate prior to processing by the District office. Inspectors will ensure the quantity and quality of materials as they are placed. Any materials deemed as inferior or lacking documentation will not appear on the current estimate until they are determined to be acceptable.

VIII. WORK ORDERS

A. Preparation

MKA inspection personnel will assist the Department in the preparation of work orders. The prompt completion and approval of work orders is necessary and closely related to the payment of estimates and all project records.

B. Issuance

The Department will be responsible for the issuance of any Work Orders authorizing the performance of additional work, extra work, extra work on a force account basis or to balance original contract item quantities. MKA will assist the Department, if requested, in determining if there is a need for or a significant change in the character of the work to warrant the preparation and processing of a work order.

IX. MONITORING CONTRACT TIME AND SCHEDULE ADJUSTMENTS

A. Assistance to Department

MKA will assist the Department in the evaluation, monitoring and acceptance of the contractor's schedule. Utilizing our experienced staff, MKA can monitor the contractor's CPM schedule if requested. MKA could be available to attend job progress meetings, monitoring of changes in the

contractor's schedule, preparation of reports, as needed, to recommend or deny time extensions, claims or phasing with adjacent construction work or traffic control considerations. Our experience on CPM projects has enabled MKA to provide the Department with valuable documentation to avoid the possible costly disputes or justify additional costs.

X. CONTRACT COMPLIANCE

A. Labor Compliance

MKA will assist the Department in performing periodic wage rate inspections to make sure the contractor is in compliance with the labor standard provisions of the contract, and the related wage determination decisions of the Secretary of Labor.

B. Construction Safety

MKA will assist the Department with recommendations regarding safety and accident prevention.

The Consultant shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the work of the contractor, because these are solely the contractor's responsibility under the contractor's contract, particularly Section VIII of the Required Contract Provisions on Federal-Aid Projects.

C. Equal Opportunity

MKA will assist the Department in obtaining compliance with the equal opportunity provisions of the contract as well as the EEO and MBE/WBE/DBE special provisions.

XI. CONTRACT FINALIZATION AND PROJECT ACCEPTANCE

A. Final Inspection

MKA will participate with the Department in a semi-final inspection when the contract for the project is substantially completed, and upon written notification from the contractor that corrective action has been completed (from items on the punch list), MKA and the Department shall make a final inspection. When satisfied that the project has been completed in accordance with the terms of the contract, the project shall be accepted.

B. Final Settlement of Contract

The MKA inspection staff will prepare all current and the final estimates for payment to the contractor as required under the supervision of the Department's inspector-in-charge. MKA will determine from the project records that the contractor has met the requirements for completion of all physical work items and the required materials certifications and/or other contractually required documents relating to the verification that physical work items meet specifications and have been satisfactorily furnished.

C. Records

MKA will deliver all up do date documents, records and drawings to the Department at the completion of the project.

Consultant Hierarchy

Business Partner

DBE Type

Supervising BP

M.J. McTish and Associates, Inc. d/b/a McTish, Kunkel & Associates	No	
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RIG Consulting, Inc.

Yes

M.J. McTish and Associates, Inc. d/b/a McTish, Kunkel & Associates

Attachments

No records found.

You are currently logged in as **Roland L. Rode**.

Release: 20.1
Session size: 0.1k

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