

## LEGAL DOCUMENT

<b>Agreement:</b> E00978	<b>Project Specific</b>	<b>Active</b>
<b>Name:</b> Statewide Bridge Inspection Quality Assurance		<b>Selection Process:</b> Modified <b>Initiating Org:</b> Bureau of Design

• denotes required fields

### Project Specific Agreement E00978

#### Bureau of Design

Initiating Organization

**\$5,422,746.12**

Maximum Agreement Cost

### Mackin Engineering Company 25-1125780

Consultant - FID

#### Cost per Unit of Work

#### Cost Plus Fixed Fee

Method(s) of Payment

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**County**

Statewide

**State Route/Section**

Var/Var

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THIS AGREEMENT, made and entered into on 11/22/2006, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Mackin Engineering Company, a Corporation of CONSULTANTS, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, ("Consultant").

**WITNESSETH:**

- **Scope Of This Agreement**

- **Project Identification**

The Consultant, for and in consideration of the payment or payments specified in this AGREEMENT, shall perform all work and equipment and materials not otherwise provided, for provide independent Quality Assurance review of the Department's Safety Consisting of bridge inspections, load rating analyses, identifying problems and making recommendations for improvements in inspection program.

**Part 1 - This Part has been deleted from the Agreement**

**Part 2 - This Part has been deleted from the Agreement**

**Part 3 - Design Support Services**

State Project Number:	· 0INSPF03PT34300
Program Code:	· 383
Federal Project Number:	· L1C0NBIS050
MPMS Number:	· 29
Maximum Amount:	· \$2,685,631.81
Method of Payment:	· Cost per Unit of Work

**Part 4 - Design Support Services**

State Project Number:	· 0INSP003PT44300
Program Code:	· 383
Federal Project Number:	· L1C0NBIS050
MPMS Number:	· 29
Maximum Amount:	· \$2,686,110.61
Method of Payment:	· Cost per Unit of Work

**Part 5 - Design Support Services**

State Project Number:	· 0INSPA03PT54300
Program Code:	· 383
Federal Project Number:	· L1C0NBIS050
MPMS Number:	· 29
Maximum Amount:	· \$51,003.70
Method of Payment:	· Cost Plus Fixed Fee

- **Terms, Conditions and Provisions**

- The Consultant agrees to comply with and to provide the required work and services in accordance with the provisions listed below, which are incorporated into this AGREEMENT by reference, as though physically attached.
  - [Commonwealth Contractor Responsibility Provisions, dated April 16, 1999](#)
  - [Consultant Integrity Provisions, dated December 20, 1991](#)
  - [Commonwealth Nondiscrimination/Sexual Harassment Clause, dated June 30, 1999](#)
  - [Federal Nondiscrimination and Equal Employment Opportunity Clauses, dated January 1976](#)
  - [Offset Provision for Commonwealth Contracts, dated April 16, 1999](#)
  - [Pennsylvania Election Code, dated February 22, 2001](#)
  - [Publication No. 442, Bureau of Design Specifications for Consultant Agreements, dated 3/13/2001](#)
  - [Provisions Concerning the Americans With Disabilities Act, dated 01/2001](#)
- By signing this Agreement, the Consultant certifies their compliance with the following requirements:
  - [Consultant's Certification of Non-Collusion, dated February 1990](#)
  - [Certification Regarding Debarment, Suspension and Other Responsibility Matters, dated August 1990](#)
  - [Certificate of Restrictions on Lobbying, dated August 6, 1990](#)
  - [Consultant's Acceptance of PA Workmen's Compensation Act, dated August, 1999](#)
- By signing this Agreement, the Department certifies their compliance with the following requirement:
  - [Department's Certificate of Non-Collusion, dated January 1999](#)
- The Consultant agrees to comply with and to provide the required work and services in accordance with the [Department's Standard Agreement Special Requirements, dated April 26, 2001](#) and the following standard method of payment special provisions: [Method of Payment - Cost per Unit of Work, dated 5/16/2001](#), [Method of Payment - Cost Plus Fixed Fee; dated 5/16/2005](#), which have been made available to the Consultant in electronic or paper form, and the Consultant's [Technical Proposal](#), and [Price Proposal](#), which are incorporated into this Agreement by reference.
- The scope of work and services, as set forth in the Consultant's technical proposal, are to be performed in conformance with the requirements of this Agreement and the applicable provisions of the current Department Publications, Manuals, Handbooks, Policies and Procedures. The Department and the Consultant shall confer at any time when the Department issues an amendment, revision, amplification, increase, and/or change to any Publication, Manual, Handbook, Policy or Procedures to determine whether there is a change in scope and/or accepted work and services completed by the Consultant which is ordered changed. The Department, with the approval of the Federal Highway Administration (FHWA) when applicable, where there is such a change, will issue a Supplemental Agreement

- **Agreement Duration**

- **Notice To Proceed**

The consultant shall not proceed with work and services required under any Part of this Agreement until specifically authorized by the Department to proceed on that Part in the form of an electronic Notice to Proceed (NTP) issued through the Engineering and Construction Management System (ECMS).

- **Time Of Completion**

- The Consultant shall complete all of the work and services covered by each Part of this Agreement within the time period indicated below:

Part 3 - Within 60 calendar months after the NTP date.

Part 4 - Within 60 calendar months after the NTP date.

Part 5 - Within 60 calendar months after the NTP date.

- The Consultant shall not be eligible for and shall not request reimbursement from the Department for any costs incurred under an Agreement Part after the expiration of that Part.
    - The time of completion for a Part may be extended by the execution of a Supplemental Agreement or by a letter signed by the Deputy Secretary for Highway Administration, or his Designee. The Consultant must initiate a time extension request in the form of a letter, to the Department's Manager of this Agreement, providing justification for the time extension prior to the termination date of the Part. An authorized Department Representative shall submit a transmittal letter and a copy of the Consultant's time extension request to the Consultant Agreement Division, Bureau of Design, for approval by the Deputy Secretary for Highway Administration, a minimum three (3) weeks prior to the termination date of the Agreement Part. If justified, the Deputy Secretary for Highway Administration, or his Designee, will issue a time extension approval letter prior to the expiration date of the Agreement Part. A copy of the time extension approval letter shall be forwarded to the Department's Project Manager and the Document Review and Control Division, Comptroller's Office.

- **Compensation**

- **Maximum Cost**

- The total cost of each Part of this Agreement shall not exceed the maximum cost for each Part as specified in the Consultant's Price Proposal. The total maximum cost of this Agreement shall not exceed

\$5,422,746.12 without prior approval by the Department and by the Federal Highway Administration (FHWA), where applicable, in the form of a Supplemental Agreement signed by the Department and the Consultant.

- The maximum costs under each Part may be adjusted when the Consultant establishes and the Department agrees that there has been or is to be a significant change in the following:
  - Scope, complexity, or character of the original work and services to be performed, induced, caused or directed by the Department.
  - Conditions under which the original work and services were required to be performed, neither foreseen by the Department nor by the Consultant at the time of execution of the original Agreement, nor created thereafter by the Consultant.
  - Duration of work, if the change from the time of completion specified in the Agreement was induced, caused or was the result of directions issued by the Department.
  - The Department will not reimburse the Consultant for any costs incurred in excess of the maximum amount stipulated for any category of funds on the Consultant's invoice template as approved by the Department at the time the costs were incurred.

- **Additional Agreement Conditions**

- **Disadvantaged Business Enterprise Goal**

The Consultant shall attain the Disadvantaged Business Enterprise goal of 16 % of the total cost, excluding non-professional costs, of this Agreement, including all supplements hereto. Costs included in a DBE firm's price proposal as direct cost of work and services by others shall not count as DBE participation in this Agreement. In the alternative a showing of good faith effort shall be made.

For agreements with an established Disadvantaged Business Enterprise goal, documentation of good faith effort shall be made by the Consultant and be subject to the concurrence of the Department. A list of the requirements constituting good faith effort is included in this provision: [Good Faith Effort, dated May 4, 2001](#).

**Document Status:** Executed

**Negotiator:** Kleist, Gary R.

<b>Workflow</b>			
<b>Status</b>	<b>Name</b>	<b>Disposition</b>	<b>Date/Time</b>
Consultant Review	Thomas E Riestler P.E./PennDOT BP-000003 - Vice-President	Sign	11/17/2006 09:31:48 AM
<i>Signed by Thomas E Riestler P.E./PennDOT BP-000003 on 11/17/2006 at 09:31:48 AM.</i>			
Deputy Secretary Review	Robert M Peda/PennDOT	Sign	11/17/2006 10:53:24 AM
<i>Signed by Robert M Peda/PennDOT on 11/17/2006 at 10:53:24 AM.</i>			
Chief Counsel Review	Michael H Kline/PennDOT	Approve	11/20/2006 09:48:19 AM
<i>Approved by Michael H Kline/PennDOT on 11/20/2006 at 09:48:19 AM.</i>			
Comptroller Review	Michael G Landry/PennDOT	Approve	11/22/2006 08:32:51 AM
<i>Approved by Michael G Landry/PennDOT on 11/22/2006 at 08:32:51 AM.</i>			
CAD Chief Approval	Chris A Drda/PennDOT	Execute	11/22/2006 09:19:26 AM
<i>Executed by Chris A Drda/PennDOT on 11/22/2006 at 09:19:26 AM.</i>			

<b>Audit Information</b>			
<b>Created By</b>	<b>Created On</b>	<b>Modified By</b>	<b>Modified On</b>
Gary R Kleist/PennDOT	11/15/2006 02:41:08 PM	Chris A Drda/PennDOT	11/22/2006 09:19:39 AM

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Fri May 22 08:04:26 EDT 2009  
Official ECMS Date/Time