

► Agility Partner Guide

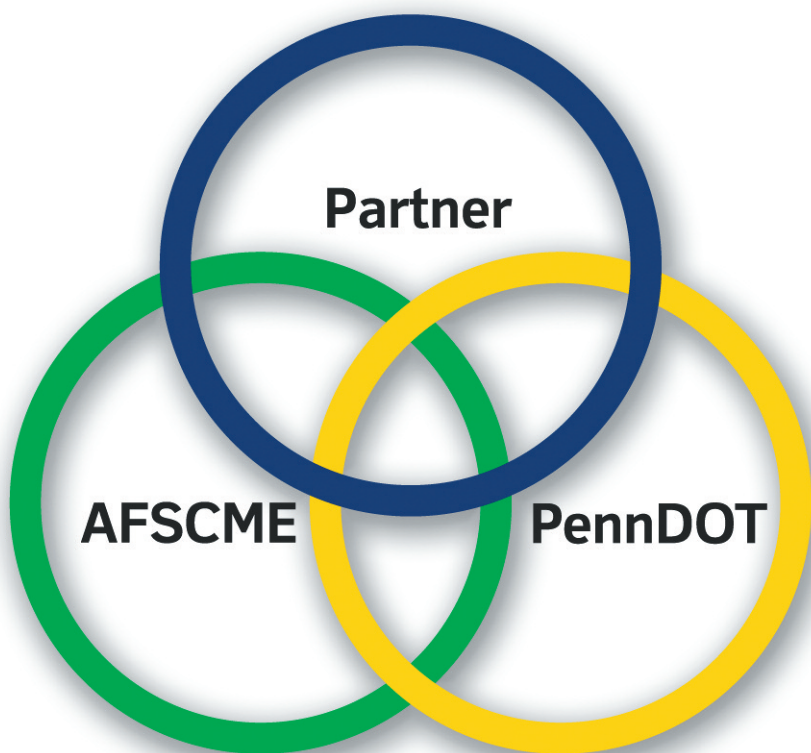


Table of Contents



Purpose	1
Principles of Agility	2
Benefits of Agility	3
Agility Participants	4
Legal Requirements	5
Eligible Partners	6
Agility Documents	7
Getting a Good Deal	8
Three Steps to Exchanging Services	9
Determining the Price of an Agility Service Exchange	11
Contact Information	13
PennDOT Regional Map	14
Examples of Agility Service Exchanges	15
<i>Appendices</i>	A1
AFSCME District Councils and Map	A2
Agility Agreement	A3
Agility Reference Tool	A9
Work Plan	A16
Cost Evaluation Worksheet	A17

Purpose



The purpose of the Agility Partner Guide is to acquaint you with the Agility Program. The Agility Program is about trading resources. You will learn about the program structure, the legal requirements, needed documents, and how Agility partnerships work. You will also learn how to stretch your limited resources by partnering with PennDOT to share human resources, equipment and knowledge while keeping cash in your budget for other needed projects.

“Working with local communities by sharing equipment, personnel, and other resources provides motorists with a quality of living that exceeds their expectations.” (Local Press Release)

Principles of Agility



Agility is an organizational strategy or a “way of doing business” that enables PennDOT and eligible partners such as municipalities to trade or exchange services in a rapidly changing environment. Agility allows for the exchange of services, instead of money, between PennDOT and eligible partners while helping everyone, including the American Federation of State, County and Municipal Employees (AFSCME) build strong and rewarding relationships.

Agility is based on four principles:

- Cooperating to Enhance Competitiveness
Identify win-win-win relationships that cut through the red tape and promote cooperative ventures.
- Organizing to Master Change and Uncertainty
Create a flexible organization that can quickly adapt its human and physical resources to a rapidly changing environment.
- Emphasizing People and Information
People and information determine the success of an organization - not technology, facilities or equipment.
- Enriching Customers
Involve customers in developing products and services which are customized to meet their needs.

“I believe the Agility concept has extended throughout our relationship and demonstrates the benefits of this cooperative attitude.”
(A city manager)

Benefits of Agility



The Agility Program benefits the Partner, AFSCME and PennDOT in many ways.

Agility...

- Strengthens relationships between the Partner, PennDOT and AFSCME.
- Expands available resources (equipment, services, staff, etc.)
- Provides safer roads by reducing the number of outstanding maintenance needs
- Increases effective use of resources
- Provides additional and improved services to the public
- Helps improve response times during emergency situations
- Provides training opportunities
- Improves the public's perception of transportation in Pennsylvania

*“One of the biggest advantages of the Agility Program is the relationships that are developed between the local governments and PennDOT.”
(Former PennDOT executive)*

Agility Participants



The Partner, PennDOT and AFSCME comprise the Agility partnership.

Partner

Eligible partners are called “local public procurement units” under the Pennsylvania Procurement Code. See page 6 for further information.

AFSCME

PennDOT enters into Agility Work Plans in cooperation with AFSCME. AFSCME has supported the Agility Program since its inception as a pilot project in 1996. A list of AFSCME District Councils and a corresponding map are shown in Appendix A.

PennDOT

The Commonwealth of Pennsylvania consists of 67 counties. These counties are divided into 11 PennDOT Engineering Districts. Each Engineering District and County Maintenance Office has an Agility Coordinator who is supported by the Bureau of Innovations located in Harrisburg.

“We believe Agility will benefit us all!” (AFSCME Council Director)

Legal Requirements



Chapter 19 of the Pennsylvania Procurement Code gives PennDOT the statutory authority to enter into Agility Agreements with various governmental bodies and certain non-profit entities.

Chapter 19 of the Pennsylvania Procurement Code allows the Agility Program to “respond quickly” to its Partners. This type of intergovernmental contract involves less paperwork and a shorter processing time than traditional contracts, because the Agility contract involves service exchanges rather than monetary payments.

The Agility Program requires the Partner and PennDOT to abide by the following legal requirements:

- PennDOT and the Partner must enter into a formal written agreement. A letter of cooperation is not acceptable because it is not a formal agreement.
- To be a Partner in the Agility Program, the Partner must be a public entity that is considered to be a local public procurement unit by PennDOT.
- No money can be exchanged between PennDOT and the Partner. If monies were involved in the Agility Program, PennDOT would be required to comply with the same lengthy and more involved Procurement Code requirements that apply to traditional contracts.
- The Motor License Fund cannot incur a deficit. This means a reasonably equal exchange of services must occur between the Partner and PennDOT.
- Materials alone cannot be exchanged between the Partner and PennDOT. Exceptions to this legal requirement are: road signs, salt brine, and millings (in certain circumstances). Periodically check with your district and/or county maintenance office Agility Coordinators to confirm updates to the eligible material list.

Eligible Partners



A local public procurement unit is defined as “A political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.”

The organizations listed below are examples of local public procurement units:

- Boroughs, Townships, Counties and Cities
- Water, Sewer, Housing and Municipal Authorities
- Council of Governments
- Metropolitan and Rural Planning Organizations
- Public School Districts and State Universities
- Community Colleges and Vocational-Technical Schools
- Charitable Hospitals
- Volunteer Fire and Rescue Companies
- Volunteer Emergency Medical Transport Companies
- State and Federal Government Agencies

Any questions regarding whether an organization is a local public procurement unit should be directed to the District Agility Coordinator. Potential Partners may be asked to provide their articles of incorporation, bylaws, annual audit report or other documentation concerning their organization and operation to the Office of Chief Counsel for review. Please refer to pages 13 and 14 for contact information and a Pennsylvania map.



Agility Agreement

An Agility Agreement provides the legal authority for an exchange of services. The term of the Agreement is five years, with an option for an additional three years. The Agreement alone does not obligate either party to perform work but it is a necessary pre-requisite for developing Work Plans that define the services to be exchanged.

Letter of Understanding (LOU)

An LOU is the document used by state agencies that wish to exchange services with each other. An Agility Agreement is not used between state agencies because the Commonwealth cannot formally contract with itself. After an LOU has been executed, staff from any County Maintenance Office and AFSCME can proceed directly to the Work Plan with the other agency's field or regional office to exchange services anywhere in Pennsylvania.

Work Plan

The Work Plan is a written document indicating the services to be exchanged, the value of the services being exchanged, the estimated completion date of the exchange, and the actual completion date. A sample of a completed Work Plan can be found at Appendix D. PennDOT, the Partner and AFSCME must all sign the Work Plan before any work can begin. The Work Plan is a contract which indicates the services to be performed, by whom and when. The correct types of service units for specific jobs that are to be recorded on Work Plans are shown at Appendix C.

If the Partner is represented by a union, it is the Partner's responsibility to determine if their union must also sign the Work Plan.

Several Work Plans can be included under one Agility Agreement as long as adequate capacity for performing the work exists. PennDOT and the Partner must complete all the work described in the Work Plan before the Agility Agreement expires.

Getting a Good Deal



The decision to develop and implement a Work Plan must make good business sense. The Work Plan is a good deal if:

- Work gets done quicker or more work gets done in the same time frame.
- The quality of the work received is better than what the Partner could produce themselves.
- The Partner keeps cash in their budget for other needed projects.

Three Steps to Exchanging Services



There are three steps to follow when exchanging services with PennDOT:

Step 1: Evaluate Opportunities

The Partner must evaluate what services are needed for its business and what services or capabilities it can make available to PennDOT. Ideally, the Partner would perform the services to PennDOT within two years, although the Agility Agreement is for five years. Some questions to ask are:

Needs:

- Would the Partner save time and/or money by having PennDOT do this work?
- Would the Partner get a higher quality of work by having PennDOT do this work?
- What service is the Partner contracting out that PennDOT may be able to perform?

Capabilities:

- What could the Partner provide of benefit to PennDOT?
- What PennDOT expectations are not being met that the Partner could satisfy?

Step 2: Complete an Agility Agreement

The Partner must complete an Agility Agreement which includes a Resolution. The following persons have the authority to sign the Agility Agreement or they may designate others to sign via the Resolution:

- Chairperson
- President
- Vice-President
- Senior Vice-President
- Executive Vice-President
- Assistant Vice-President
- Chief Executive Officer
- Chief Operations Officer
- Other corporate officers who hold senior officer status

Three Steps to Exchanging Services (cont)



Step 3: Negotiate the Work Plan

The Partner, AFSCME and PennDOT need to negotiate the terms of the Work Plan. This is where the exact terms of “who will do what for whom” are decided and agreed upon. Several Work Plans can be completed over the life of an Agreement dependent upon the needs and capabilities of each party involved. Work Plans are negotiated based on sound business decisions involving costs, market value and the estimated worth of the exchanges.

Note: When costing out services, with the exception of emergencies, the Partner needs to negotiate with PennDOT when the service exchanges will occur. PennDOT annually plans its own services and includes the provision for Agility exchanges with Partners in PennDOT’s period plans. To ensure the Partner’s work is included in PennDOT’s period plans, the Partner should contact the County Agility Coordinator in February/March of each year.



The Partner is responsible for determining the price of the services it can provide to PennDOT. The Partner may use any of the following methods or a combination of the methods to determine their price. Each method provides a fair and neutral basis for determining a reasonable price for services.

A. Cost Basis

The cost basis method relies on the Partner's total cost to do the work for PennDOT. This can include:

- Employee wages and benefits
- Materials and equipment needed (rented or owned)
- Administrative costs for typing, copying, and filing Agility documents
- Time used to meet with the union and PennDOT
- Maintenance of equipment
- Travel time and gas used to reach the work site
- Work zone setup

An example of a completed Agility Project Activity Costing Worksheet covering these costs is shown in Appendix E.

B. Contractor Rates

This method is based upon the price that a local contractor would charge to do the same work that the Partner could perform for PennDOT. When PennDOT and the Partner decide to enter into a Work plan, PennDOT will look to a contractor and compare the contractor's cost with the cost the Partner wants to charge for the same project.

For example: if the Partner proposes to charge \$50.00 for a mowing project and a contractor would charge \$75.00 for the same project, PennDOT is going to choose the Partner because they are willing to do the job for a lower cost. PennDOT will give the Partner a reasonably equal value in services. It is a win-win relationship because the Partner receives a desirable service from PennDOT and PennDOT gets their grass mowed at a reasonable rate.



C. Market Value

Market value is the price the work would most likely cost in a competitive and open market. In other words, “What would someone be willing to pay for this work?” Similar to the contractor rate, this method relies more on an average of market factors and may be more difficult to identify.

Example of price variances:

- Cost Basis to complete the service \$100.00
- Contractor Rates to complete the service..... \$150.00
- Market Value of the service \$200.00

The Partner may use any one of these amounts as the price for the service they can provide to PennDOT or somewhere in between. The price should be competitive for PennDOT to consider the exchange in light of other requests and program responsibilities.

After the Partner determines their price and adds it to the Work Plan, PennDOT may accept, reject or ask the Partner to adjust their price to do the work. The Partner may exercise the same options on PennDOT’s proposal as well.

“...Agility project ... was a great way to receive quicker, better and less expensive services.” (A local township official)

Contact Information



Pennsylvania is divided into 11 Engineering Districts. A map showing which counties are located in each Engineering District is located on page 14. The Partner may directly contact their Engineering District Office. The District Agility Coordinator will discuss exchange opportunities available for their particular area.

District 1

255 Elm Street
P.O. Box 398
Oil City, PA 16301
814-678-7085

District 2

70 PennDOT Drive
P.O. Box 342
Clearfield, PA 16830
814-765-0400

District 3

715 Jordan Avenue
P.O. Box 218
Montoursville, PA 17754
570-368-8686

District 4

55 Keystone
Industrial Park
Dunmore, PA 18512
570-963-4061

District 5

1002 Hamilton Boulevard
Allentown, PA 18101
610-871-4100

District 6

7000 Geerdes Boulevard
King of Prussia, PA 19406
610-205-6700

District 8

2140 Herr Street
Harrisburg, PA 17103
717-787-6653

District 9

1620 North Juniata Street
Hollidaysburg, PA 16648
814-696-7250

District 10

2550 Oakland Avenue
P.O. Box 429
Indiana, PA 15701
724-357-2800

District 11

45 Thoms Run Road
Bridgeville, PA 15017
412-429-5000

District 12

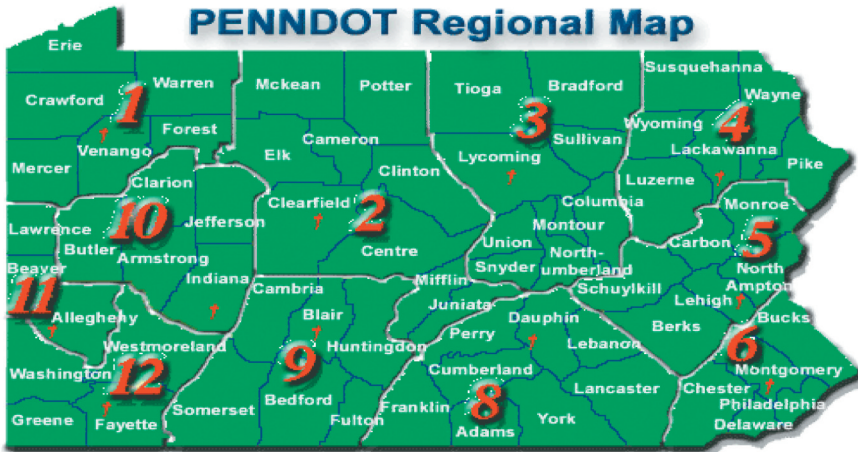
825 North Gallatin Avenue Ext.
P.O. Box 459
Uniontown, PA 15401
724-439-7315

The Partner may also contact the Bureau of Innovations at RA-PDAGILITY@pa.gov to obtain additional information on the Agility Program.

Pennsylvania Map



(Indicating Engineering Districts and Counties)



District 1 –Crawford, Erie, Forest, Mercer, Venango and Warren Counties

District 2 – Cameron, Centre, Clearfield, Clinton, Elk, McKean, Juniata, Mifflin and Potter Counties

District 3 – Bradford, Columbia, Lycoming, Montour, Northumberland, Snyder, Sullivan, Tioga and Union Counties

District 4 – Lackawanna, Luzerne, Pike, Susquehanna, Wayne and Wyoming Counties

District 5 – Berks, Carbon, Lehigh, Monroe, Northampton and Schuylkill Counties

District 6 – Bucks, Chester, Delaware, Montgomery and Philadelphia Counties

District 8 – Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry and York Counties

District 9 – Bedford, Blair, Cambria, Fulton, Huntingdon and Somerset Counties

District 10 – Armstrong, Butler, Clarion, Indiana and Jefferson Counties

District 11 – Allegheny, Beaver and Lawrence Counties

District 12 – Fayette, Greene, Washington and Westmoreland Counties

Examples of Agility Service Exchanges



The following examples are a sampling of the various ways in which Agility can be used to maximize resources for all parties involved:

- PennDOT provided a volunteer fire department with CDL license training so that each fire truck driver could receive their CDL license. In exchange, the volunteer fire department provided PennDOT with the use of its aerial truck for bridge inspections.
- PennDOT line painted a township's road; in exchange, the township provided backhoe services in order for PennDOT to accomplish pipe replacement activities.
- PennDOT seal coated a township's roads; in exchange, the township agreed to mow grass along state-owned roads.
- PennDOT paved a parking lot for a volunteer fire department; in exchange, the volunteer fire department flushed (i.e. cleaned debris and salt off) PennDOT's bridges and inlets.
- PennDOT provided winter services to a charitable hospital; in exchange, the hospital provided First Aid and CPR training to PennDOT personnel.
- PennDOT provided traffic counting services to a Rural Planning Organization (RPO); in exchange, the RPO provided welder training to PennDOT employees.
- PennDOT provided dust control services to the Department of Conservation and Natural Resources (DCNR); in exchange, DCNR provided mowing services, a bulldozer with an operator as well as boats to PennDOT to complete bridge inspections.
- PennDOT graded and improved a parking area and approaches for a school district; in exchange, the school district provided PennDOT with carpentry, preconstruction work, machine, auto body and welding work and CAD services.
- PennDOT refaced bridge abutments in a township; in exchange, the township removed snow on several state-owned roads.

Examples of Agility Service Exchanges (cont)



- PennDOT shot dust oil in the dirt parking lot of a volunteer fire department; in exchange, the volunteer fire department cleaned and flushed nine PennDOT bridges.
- PennDOT provided a borough with a portable speed indicator board; in exchange, the borough provided street sweeping.
- PennDOT provided design and inspection services, safety consultation and line painting services to a city; in exchange, the city provided PennDOT with street sweeping, mowing, a self-contained conveyor, a Vactor truck and their Gradall excavator services.
- PennDOT provided directional marking services for a township; in exchange, the township provided bank sloping services along a state-owned road.
- PennDOT provided and installed sign and anchor posts to a township; in exchange, the township provided litter pickup services.
- PennDOT provided snow removal services and loaned loader/backhoe instructors to a township; in exchange, the township provided tub grinding services.
- PennDOT provided a grader and operator to a borough; in exchange, the borough provided mowing and brushing services.
- PennDOT provided and installed sign posts in a borough; in exchange, the borough washed PennDOT's trucks.

Appendices



AFSCME District Councils and Map..... A2

Agility Agreement A3

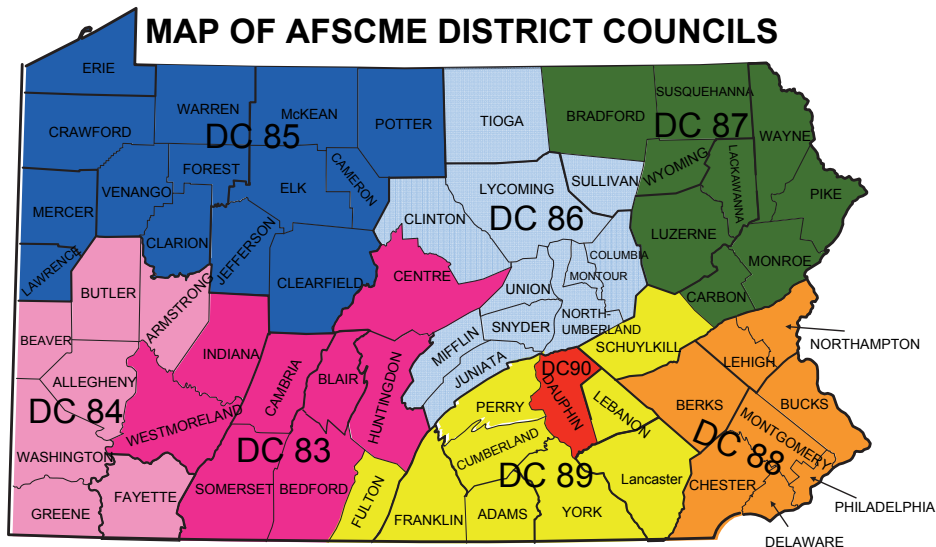
Agility Reference Tool A9

Work Plan..... A16

Cost Evaluation Worksheet A17



MAP OF AFSCME DISTRICT COUNCILS



District	Address	Phone	Fax
83	160 Patchway Rd. Duncansville, PA 16635	814-696-0255	814-696-4473
84	116 Boulevard of the Allies Pittsburgh, PA 15222	814-471-1218	412-288-9025
85	1276 Liberty Street Franklin, PA 16323	814-437-7654	814-432-8393
86	250 Commerce Park Drive New Columbia, PA 17856	570-568-1147	570-568-0330
87	McEntee-Keller Labor Center 1258 O'Neill Highway Dunmore, PA 18512	570-961+5394	570-961-1706
88	3031 Walton Road Building C-Suite 300 Plymouth Meeting, PA 19462	610-825-4944	610-825-5280
89	150 South 43rd Street, Suite 2 Harrisburg, PA 17111	717-564-7998	717-561-4800
90	4031 Executive Park Drive Harrisburg, PA 17111	717-564-5123	717-564-4914

Appendix B



	<div>PennDOT Provides</div>
Effective Date: <u>Leave Blank</u>	AGREEMENT NO: <u>A22251</u>
<i>(DEPARTMENT will insert)</i>	FEDERAL ID NO. <u>25-1234567</u>
	<div>Partner provides</div>
AGILITY AGREEMENT (Attachments A and B)	
1) THIS AGREEMENT is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, ("DEPARTMENT") and the following public procurement unit(s) as defined in the Commonwealth Procurement Code, 62 Pa. C. S. § 101, <i>et seq.</i> , ("PARTNER(S)").	
<div>Must be consistent: Not township of Jackson</div>	
Partner: <u>Jackson Township</u>	Federal ID No.: <u>25-1234567</u>
City: <u>Mailing Address</u>	County: <u>Dauphin</u>

2) NOW, THEREFORE, in accordance with the Terms and Conditions of Attachment A, attached to and made a part of this Agreement, the parties, with the intention of being legally bound, agree to perform those activities to be set forth in the Agility Work Plan which, upon completion by the parties, will be attached to and made a part of this Agreement.

- a. Attachments B, which list the services that may be performed by the parties, is made a part of this Agreement
- b. Modifications to the services to be performed as identified in the Agility Work Plan may be made at any time during the term of this Agreement by execution of an Agility Agreement Amendment that is signed by authorized agents for both/all parties involved.

3) This Agreement shall be effective for five years, beginning on the date noted in the upper left hand corner, unless terminated sooner for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease.

Appendix B (cont)



AGREEMENT NO. A22251

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BY Leave Blank

Secretary of Transportation Date:
Or designee

Jackson Township

(Name of Partner)

Go to resolution
page and check
name of person who
is authorized to sign
agreement

ATTEST:

John Smith

Title: Secretary

Date: 00/00/0000

BY: William Baldwin

Title: Chairperson

Date: 00/00/0000

This date cannot be earlier than this date

FOR COMMONWEALTH USE ONLY:

APPROVED AS TO LEGALITY AND FORM:

BY Leave Blank

For Chief Counsel

Date:

FUNDS COMMITMENT DOC. NO.: _____

Certified Funds Available Under

GL ACCOUNT: _____

Amount \$: _____ N/A

This date starts the 60 day
clock. If the clock needs to
be restarted, change the date
and all authorized partners
must initial

BY Leave Blank

For Comptroller

Date:

Appendix B (cont)



Your partner is responsible for completing this page. You can help by using the guide.

RESOLUTION

BE IT RESOLVED, by the authority of the _____
(Name of Governing Body)

of the _____ , _____
(Name of Partner) (County)

County, and it is hereby resolved by authority of the same, that the _____
(Designate official title)

of said Partner be authorized and directed to sign the attached Agreement or Amendment on its behalf.

Title must match person who signed the signature page of the Agility Agreement

ATTEST:

(Name of Partner)

(Signature & designation of official title) By: _____
(Signature & designation of official title)

I, _____ , _____ of the
(Name) (Official Title)

Must have Title

(Name of governing body and Partner) , do

herby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the _____ held

the _____ of _____ 20____ .
(Name of governing body)

Date: _____
(Signature & designation of official title)

Must include dates

Same person to sign these blocks

Note: A separate Resolution must be completed and included for each partner listed as a party in this Agreement.

If you want to skip all of this, inform your partner to use their agencies **Original** resolution page and send it to you for inclusion in the Agility Agreement.

Appendix B (cont)



NOW, THEREFORE, the parties, in consideration of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The PARTNER, using its own personnel and equipment owned or leased by it, or materials owned by it or supplied by others, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The PARTNER shall perform all maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, Specifications, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, MORIS Highway Maintenance Foreman's Manual, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, Work Zone Traffic Control Guidelines, and its amendments and supplements and Publication No. 212, Official Traffic Control Devices, and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. The PARTNER's (s') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the PARTNER's (s') roads.
2. The DEPARTMENT, on state and local highways, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the PARTNER(s) under this Agreement in good skillful manner. The DEPARTMENT shall use its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others and shall perform these maintenance activities in accordance with applicable provisions of the most current version DEPARTMENT's Publication No. 408, Specifications, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, MORIS Highway Maintenance Foreman's Manual, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, Work Zone Traffic Control Guidelines, and its amendments and supplements and Publication No. 212, Official Traffic Control Devices, and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. In the alternative, if the PARTNER(s) has (have) its (their) own ordinances, specifications, standards, manuals, criteria, policies or procedures relating to highway maintenance, and the applicable provisions of these documents are stricter than those found in the DEPARTMENT's publications listed above, the DEPARTMENT shall follow the municipal documents in providing the maintenance activities on highways under the jurisdiction of the affected PARTNER(s). The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the PARTNER's (s') provision of maintenance activities that it is providing under this Agreement on state highway.
3. The DEPARTMENT and the PARTNER(s) agree, acknowledge and understand that each party undertakes its responsibilities independently and that its employees or lessors shall not be considered employees of the other party for purposes of



undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it indemnify, defend, or save harmless the PARTNER(s) for the negligent acts of the DEPARTMENT's employees or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement. The PARTNER(s) shall not be liable, nor shall it (they) indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the PARTNER's (s') employees or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.

4. Activities undertaken by any party under this Agreement on another party's roadways or other property shall be subject to inspection by the duly authorized representatives of the other party within sixty (60) days of completion. If the inspection establishes that certain activities are not in general conformance with the specifications, policies, and procedures, of the receiving party or have not been undertaken and completed in a good and skillful manner, the party that has performed the activity shall correct or re-perform it, as necessary, to the satisfaction of the other party. The parties are not obligated to conduct an inspection program. Any party, at its complete discretion, may conduct spot inspections or inspections of a particular maintenance activity being preformed within its jurisdiction by another party.
5. The following designated contract provisions are hereby incorporated by reference as if physically attached to this Agreement:
 - Commonwealth Nondiscrimination/Sexual Harassment Clause dated June 30, 1999.
 - Contractor Integrity Provisions dated December 20, 1991.
 - Provisions Concerning the Americans with Disabilities Act dated January 16, 2001.
6. This document may be executed by the parties' signatory in counterpart. Execution in counterpart shall be deemed to have the same force and effect as simultaneous execution; and all counterparts shall together constitute a single Agreement.
7. The following conditions apply to services that the Department wishes to receive:
 - a. Services—The Department cannot accept a service if there is a state-wide or local services contract with a private vendor for the service unless:
 1. The contract is amended, upon concurrence by all parties to the contract, with language to allowing the Department to obtain service/supply from another source; or
 2. The vendor(s) cannot provide the service or equipment when requested. The vendors MUST be contacted at the time a work plan is generated to verify that the vendor(s) cannot provide the equipment/service requested.
 - b. Training—Training must be for appropriate maintenance related training or for subjects offered by Transportation University, but are not available when needed. Attach out service forms and approvals to Work Plan.



- c. Training not allowed—The following training will not be allowed under any circumstances:
 - 1. Computer training
 - d. Meals—If the other party is providing any meals in conjunction with meeting rooms, Form OS-58 (5-98), Donation of Excess Prepared Food, must be attached to the Agreement. However, if there is a local contract in place for provision of meals to the Department, the Department cannot accept meals from that party unless the conditions set forth above in 7.a. are met.
 - e. Materials—The Department can accept materials outright, except for materials that are under a statewide contract. However, if the materials are being provided incidentally to the performance of a service, the prohibition against accepting materials that are under a statewide contract does not apply. Furthermore, any materials provided incidentally to the performance of a service shall be considered part of the service.
8. The following conditions apply to services that the Department wishes to provide:
- a. Materials—The Department cannot provide materials, other than signs, described below, outright. Materials may be included as part of a service normally performed with Department forces so long as the overall purpose of the activity is the performance of the service and the materials are being provided incidentally thereto.
 - b. Signs—The Department will provide signs within MORIS Group No. 16 outright. If the signs do not fall within this grouping, they would be considered surplus and must have the DGS green tag approval form attached.
 - c. Surplus—If materials being included as part of a service are surplus (e.g., guiderail or pipe), DGS green tag approval form for surplus materials procedures must be attached and the Agreement must refer to the DGS surplus procedures.



Agility Reference Tool

Program 618 Codes	Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Roads - Unpaved				
618-7112-01	Shaping	Miles		
618-7113-01	Re-stabilization	Square Yard		
618-7114-01	Dust Palliative-Bit/Calcium Chloride/Other	Square Yard		
618-7114-02	Dust Palliative-Spot	Square Yard		
618-7115-01	Patch/Base Repair	Square Yard		
Roads – Paved				
618-7121-01	Patching-Manual	Tons		
618-7121-02	Patching-Manual (Emergency)	Tons		
618-7121-03	Patching-Manual-Pipe Trenches	Tons		
618-7121-04	Patching-Layered-Including Patch Machine	Tons		
618-7122-01	Patching-Mechanical-Tow Paver	Tons		
618-7122-02	Patching-Mechanical Mixer Paver	Tons		
618-7122-03	Patching-Mechanical-Paver Finisher	Tons		
618-7122-04	Patching-Edge-Mechanical	Tons		
618-7123-01	Surface Treatment-Mixer Paver	Gallons		
618-7123-09	Surface Treatment-Mixer Paver-PreHauling	O Gallons		
618-7124-01	Surface Treatment-Liquid Bituminous-Mechanical	Gallons		
618-7124-02	Surface Treatment-Sand Bleeding Roads	O Gallons		
618-7124-09	Surface Treatment-Liquid Bituminous-PreHauling	O Gallons		
618-7125-01	Surface Treatment-Plant Mix-Paver Finisher	Tons		
618-7126-01	Base/Subbase Repair-Flex. Base-Light Duty	Tons		
618-7126-02	Base/Subbase Repair-Flex. Base-Heavy Duty	Tons		
618-7126-03	Base/Subbase Repair- Rigid Base	Tons		
618-7126-04	Base/Subbase Repair-Widener	Tons		
618-7127-01	Skin Patching-Liquid Bituminous-Manual	Gallons		
618-7127-02	Skin Patching-Liquid Bituminous-Mechanical	Gallons		
618-7127-03	Skin Patching-Liquid Bit-Manual Dist & Spray Wand	Gallons		
618-7127-09	Skin Patching-Pre Hauling	O Gallons		
618-7128-01	Crack Sealing-Bituminous Surface	Lane Miles		
618-7131-01	Leveling-Tow Pav/Pav Finish-Mechanical	Tons		
618-7131-02	Leveling-Mixer Paver-Mechanical	Tons		
618-7131-09	Leveling-Mixer Paver-Pre Hauling	O Tons		
618-7132-01	Milling - Bituminous Surfaces	Square Yard		
618-7132-02	Spot Milling Only	Square Yard		
618-7133-01	Recycling – Bituminous Surfaces	Square Yard		
618-7134-01	Slurry Seal and Ralumac	Tons		

Appendix C (cont)



Agility Reference Tool

Program 618 Codes	Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Roads – Paved – (Continued)				
618-7135-01	Surface Treatment – Plant Mix – Paver, 1 1/2	Tons		
618-7135-02	Surface Treatment – Plant Mix – ID 3	Tons		
618-7136-01	Pavement Widening BCBC – Mechanical	Tons		
618-7137-01	Pavement Widening Recycled Material – Mechanical	Tons		
618-7141-01	Concrete Patching – Full Depth	Square Yard		
618-7141-02	Concrete Patching – Spalls	Square Yard		
618-7147-01	Joint Sealing Concrete Roads	Lane Miles		
618-7147-02	Joint Sealing Concrete Roads – Pavement/Shoulders Separation	Lane Miles		
618-7148-01	Stockpile Aggregate	Labor Hours		
618-7151-01	Minor Risk Management/Safety	Sites		
Shoulders – Unpaved and Side Approaches				
618-7212-01	Grading – Mechanical	Miles		
618-7213-01	Stabilization – Add Material – Mechanical	Mile		
618-7213-09	Stabilization – Prehauling	O Miles		
618-7214-01	Dust Pallative Bituminous or Calcium Chloride	Square Yard		
618-7215-01	Cutting – Belt Loader	Miles		
618-7215-02	Cutting – Front End Loader	Miles		
618-7216-01	Upgrading – Paving Mechanical	Tons		
618-7217-01	Stabilization – Add Material – Manual	Feet		
Shoulder – Paved and Side Approaches				
618-7221-01	Patching – Manual	Tons		
618-7222-01	Patching – Mechanical – Plant Mix	Tons		
618-7222-02	Surface Treatment – Plant Mix	Tons		
618-7224-01	Surface Treatment – Mechanical – Liquid Bituminous	Gallons		
618-7224-09	Surface Treatment – Liquid Bituminous – Pre Hauling	O Gallons		
618-7225-01	Driveway Adjustment	Feet		
618-7226-01	Base/Subbase Repair – Light Duty	Tons		
618-7226-02	Base/Subbase Repair – Heavy Duty	Tons		
618-7227-01	Skin Patching – Manual – Liquid Bituminous	Gallons		
618-7227-02	Skin Patching – Mechanical – Liquid Bituminous	Gallons		
618-7227-03	Skin Patching – Mech – Liq Bit Distr & Spray Wand	Gallons		
618-7227-09	Skin Patching – Prehauling	O Gallons		
618-7228-01	Crack Sealing	Lane Miles		
618-7232-01	Milling	Square Yard		
618-7233-01	Recycling	Square Yard		



Agility Reference Tool

Program 618 Codes	Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Drainage, Cleaning, Repair or Replacement				
618-7311-01	Cleaning-Inlet/Endwall/Basin - Manual/Mechanical	Each		
618-7311-02	Cleaning – Inlet – Clogged	Each		
618-7312-01	Cleaning – Ditch/Drain Chan – Mechanical	Feet		
618-7312-02	Cleaning – Ditch/Drain Chan – Manual	Feet		
618-7312-03	Cleaning – Swales – Mechanical	Feet		
618-7314-01	Cleaning Pipes & Culverts	Feet		
618-7315-01	Install Rock Lining	Feet		
618-7321-01	Replace Inlet & Endwall – Manual	Each		
618-7324-01	Replace Pipes and Culverts under 36" – Mech	Feet		
618-7324-02	Replace Pipes and Culvert 36" over – Mech	Feet		
618-7324-03	Replace/Install Parallel Pipe	Feet		
618-7324-04	Pipe Extension	Feet		
618-7324-09	Replace Pipes and Culverts – Pipe Hauling	O Feet		
618-7325-01	Repair/Replace Structure under 8' Length	Sites		
618-7326-01	Repair Pipe and Culvert	Feet		
618-7328-01	Install Subsurface Drain (U-Drain)	Feet		
Roadway Section Restoration				
618-7331-01	Side Dozing – Mechanical	Feet		
618-7332-01	Repair/Install Gabions/Retaining Walls	Sites		
618-7333-01	Repair Sink Holes/Slides-No Storms – Slope Removal	Sites		
618-7334-01	Graffiti Removal	Labor Hours		
Major Damage and/or Disaster Restoration				
618-7341-01	Major Slides	Labor Hours		
618-7342-01	Major Structure Damage	Labor Hours		
Storm Patrol				
618-7351-01	Rain or Wind Patrol	Labor Hours		
Bridge Maintenance and Repair				
618-7425-01	Repair/Replace – Bridge over 8' Length	Sites		
618-7431-01	Clean/Flush – Deck	Sites		
618-7431-02	Clean/Flush – Bearing and Super Structure	Sites		
618-7431-03	Clean/Flush – Open Grid	Sites		
618-7432-01	Painting – Spot	Sites		
618-7432-02	Painting - Full	Sites		
618-7433-01	Seal – Joint (Liquid Only)	Feet		



Agility Reference Tool

Program 618 Codes	Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Bridge, Maintenance and Repair (continued)				
618-7433-02	Repair Joints	Feet		
618-7434-01	Repair/Replace – Guiderail/Median Barrier/Parapet	Feet		
618-7435-01	Lubricate – Bearings	Each		
618-7435-02	Repair/Replace – Bearings	Each		
618-7435-03	Repair/Replace – Pedestal/Seat	Each		
618-7442-01	Repair/Replace – Approach Slabs	Square Yard		
618-7443-01	Repair/Replace – Deck	Square Yard		
618-7443-02	Repair/Replace – Sidewalk/Curb	Square Yard		
618-7444-01	Repair/Replace – Deck Drainage	Square Yard		
618-7446-01	Repair/Replace Superstructure Member	Each		
618-7447-01	Repair/Replace – Truss Member	Each		
618-7448-01	Repair/Replace – Backwalls	Cubic Yard		
618-7448-02	Repair/Replace – Substructure	Cubic Yard		
618-7448-03	Maintenance – Underpinning	Cubic Yard		
618-7450-01	Maintenance – Rejointing	Feet		
618-7451-01	Repair/Replace – Slopewalls	Square Yard		
618-7452-01	Repair/Replace – Culverts	Square Yard		
618-7453-01	Erosion Protection – Stream Bed/Rock/Defl	Cubic Yard		
618-7453-02	Erosion Protection – Scour Hole Backfull	Cubic Yard		
618-7453-03	Erosion Protection – Channel Cleaning	Cubic Yard		
618-7454-01	Const/Install – Temporary Supports	Sites		
618-7455-01	Repair/Replace – Slabs/box Culvert	Sites		
618-7459-01	Other – Bridge Activities	Sites		
Tunnel Maintenance & Repair				
618-7421-01	Wash/Clean – Various	Labor Hours		
618-7422-01	Traffic Service – Various	Labor Hours		
618-7423-01	Light System Service – Various	Labor Hours		
618-7424-01	Electro – Mechanical Equip Maintenance	Labor Hours		
618-7429-01	Other – Tunnel Activities	Labor Hours		
Special Charges				
618-7491-01	Hauling Nondisabled Equipment-Lowboy Oper, Only	Labor Hours		



Agility Reference Tool

Program 618 Codes	Agility Winter Traffic Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Snow Season Preparation, Snow Removal & Ice Control				
618-7521-01	Plow Snow, Spread Anti-Skid, Chem or Plow/Spread	Labor Hours		
618-7521-02	Anti-icing	Labor Hours		
618-7522-01	Snow removal – Non-storm activities	Labor Hours		
618-7522-02	Winter Services	Labor Hours		
Pavement Marking				
618-7612-01	Traffic Line Painting – Mechanized	Miles		
618-7613-01	Pavement Marking – Hand Operated Machine	Gallons		
618-7614-01	Raised Pavement Markers	Sites		
618-7615-01	Eradicate Paint Lines	Labor Hours		
618-7616-01	Thermo Plastics	Labor Hours		
618-7617-01	Repair paint machines – Crew only	Labor Hours		
618-7619-01	Other – Pavement Marking Activities	Labor Hours		
Signs				
618-7621-01	Construction Detour & Other Temporary Signs	Sites		
618-7622-01	Delineators, Hazard	Sites		
618-7623-01	Sign Review	Miles		
618-7624-01	Permanent Signs under 16 Square Feet	Sites		
618-7624-02	Permanent Signs 16 Square Feet and over	Sites		
618-7625-01	SR & Segment Markers	Sites		
618-7629-01	Other – Sign Activities	Labor Hours		
Guardrail, Median Barrier and Impact Attenuation Devices				
618-7631-01	Guardrail Repair – Mechanical – Cable	Feet		
618-7631-02	Guardrail Repair – Mechanical – w/beam	Feet		
618-7631-03	Guardrail Repair/Replace – Manual	Feet		
618-7632-01	Guardrail Removal	Feet		
618-7639-01	Other-Guardrail, Median Barrier & Impact Attenuation Device	Labor Hours		
Lighting				
618-7671-01	Service – Highway, Bridge & Sign Lighting Systems	Labor Hours		
Traffic Services – Incidental Services				
618-7681-01	Sweeping	Labor Hours		
618-7689-01	Other – Incidental Service Activities	Labor Hours		
618-7682-01	Deer Removal	Each		



Agility Reference Tool

Program 618 Codes	Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Special Payments				
618-9812-01	In-Service Training	Labor Hours		
618-9831-01	Condemns	Labor Hours		
618-9829-01	Administration	Labor Hours		
618-9829-02	Meeting Facilities	Labor Hours		
Inspection – Surveys – Etc. – Dept. Forces				
618-9964-01	Material & Construction Inspection & Soils Testing	Labor Hours		
618-9965-01	Surveys, Staking, etc.	Labor Hours		
618-9998-01	Laboratory tests	Labor Hours		
Agility Roadside				
Vegetation Management				
618-7711-01	Mowing	Acres		
618-7711-02	Mowing – Mechanized	Acres		
618-7711-03	Plant Growth Reg (PGR's)	Acres		
618-7712-01	Herb Application – Non –select	Acres		
618-7713-01	Herb Application – Broadcast Foliage	Acres		
618-7714-01	Broadcast Growth Regulator (Fosamine)	Acres		
618-7715-01	Brush & Select Tree Thin & Removal – Manual	Labor Hours		
618-7715-02	Brush & Select Tree Thin & Removal – Mech 1	Labor Hours		
618-7715-03	Herbicide Basal Bark & Dormant Stem	Labor Hours		
618-7716-01	Seed & Soil Supplement	Square Yard		
618-7717-01	Wildflower Planting	Square Yard		
618-7717-02	Maintaining Beautification Plots	Square Yard		
618-7719-01	Other Vegetation Management & Scenic Feature Act.	Labor Hours		
Public Service Facilities				
618-7731-01	Maintenance of Interstate all Weather Roadside Rest	Labor Hours		
618-7732-01	Maintenance of all Other Roadside Rests & Table Sites	Labor Hours		
618-7735-01	Roadside Litter Pickup & Debris Removal	Labor Hours		
618-7735-02	Tire Casting Removal	Labor Hours		
618-7739-01	Other – Public Service Facility Activities	Labor Hours		



Agility Reference Tool

Program 618 Codes	Service	Units	PENNDOT TO PARTNER	PARTNER TO PENNDOT
Maintenance and Operations of Buildings and Grounds				
618-1201-01	Maintenance of Building	Labor Hours		
618-1202-01	Maintenance of Grounds	Labor Hours		
618-1203-01	Repair or Alterations to Building	Labor Hours		
618-1204-01	Repair or Alterations to Grounds	Labor Hours		
Agility Special Charges				
General Maintenance				
618-2561-01	Services on Bonded Roads	Labor Hours		
618-2562-01	Inspect Bonded Roads	Labor Hours		
618-9001-01	Exchange Equipment	Labor Hours		
618-9002-01	Exchange Materials	Labor Hours		
618-9815-01	Engineering Services	Labor Hours		
618-9817-01	Inspection Services	Labor Hours		
Agility Equipment Maintenance				
Service of Numbered Equipment				
618-8113-01	Labor, Equip & Matl for Dispersion of Fuel, Oil, Etc.	Labor Hours		
Homeland Security and Emergency Preparedness				
618-7683-01	Homeland Security	Labor Hours		
Design Services				
618-2411-01	Engineering Graphics	Labor Hours		
618-2429-01	Other Costs	Labor Hours		
618-2459-01	Construction Congestion	Labor Hours		
		Labor Hours		
Minor Construction or Reconstruction				
618-7008-01	Installation of Curbs	Labor Hours		
618-2610-01	Intersection Safety and Improvement	Labor Hours		

Appendix D



Rev. 1/07

Agility Work Plan Letter/Number : 3

Agility Agreement No: A12251 Agility Agreement Expiration Date: 02/11/09

Partner Name: West Kittanning Township

WBS Element: T-01225119413-1003-618-1

Partner Completes

Services/ Resources Received from Partner	Quantity	Unit Price	Total	Estimated Date of Completion	Completion Date Initials/Dates of Work Approval
Bridge Cleaning	4	\$1,000.	\$4,000.	October 1, 2008	
TOTALS:			\$4,000.		

PennDOT Completes

Services/ Resources Provided to Partner	Quantity	Unit Price	Total	Estimated Date of Completion	Initials/Dates of Work Approval
Seal Coat	2 miles	\$2,000.	\$4,000.	August 30, 2008	
TOTALS:			\$4,000.		

Accepting:

Kevin Williams

Signature, PennDOT

Samantha Johnson

Signature, Partner

Charlie Benn

Signature, AFSCME

John Webster

Signature, AFSCME

County Manager

Title

Chairperson

Title

Union Representative

Title

Union Representative

Title

03/30/07

Date

03/30/07

Date

03/30/07

Date

03/30/07

Date

Use the reverse side of this Agility Work Plan to further describe the activities listed above
Additional information including rate support information should also be attached where appropriate. If necessary to amend the Work Plan, all parties must sign off on changes

AGILITY PROJECT ACTIVITY COSTING WORKSHEET

Date: 3-15-07
County: Armstrong

LABOR POWER

Employee Name	Hours	Hr. Rate	Total
Foreman	7.5	18.00	\$135.00
Eq. Operator	7.5	16.00	\$120.00
Eq. Operator	7.5	16.00	\$120.00
Eq. Operator	7.5	16.00	\$120.00
Eq. Operator	7.5	16.00	\$120.00
Eq. Operator	7.5	16.00	\$120.00
Crew Member	7.5	11.00	\$82.50
Crew Member	7.5	11.00	\$82.50
Truck Driver	7.5	14.00	\$105.00
Truck Driver	7.5	14.00	\$105.00
Truck Driver	7.5	14.00	\$105.00
Truck Driver	7.5	14.00	\$105.00
Crew Member (safety)	7.5	11.00	\$82.50
Crew Member (safety)	7.5	11.00	\$82.50
Totals:			\$1,672.50

EQUIPMENT:

Type of Equipment	Hours	Hr. Rate	Total
Pick-up	7.5	\$7.21	\$54.08
Distributor	7.5	\$26.58	\$199.35
Distributor	7.5	\$26.58	\$199.35
Broom	7.5	\$22.71	\$170.33
Rubber Tire Roller	7.5	\$18.93	\$141.98
Rubber Tire Roller	7.5	\$18.93	\$141.98
Hiift	7.5	\$6.39	\$47.93
Tandum Dump	7.5	\$18.59	\$139.43
Tandum Dump	7.5	\$18.59	\$139.43
Chipper	7.5	\$49.71	\$372.83
Single Axle Dump	7.5	\$14.54	\$109.05
Single Axle Dump	7.5	\$14.54	\$109.05
Single Axle Dump	7.5	\$14.54	\$109.05
Totals:			\$1,933.81

Agreement Number: A12251
Workplan Number: 1
Activity: Seal Coating

MATERIALS:

Type of Material	Quantity	Unit	Unit Cost	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals:				\$0.00

RENTED EQUIPMENT:

Type of Equip	Hours	Rate	Total
			\$0.00
			\$0.00
			\$0.00
Totals:			\$0.00

OTHER:

Type	Quantity	Unit	Cost	Total
Tow Broom	6		5.01	\$30.06
				\$0.00
Totals:				\$30.06

TOTALS:

Labor Power	\$1,672.50	Total Cost	\$4,000.00
Equipment	\$1,933.81	Prod. Unit	0
Material	\$0.00	Cost Per Unit	
Rent Eq.	\$0.00	Unit Per Hr	0
Misc.	\$30.06		
Sub Total	\$3,636.37		
Admin. Overhead 10%	\$363.64		
Total:	\$4,000.00		

Source Of Costs:

Labor: Actual		Rented Equip: Rent. Eq. Contract
Equip. MORIS		Misc.: Actual Cost
Material: State Contracts		





pennsylvania
DEPARTMENT OF TRANSPORTATION

Bureau of Innovations
Agility Center

RA-pdotagilitycenter@pa.gov

<https://www.penndot.gov/Doing-Business/LocalGovernment/AgilityProgram/>