

 <p>pennsylvania DEPARTMENT OF TRANSPORTATION</p>	home site map help ECMS	  TIFFANY D. BARKSDALE
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LEGAL DOCUMENT

Agreement: E01043	Project Specific	Active
Name: SR 28-A09/A10 Right-of-Way Services		Selection Process: Modified Initiating Org: Engineering District 11-0
<input type="checkbox"/> Supplement: 2	Normal	Executed
Description:	add funds to E01043 part1 to compensate for Right of Way appraisal services to be performed by Pinball Perfection and Triple Play companies	

Project Specific Agreement E01043 Supplement # 2

Engineering District 11-0
Initiating Organization

\$17,200.00
Supplemental Agreement Cost

Keystone Acquisition Services, Corporation 25-1695142
Consultant - FID

Specific Rate of Compensation
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 12/01/2010, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Keystone Acquisition Services, Corporation, a Corporation of CONSULTANTS, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, ("CONSULTANT").

WITNESSETH:

WHEREAS, the Department and the Consultant, under date of 02/05/2007, entered into an Agreement, designated in the Department's files as No. E01043, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for all duties associated with right-of-way acquisition on SR 28-A09/A10; and

WHEREAS, the Department and the Consultant, under date of 12/23/2009 entered into Supplement Agreement 1 to execute a no cost Supplement to Part 1 under Agreement E01043 to transfer funds from prime Keystone Acquisitions labor budget to their other cost budget in the same part; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to add funds to E01043 part1 to compensate for Right of Way appraisal services to be performed by Pinball Perfection and Triple Play companies;

Now, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and mutual promises, hereinafter contained, with the intention of being legally bound thereby, agree as follows:

1. Terms, Conditions and Provisions

a. 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.

- i. **Commonwealth Contractor Responsibility Provisions, dated April 16, 1999**
- ii. **Consultant Integrity Provisions, dated July 30, 2010**
- iii. **Commonwealth Nondiscrimination Clause for Consultant Agreements, dated July 30, 2010**
- iv. **Federal Nondiscrimination and Equal Employment Opportunity Clauses, dated January 1976**
- v. **Offset Provision for Commonwealth Contracts, dated April 16, 1999**
- vi. **Pennsylvania Election Code, dated February 22, 2001**
- vii. **Publication 442, Bureau of Design Specifications for Consultant Agreements, dated August 4, 2010**
- viii. **Provisions Concerning the Americans With Disabilities Act, dated January 2001**

b. By signing this Agreement, the Consultant certifies their compliance with the following requirements:

- i. **Consultant's Certification of Non-Collusion, dated February 1990**
- ii. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, dated August 1990**
- iii. **Certificate of Restrictions on Lobbying, dated August 6, 1990**
- iv. **Consultant's Acceptance of PA Workmen's Compensation Act, dated August 1999**

c. By signing this Agreement, the Department certifies their compliance with the following requirement:

- i. **Department's Certificate of Non-Collusion, dated January 1999**

d. 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 - Specific Rate of Compensation, dated February 28, 2001**, 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.

e. That the maximum cost of each part of this supplement is as follows:

<u>Part</u>	<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Part Total</u>
1	1,167,292.65	17,200.00	1,184,492.65

f. That the maximum cost of this Agreement is as follows:

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
1,167,292.65	17,200.00	1,184,492.65

g. That the time of completion for each Part shall be the termination date of this Agreement or as shown below, whichever occurs first:

Part 1 - 02/12/2017 .

h. That the Department approved invoice template has been amended and will be available to the Consultant effective the execution date of this Supplemental Agreement.

i. That all other terms and conditions of the Agreement, which are not changed by this Supplemental Agreement, remain in full force and effect.

Document Status: Executed
Negotiator: Harter, Michele L.

Workflow			
Status	Name	Disposition	Date/Time
Draft	Michele L Harter/PennDOT	Submit	11/19/2010 08:32:24 AM
Consultant Review	Michael P Broadbent/PennDOT BP-002632 - Vice President	Approve	11/19/2010 10:11:48 AM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	11/19/2010 05:11:54 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	11/22/2010 11:46:15 AM

Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	11/30/2010 11:09:47 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	12/01/2010 10:36:36 AM

Audit Information			
Created By	Created On	Modified By	Modified On
Michele L Harter/PennDOT	11/19/2010 08:32:24 AM	Gary R Kleist/PennDOT	12/01/2010 10:36:36 AM

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