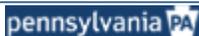


	<a href="#">home</a> <a href="#">site map</a> <a href="#">help</a> <span style="font-size: 2em; font-weight: bold; color: green;">ECMS</span>	  <b>RAJVI B. AMIN</b>
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## LEGAL DOCUMENT

<b>Agreement:</b> E01071	<b>Project Specific</b>	<b>Active</b>
<b>Name:</b> SR 2040-A18 Curry Hollow Road Bridge Replacement		<b>Selection Process:</b> Modified
		<b>Initiating Org:</b> Engineering District 11-0
<b>Supplement:</b> 5	<b>Administrative</b>	<b>Executed</b>
<b>Description:</b>	No Cost Supplement to transfer unused and not needed funds from Sub Consultant Keystone Acquisition Services, Corporation Other Cost items under Part 2 to their Labor Budget under the same Part of Agreement E01071.	

### Project Specific Agreement E01071 Supplement # 5

**Engineering District 11-0**  
Initiating Organization

**\$0.00**  
Supplemental Agreement Cost

**Pittsburgh Engineering Consultants, Inc. 25-1416184**  
Consultant - FID

**Cost Plus Fixed Fee**  
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 10/06/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Pittsburgh Engineering Consultants, Inc., 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 12/10/2007, entered into an Agreement, designated in the Department's files as No. E01071, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for preliminary design, final design and construction services for the replacement of a 3-span steel girder structure that carries SR 2040 (Curry Hollow Rd.) over CSX railroad in Pleasant Hills Borough, Allegheny County.; and

WHEREAS, the Department and the Consultant, under date of 06/04/2008 entered into Supplement Agreement 1 to include a left turn lane at Arbor Lane to the Preliminary Design of the Curry Hollow Road & Bridge Widening Project; and

WHEREAS, the Department and the Consultant, under date of 06/15/2009 entered into Supplement Agreement 2 to provide final design services on SR 2040-A18; and

WHEREAS, the Department and the Consultant, under date of 05/10/2010 entered into Supplement Agreement 3 to execute a No Cost Supplement to transfer funds from Sub Consultant Skelly & Loy Budget to their Labor Budget to continue work on final design services on SR 2040-A18; and

WHEREAS, the Department and the Consultant, under date of 02/07/2011 entered into Supplement Agreement 4 to add a Subconsultant (Keystone Acquisition Services, Corporation) to perform the Right of Way Acquisition services.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to No Cost Supplement to transfer unused and not needed funds from Sub Consultant Keystone Acquisition Services, Corporation Other Cost items under Part 2 to their Labor Budget under the same Part of Agreement E01071.;

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 - Cost Plus Fixed Fee, dated May 1, 2009**, 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>
2	540,023.90	0.00	540,023.90

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
927,011.18	0.00	927,011.18

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 2 - 12/19/2011 .

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.

**Attachments**

Name	Created By	Created On
<i>No records found.</i>		

**Workflow**

Status	Name	Disposition	Date/Time
Draft	Doug M Seeley/PennDOT	Submit	10/03/2011 01:47:49 PM
Consultant Review	Beverly A Kachur/PennDOT BP-000044 - Project Manager	Approve	10/05/2011 07:59:22 AM
<i>Approving Supplement on behalf of Patrick S. Au</i>			
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	10/05/2011 10:02:04 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/06/2011 03:49:48 PM

**Audit Information**

Created By	Created On	Modified By	Modified On
Doug M Seeley/PennDOT	10/03/2011 01:47:49 PM	Gary R Kleist/PennDOT	10/06/2011 03:49:48 PM

You are currently logged in as **Rajvi B. Amin**.

Release: 19.1  
 Session size: 0.1k

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**Tue Oct 11 08:54:08 EDT 2011**  
 Official ECMS Date/Time