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LEGAL DOCUMENT

Agreement: E01162	Project Specific	Active
Name: SR 100/Claussville Rd and SR 100/SR 309 Intersection Improvements	Selection Process: Modified	Initiating Org: Engineering District 5-0
 Supplement: 7	Normal	Executed
Description: establish the scope of work and associated level of effort required for completion of Part 3, Consultation during construction		

Project Specific Agreement E01162 Supplement # 7

Engineering District 5-0
Initiating Organization

\$27,631.38
Supplemental Agreement Cost

McCormick Taylor, Inc. 23-1683759
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 McCormick Taylor, 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 04/23/2008, entered into an Agreement, designated in the Department's

files as No. E01162, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for the design of safety improvements to the intersections located at S.R. 100/Claussville Road and S.R. 100/ S.R. 309. Project will involve new signals and adding left turn lanes.; and

WHEREAS, the Department and the Consultant, under date of 12/31/2008 entered into Supplement Agreement 1 to fund transfer for the prime consultant McCormick Taylor, Inc. from direct/indirect into other costs in order to have geomorphology completed; and

WHEREAS, the Department and the Consultant, under date of 05/21/2009 entered into Supplement Agreement 2 to add geomorphology services to the environmental portion of the PE phase. A time extension will also be included in the supplement; and

WHEREAS, the Department and the Consultant, under date of 07/14/2009 entered into Supplement Agreement 3 to increase the level of effort required for completion of final design; and

WHEREAS, the Department and the Consultant, under date of 03/29/2010 entered into Supplement Agreement 4 to establish the scope of work and man-hours required to complete the Final Design of the S.R. 0100 at Claussville Road (SR 4003) project including design services for Right of Way Plan preparation, roadway plan development, Final Signal Plans preparation, cross sections, Final Traffic Control Plans, pavement marking plans, utility engineering, storm water management design and assembling a plans package with estimates and specifications for advertisement; and

WHEREAS, the Department and the Consultant, under date of 05/04/2010 entered into Supplement Agreement 5 to establish the required scope of work and associated level of effort for Part 6, Consultation During Construction of the Lehigh PA 309 @ PA 100 project; and

WHEREAS, the Department and the Consultant, under date of 08/18/2011 entered into Supplement Agreement 6 to increase the level of effort required for completion of Part 2, Final Design; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to establish the scope of work and associated level of effort required for completion of Part 3, Consultation during construction;

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>
3	0.00	27,631.38	27,631.38

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
1,177,975.42	27,631.38	1,205,606.80

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 3 - 12/03/2012 .

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.

Part 3 of this agreement was set up as a cost plus fixed fee method of payment, however construction consultation is normally associated with a specific rate of compensation method of payment. Due to this, McCormick Taylor, Inc will receive a fixed fee of \$10.36 per hour of service up to a maximum of \$2,010.43 and L&V Engineering, LLC will receive a fixed fee of \$12.10 per hour of service up to a maximum of \$290.46.

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	James B O'shell/PennDOT	Submit	10/05/2011 08:47:14 AM
Consultant Review	Patrick J Guise/PennDOT BP-000053 - Vice President	Approve	10/05/2011 09:01:47 AM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	10/05/2011 09:28:48 AM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	10/05/2011 04:38:02 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	10/06/2011 11:11:10 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/06/2011 04:12:51 PM

Audit Information			
Created By	Created On	Modified By	Modified On
James B O'shell/PennDOT	10/05/2011 08:47:14 AM	Gary R Kleist/PennDOT	10/06/2011 04:12:51 PM

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

Release: 19.1
 Session size: 0.1k

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