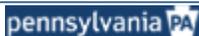


	home site map help ECMS	  RAJVI B. AMIN
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LEGAL DOCUMENT

Agreement: E00169	Project Specific	Active
Name: 22 Tomorrow Phase 1		Selection Process: Normal Initiating Org: Engineering District 5-0
 Supplement: 3	Normal	Executed
Description: increase the level of effort required for completion of the US 0022 Section 400 project which has been broken into two projects. Part 1 is being supplemented to extend the time of completion as well as complete the work associated with the SR 0145 Interc		

Project Specific Agreement E00169 Supplement # 3

Engineering District 5-0
Initiating Organization

\$2,004,600.98
Supplemental Agreement Cost

URS Corporation 94-1716908
Consultant - FID

Cost Plus Fixed Fee
Specific Rate of Compensation
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 10/20/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and URS 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 05/19/2003, entered into an Agreement, designated in the Department's files as No. E00169, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for Part 1, preliminary engineering and environmental studies on S.R. 0022, Section 400 in Lehigh County; and

This Agreement was reassigned on 03/16/2004, Reassignment Agreement 000005.

WHEREAS, the Department and the Consultant, under date of 11/20/2006 entered into Supplement Agreement 1 to for additional work and services for Preliminary Design Part 1 due to expanded project limits; and

WHEREAS, the Department and the Consultant, under date of 04/03/2008 entered into Supplement Agreement 2 to add a task under preliminary engineering to cover items necessary for the preparation and conducting of a VE/ACTT meeting; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to increase the level of effort required for completion of the US 0022 Section 400 project which has been broken into two projects. Part 1 is being supplemented to extend the time of completion as well as complete the work associated with the SR 0145 Interchange Section 001 Project as a Design/Build package as per recommendations following a VE/ACTT meeting held in 2008. Part 2, Services During Construction is being added to allow for review of the Design/Build teams submissions of materials associated with the SR 0145 Interchange project. Part 3, Preliminary Design is being added to complete preliminary design tasks associated with the remaining portions of the original SR 0022, Section 400 project;

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. That the following Parts are hereby added to this Agreement

Part 2 - Services During Construction

State Project Number: 5-00145-Z-7-001-0530-373

Federal Project: XXXX-XXX-XXXX

MPMS Number: 85144

Maximum Amount: \$203,414.68

Method of Payment: Specific Rate of Compensation

Part 3 - Preliminary Design

State Project Number: 4-00022-0-3-400-0530-313

Federal Project: X053-133-Q240

MPMS Number: 57615

Maximum Amount: \$1,568,826.17

Method of Payment: Cost Plus Fixed Fee

2. 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 October 7, 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**, **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	5,592,719.72	232,360.13	5,825,079.85
2	0.00	203,414.68	203,414.68
3	0.00	1,568,826.17	1,568,826.17

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
5,592,719.72	2,004,600.98	7,597,320.70

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 - 11/01/2014 .

Part 2 - Within 36 calendar months after the NTP date .

Part 3 - Within 12 calendar months after the NTP date .

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.

Specific Rate Factor Condition

Overhead rate(s) used to establish specific rate factors under this Agreement are subject to further review and modification by the Department. The statement "These specific rate factors shall remain fixed for the life of this Agreement" in the standard method of payment document attached hereto is null and the Department reserves the right to adjust specific rate factors, by supplemental Agreement, if further review of compensation components included in the overhead rates used to establish the specific rate factors are determined to be unreasonable. Revisions to a specific rate factor by supplement would be effective the execution date of this original Agreement.

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	10/17/2011 08:42:34 AM
Consultant Review	Alex Houseal/PennDOT BP-000210 - Vice President	Approve	10/18/2011 02:01:11 PM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	10/18/2011 02:35:56 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	10/19/2011 04:24:13 PM

Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	10/20/2011 10:37:06 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/20/2011 04:55:33 PM

Audit Information			
Created By	Created On	Modified By	Modified On
James B O'shell/PennDOT	10/14/2011 07:26:52 AM	Gary R Kleist/PennDOT	10/20/2011 04:55:33 PM

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

Release: 19.1
 Session size: 0.1k

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Tue Oct 25 08:02:18 EDT 2011
 Official ECMS Date/Time