



LEGAL DOCUMENT

Agreement: E02341	Open End /Project Specific	Executed
Name: SR 183/SR 4016 Schaefferstown Road Intersection	Selection Process: Modified	Initiating Org: Engineering District 5-0

Open End / Project Specific Agreement E02341

Engineering District 5-0

Initiating Organization

\$1,500,000.00

Maximum Agreement Cost

CDI-Infrastructure, LLC d/b/a L. R. Kimball 27-2620523

Consultant - FID

Cost Plus Fixed Fee

Method(s) of Payment

THIS AGREEMENT, made and entered into on 10/26/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and CDI-Infrastructure, LLC d/b/a L. R. Kimball, a Limited Liability Company of CONSULTANTS, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, ("CONSULTANT").

WITNESSETH:

A. Scope Of This Agreement

1. Project Identification

The Consultant, for and in consideration of the payment or payments specified in this AGREEMENT, shall perform all work and services, and furnish all equipment and materials not otherwise provided, for alternatives analysis and design improvements to

the intersection of SR 183/4016 in Jefferson Township, Berks County (Schaeffers Rd).

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**, 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. The Consultant shall provide the services and work on this project, as directed by the Department, in the form of a Work Order.

- f. The Department reserves the right to choose which work and services will be assigned to the Consultant by Work Order and, if the Department so elects, to assign work and services required for this project to other Consultants or Department forces.

- g. When assigned, by the Department, work and services for this project, the Consultant shall prepare and submit to the Department Project Manager technical and price proposals for review and approval. If the Department concurs with the scope and cost of the work and services, a Work Order will be prepared and forwarded to the Consultant for his approval. Execution of the Work Order by the Consultant shall constitute his notice to proceed with the work described therein.

- h. The scope of work and services, as set forth in the Consultant's technical proposal and Work Orders executed under this Agreement, are to be performed in conformance with the requirements of this Agreement and the applicable provisions of the current Department Publications, Manuals, Handbooks, Policies and Procedures. The Department and the Consultant shall confer at any time, when the Department issues an amendment, revision, amplification, increase, and/or change to any Publication, Manual, Handbook, Policy or Procedures, to determine whether there is a change in scope and/or accepted work and services completed by the Consultant which is ordered changed. The Department, with the approval of the Federal Highway Administration (FHWA) when applicable, where there is such a change, will issue a Work Order Amendment.
- i. By signing this Agreement, the Consultant certifies that it, and any Subconsultant/Subcontractor contracted to provide work and services under this Agreement, and the officers and employees thereof, have no promise of any future work on this project beyond any fully executed Work Orders.

B. Agreement Duration

1. Notice To Proceed

The consultant shall not proceed with work and services required under this Agreement until specifically authorized by the Department to proceed in the form of a fully executed Work Order.

2. Time Of Completion

- a. This Agreement shall terminate 60 months from the date of execution.
- b. The Engineer agrees to monitor the progress of the services and work under each Work Order to insure that the services and work are completed within the agreed upon time period for that Work Order. A letter may extend the time of completion for a Work Order under this Agreement from an authorized Department Representative. The Consultant must initiate a request for the time extension and provide the justification for the time extension prior to the termination date of the Work Order. An authorized Department Representative must issue the time extension letter prior to the termination date of the Work Order and any time extension must end within the Agreement time period. Individual copies of the time extension approval letter must be forwarded by the Department's Project Manager to the Consultant Agreement Section, Bureau of Design and the Document Review and Control Division, Comptroller's Office, within one (1) week of the date of the time extension.
- c. The Consultant shall not be eligible for and shall not request reimbursement from the Department for any costs incurred under a Work Order after the expiration of the Work Order.

C. Compensation

1. Maximum Cost

- a. It is understood that the total cost of this Agreement to the Department shall not exceed the amount of \$1,500,000.00.

- b. It is agreed and understood that the maximum cost to the Department for a Work Order shall not exceed the maximum amount stipulated in each individual Work Order without prior approval of the Department and Federal Highway Administration, where applicable, in the form of an executed Work Order Amendment.
- c. The maximum costs under each Work Order may be adjusted when the Consultant establishes and the Department agrees that there has been or is to be a significant change in the following:
 - i. Scope, complexity, or character of the original work and services to be performed, induced, caused or directed by the Department.
 - ii. Conditions under which the original work and services were required to be performed, neither foreseen by the Department nor by the Consultant at the time of execution of the original Agreement, nor created thereafter by the Consultant.
 - iii. Duration of work, if the change from the time of completion specified in the Agreement was induced, caused or was the result of directions issued by the Department.
 - iv. The Department will not reimburse the Consultant for any costs incurred in excess of the maximum amount stipulated for any category of funds on the Consultant's invoice template as approved by the Department at the time the costs were incurred.

D. Disadvantaged Business Enterprise Goal

1. The Consultant shall attain the Disadvantaged Business Enterprise goal of 12% of the total cost of this Agreement, including all supplements hereto. Costs included in a DBE firm's price proposal as direct cost of work and services by others shall not count as DBE participation in this Agreement for non DBE firms. In the alternative a showing of good faith effort shall be made.

For agreements with an established Disadvantaged Business Enterprise goal, documentation of good faith effort shall be made by the Consultant and be subject to the concurrence of the Department. A list of the requirements constituting good faith effort is included in this provision: [Good Faith Effort, dated May 4, 2001](#).

Escalation and Direct Costs Other Than Payroll

Any Escalation or Direct Costs Other Than Payroll indicated in the Price Proposal for this Open-end Contract are included for information only. Escalation and Direct Costs Other Than Payroll for individual Work Orders shall conform to current Department limitations, considered on a project-by-project basis.

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	Karen S Gabel/PennDOT	Submit	10/21/2011 09:02:29 AM
Consultant Review	Richard E Genday/PennDOT BP-005926 - Vice President	Approve	10/21/2011 11:03:31 AM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	10/21/2011 12:26:34 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	10/24/2011 10:31:12 AM
Comptroller Review	Andrew K Peters/PennDOT	Approve	10/26/2011 11:36:02 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/26/2011 04:43:32 PM

Audit Information			
Created By	Created On	Modified By	Modified On
Karen S Gabel/PennDOT	10/20/2011 01:39:29 PM	Gary R Kleist/PennDOT	10/26/2011 04:43:32 PM

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