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## LEGAL DOCUMENT

<b>Agreement:</b> E01217	<b>Project Specific</b>	<b>Active</b>
<b>Name:</b> I-676 Superstructure Replacements		<b>Selection Process:</b> Normal <b>Initiating Org:</b> Engineering District 6-0
<b>Supplement:</b> 3	<b>Normal</b>	<b>Executed</b>
<b>Description:</b> add final design in Parts 4, 5, 6, 7 and 8 for I-676 Sections PAA, PAB and PAC. Also add Preliminary Engineering in Part 9 for the Spring Garden Street over the Schukill River		

### Project Specific Agreement E01217 Supplement # 3

**Engineering District 6-0**  
Initiating Organization

**\$4,702,362.10**  
Supplemental Agreement Cost

**Pennoni Associates Incorporated 23-1683429**  
Consultant - FID

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

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 10/25/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Pennoni Associates Incorporated, 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 04/17/2008, entered into an Agreement, designated in the Department's files as No. E01217, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for Preliminary Engineering / Environmental Documentation, Final Design and Construction Services for the replacement of the 7 superstructures carrying 18th St, Family Court Walkway, 19th St, Free Library Walkway, Ben Franklin Parkway, 21st St and 22nd St over I-676 in the City of Philadelphia; and

WHEREAS, the Department and the Consultant, under date of 09/25/2009 entered into Supplement Agreement 1 to provide for, under Part 1, additional work to enclose Shakespeare Park, improve the Winter Street Intersection, complete the NPDES Permit, provide ADA compliant Handicap Ramps, revise traffic signals, remove existing piers, re-profile 22nd street, and other additional preliminary engineering activities; and

WHEREAS, the Department and the Consultant, under date of 09/30/2010 entered into Supplement Agreement 2 to provide for, under Part 1, additional work and effort for corrosion survey and core drilling to determine the existing condition and remaining service life of the fourteen abutments for the seven project bridges and the single retaining wall that are to remain in service as part of the Vine Street Expressway Bridge Superstructure Replacement Project and to add Vector Corrosion Technologies, Inc. (Federal I.D. no. 45-0455880) as a subconsultant; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to add final design in Parts 4, 5, 6, 7 and 8 for I-676 Sections PAA, PAB and PAC. Also add Preliminary Engineering in Part 9 for the Spring Garden Street over the Schukill River;

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 4 - Final Design

State Project Number:  
Federal Project:  
MPMS Number:  
Maximum Amount: \$875,025.17  
Method of Payment: Cost Plus Fixed Fee

Part 5 - Final Design

State Project Number:  
Federal Project:  
MPMS Number:  
Maximum Amount: \$1,281,621.37  
Method of Payment: Cost Plus Fixed Fee

Part 6 - Final Design

State Project Number:  
Federal Project:  
MPMS Number:  
Maximum Amount: \$869,062.71

Method of Payment: Cost Plus Fixed Fee

Part 7 - Final Design

State Project Number:  
Federal Project:  
MPMS Number:  
Maximum Amount: \$706,327.17  
Method of Payment: Cost Plus Fixed Fee

Part 8 - Final Design

State Project Number:  
Federal Project:  
MPMS Number:  
Maximum Amount: \$479,174.52  
Method of Payment: Cost Plus Fixed Fee

Part 9 - Preliminary Design

State Project Number: 1-00676-0-3-PAB-0650-313  
Federal Project: X065-274-H230  
MPMS Number: 80054  
Maximum Amount: \$491,151.16  
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 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>
4	0.00	875,025.17	875,025.17
5	0.00	1,281,621.37	1,281,621.37
6	0.00	869,062.71	869,062.71
7	0.00	706,327.17	706,327.17
8	0.00	479,174.52	479,174.52
9	0.00	491,151.16	491,151.16

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
6,020,201.53	4,702,362.10	10,722,563.63

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 4 - Within 24 calendar months after the NTP date .
- Part 5 - Within 24 calendar months after the NTP date .
- Part 6 - Within 24 calendar months after the NTP date .
- Part 7 - Within 24 calendar months after the NTP date .
- Part 8 - Within 24 calendar months after the NTP date .
- Part 9 - Within 24 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.

**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	Michele L Harter/PennDOT	Submit	10/04/2011 02:33:12 PM
Consultant Review	John Zarsky/PennDOT BP-000172 - Vice President	Approve	10/13/2011 03:54:30 PM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	10/14/2011 08:38:01 AM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	10/17/2011 03:38:57 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	10/21/2011 10:20:17 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/25/2011 03:01:27 PM

#### Audit Information

Created By	Created On	Modified By	Modified On
Michele L Harter/PennDOT	09/30/2011 01:40:43 PM	Gary R Kleist/PennDOT	10/25/2011 03:01:27 PM

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 Session size: 0.1k

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Mon Nov 07 16:14:53 EST 2011  
 Official ECMS Date/Time