

## LEGAL DOCUMENT

<b>Agreement:</b> E01512	<b>Project Specific</b>	<b>Active</b>
<b>Name:</b> Stoystown Bridge over US 30		<b>Selection Process:</b> Modified <b>Initiating Org:</b> Engineering District 9-0
<b>Supplement:</b> 2	<b>Normal</b>	<b>Executed</b>
<b>Description:</b> provide for, under Part 2, additional work to make necessary Ramp A safety improvements		

### Project Specific Agreement E01512 Supplement # 2

**Engineering District 9-0**  
Initiating Organization

**\$17,341.53**  
Supplemental Agreement Cost

**MS Consultants, Inc. 34-6546916**  
Consultant - FID

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

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 01/18/2012, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and MS 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 11/17/2009, entered into an Agreement, designated in the Department's

files as No. E01512, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for Preliminary Engineering, Final Design, and Construction Consultation services for the replacement of the bridge carrying SR 281, Section 017 over US Route 30 near the Borough of Stoystown in Quemahoning Township, Somerset County; and

WHEREAS, the Department and the Consultant, under date of 07/11/2011 entered into Supplement Agreement 1 to provide for, under Part 2, additional survey work; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to provide for, under Part 2, additional work to make necessary Ramp A safety improvements;

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 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. 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	276,633.33	17,341.53	293,974.86

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
664,521.58	17,341.53	681,863.11

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 - 12/31/2012 .

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.

**Document Status:** Executed  
**Negotiator:** Sube, Paula S.

**Attachments**

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

**Workflow**

Status	Name	Disposition	Date/Time
Draft	Paula S Sube/PennDOT	Submit	01/12/2012 12:33:48 PM

Consultant Review	Karl R Nejak/PennDOT BP-000226 - Vice President	Approve	01/12/2012 03:50:51 PM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	01/12/2012 06:32:13 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	01/17/2012 04:11:00 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	01/18/2012 08:58:22 AM
CAD Chief Approval	J. Michael Long/PennDOT	Execute	01/18/2012 10:55:32 AM

<b>Audit Information</b>			
<b>Created By</b>	<b>Created On</b>	<b>Modified By</b>	<b>Modified On</b>
Paula S Sube/PennDOT	01/11/2012 02:36:10 PM	J. Michael Long/PennDOT	01/18/2012 10:55:32 AM

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Official ECMS Date/Time