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## LEGAL DOCUMENT

<b>Agreement:</b> E00651	<b>Open End /Non Project Specific</b>	<b>Active</b>
<b>Name:</b> Open end agreement for intersection, signal and related design.	<b>Selection Process:</b> Modified	<b>Initiating Org:</b> Engineering District 4-0
 <b>Supplement:</b> 3	<b>OE Time Extension</b>	<b>Executed</b>
<b>Description:</b> to extend the existing Open End contract and Work Order 10 until September 23, 2012		

### Open End / Non Project Specific Agreement E00651 Supplement # 3

**Engineering District 4-0**  
Initiating Organization

**\$0.00**  
Supplemental Agreement Cost

**Herbert, Rowland & Grubic, Inc. 23-1609730**  
Consultant - FID

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

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 03/22/2012, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Herbert, Rowland & Grubic, 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 03/23/2005, entered into an Agreement, designated in the Department's

files as No. E00651, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for design and design support for traffic signal, intersection, and related activities. Work may include review of consultant designs.; and

WHEREAS, the Department and the Consultant, under date of 02/25/2010 entered into Supplement Agreement 1 to extension of the existing Open End contract and Work Orders, 9, 10 and 11 for the period of one year.; and

WHEREAS, the Department and the Consultant, under date of 03/17/2011 entered into Supplement Agreement 2 to extend the existing Open End contract and Work Orders 9 and 10 for the period of one year.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to to extend the existing Open End contract and Work Order 10 until September 23, 2012;

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 October 25, 2010**
  - 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 October 25, 2010**
  - 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 scope of work and services, as set forth in the consultant's technical proposal, 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 Supplemental Agreement.
  
- f. That the maximum cost of this Agreement is changed from \$1,000,000.00 to \$1,000,000.00, a difference of \$0.00.
  
- g. That the Department approved invoice template has been amended and will be available to the Consultant effective the execution date of this Supplemental Agreement.
  
- h. That all other terms and conditions of the Agreement, which are not changed by this Supplemental Agreement, remain in full force and effect.
  
- i. The time of completion for this agreement is being extended to 09/23/2012.

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

Attachments		
Name	Created By	Created On
 <a href="#">E00651-3 Time extension approval letter.pdf</a>	Paula S Sube/PennDOT	03/21/2012 09:32:46 AM

Workflow			
Status	Name	Disposition	Date/Time

Draft	Paula S Sube/PennDOT	Submit	03/21/2012 10:35:04 AM
Consultant Review	Christopher K Bauer P.E./PennDOT BP-000129 - Director of Transprtation	Approve	03/21/2012 11:30:59 AM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	03/21/2012 07:50:25 PM
CAD Chief Approval	J. Michael Long/PennDOT	Execute	03/22/2012 09:53:41 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	03/21/2012 09:30:03 AM	J. Michael Long/PennDOT	03/22/2012 09:53:41 AM

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