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LEGAL DOCUMENT

Agreement: E00520	Project Specific	Active
Name: I-95 at US 322 Interchange Project		Selection Process: Normal Initiating Org: Engineering District 6-0
 Supplement: 8	Normal	Executed
Description: add additional services during construction		

Project Specific Agreement E00520 Supplement # 8

Engineering District 6-0
Initiating Organization

\$56,214.11
Supplemental Agreement Cost

AECOM Technical Services, Inc. 95-2661922
Consultant - FID

Specific Rate of Compensation
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 08/14/2012, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and AECOM Technical Services, 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 06/28/2005, entered into an Agreement, designated in the Department's

files as No. E00520, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for preliminary engineering and environmental studies, final design and consultation during construction of the S.R. 0095, Sec. 322 project in Delaware County; and

WHEREAS, the Department and the Consultant, under date of 05/19/2006 entered into Supplement Agreement 1 to to provide additional work and services under Part 4 to perform the preliminary engineering and environmental studies on S.R. 0095, Sec. 322 as a result of the prior conducted VE/ACTT meeting; and

This Agreement was reassigned on 08/30/2007, Reassignment Agreement 430016.

WHEREAS, the Department and the Consultant, under date of 11/02/2007 entered into Supplement Agreement 2 to to provide for, under Part 4, additional preliminary engineering tasks due to the Bridgewater Road separation into separate projects and expansion of ITS design; and

WHEREAS, the Department and the Consultant, under date of 08/10/2009 entered into Supplement Agreement 3 to provide for, under Part 4, additional work and effort associated with additional preliminary engineering services for the project including work needed for the Engle Street Bridge Replacement and the advanced right-of-way acquisition for the parcel adjacent to the I-95 NB Township Line Road/Highland Avenue ramp; and

WHEREAS, the Department and the Consultant, under date of 01/19/2010 entered into Supplement Agreement 4 to create a new Part 7, for addition work and effort for Services during Construction, which were originally under expired Part 6 of this agreement; and

WHEREAS, the Department and the Consultant, under date of 03/10/2010 entered into Supplement Agreement 5 to closeout supplement; and

This Agreement was reassigned on 04/03/2011, Reassignment Agreement 430042.

WHEREAS, the Department and the Consultant, under date of 04/14/2011 entered into Supplement Agreement 6 to provide for additional Preliminary Engineering (Part 4) for T&E species review and Archaeology and Services During Construction (Part 7) for additional shop drawing review and consultation; and

WHEREAS, the Department and the Consultant, under date of 08/25/2011 entered into Supplement Agreement 7 to add additional archaeological services for Phase II Evaluation of Carter Residence under Part 4; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to add additional services during construction;

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 May, 2012**
- 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 - 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>
7	112,203.47	56,214.11	168,417.58

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
7,399,155.14	56,214.11	7,455,369.25

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 7 - 12/31/2013 .

- 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: Templeton, Thomas M.

Attachments

Name

Created By

Created On

No records found.

Workflow

Status	Name	Disposition	Date/Time
Draft	Thomas M Templeton/PennDOT	Submit	08/06/2012 01:37:40 PM
Consultant Review	Bijan W Pashanamaei/PennDOT BP-000324 - Vice President	Approve	08/06/2012 03:53:39 PM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	08/06/2012 06:11:59 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	08/07/2012 04:57:02 PM
Comptroller Review	Andrew K Peters/PennDOT	Approve	08/14/2012 08:44:53 AM
CAD Chief Approval	Matthew R Weaver/PennDOT	Execute	08/14/2012 11:25:22 AM

Audit Information

Created By	Created On	Modified By	Modified On
Thomas M Templeton/PennDOT	08/06/2012 01:26:46 PM	Matthew R Weaver/PennDOT	08/14/2012 11:25:22 AM

You are currently logged in as **Madeline M. Roadcap**.

Release: 22.1
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Wed Aug 22 14:05:45 EDT 2012
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