



LEGAL DOCUMENT

Agreement: E02445	Project Specific	Active
Name: Engineering and Environmental Services	Selection Process: Modified	Initiating Org: Engineering District 4-0
<input type="checkbox"/> Supplement: 9	Normal	Executed
Description:	Part 3 Construction Services (SR 0652-659 Narrowsburg Bridge) in order for the consultant to assist in decision making/reviewing plans while the project is in construction.	

Project Specific Agreement E02445 Supplement # 9

Engineering District 4-0
Initiating Organization

\$114,107.57
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 05/15/2017, 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 09/10/2012, entered into an Agreement, designated in the Department's files as No. E02445, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for structure work on the SR 0652 Section 659 (Narrowsburg Bridge) and SR 1002 Section 651 (Skinners Falls Bridge), both over the Delaware River in Wayne County - Bridge Group 40.; and

WHEREAS, the Department and the Consultant, under date of 05/14/2013 entered into Supplement Agreement 1 to provide additional preliminary engineering for SR 652-659 (Narrowsburg Bridge) & SR 1002-651 (Skinners Falls Bridge) Emergency Projects; and

WHEREAS, the Department and the Consultant, under date of 10/10/2013 entered into Supplement Agreement 2 to provide additional work and transfer unused PDA funds (Part 1 & Part 4) to complete work; and

WHEREAS, the Department and the Consultant, under date of 11/19/2014 entered into

Supplement Agreement 3 to provide for an effort to move the Narrowsburg Bridge Project to Design Field View and to extend the time of completion for Part 1 to December 30, 2015; and

WHEREAS, the Department and the Consultant, under date of 07/17/2015 entered into Supplement Agreement 4 to provide additional work and services associated with the additional public involvement activities associated with Narrowsburg Bridge; and

WHEREAS, the Department and the Consultant, under date of 11/09/2015 entered into Supplement Agreement 5 to include additional work for Final Design of the Narrowsburg Bridge Rehabilitation Project, under Part 2; and

WHEREAS, the Department and the Consultant, under date of 06/06/2016 entered into Supplement Agreement 6 to add the scope of work and associated level of effort required for the creation of Part 7 for the SR 1002-651 (Skinners Falls Bridge) Emergency Project; and

WHEREAS, the Department and the Consultant, under date of 06/20/2016 entered into Supplement Agreement 7 to No Cost Transfer; and

WHEREAS, the Department and the Consultant, under date of 01/31/2017 entered into Supplement Agreement 8 to Transfer of funds from other direct cost budget to direct labor/indirect labor. Emergency repairs are needed to re-open the SR 1002-651 (Skinners Falls Bridge) back up to vehicular/pedestrian traffic; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to Part 3 Construction Services (SR 0652-659 Narrowsburg Bridge) in order for the consultant to assist in decision making/reviewing plans while the project is in 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 January 14, 2015**
 - iii. **Commonwealth Nondiscrimination Clause for Consultant Agreements, dated February 24, 2015**
 - 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 December 28, 2016**
 - viii. **Provisions Concerning the Americans With Disabilities Act, dated October 14, 2011**
 - ix. **US DOT Standard Title VI/Non-Discrimination Assurances, dated June 3, 2016**

- 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 February 11, 2015** and the following standard method of payment special provisions: **Method of Payment - Specific Rate of Compensation, dated November 1, 2013** , 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>
3	0.00	114,107.57	114,107.57

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
3,404,605.82	114,107.57	3,518,713.39

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 3 - 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.

Enhanced Minimum Wage Provisions

The Consultant also agrees to comply with and to provide the required work and services in accordance with the Enhanced Minimum Wage Provisions, which are incorporated into the Agreement and attached below.

Document Status: Executed
Prepared By: MARINA, FLORIN D.

Attachments

<u>Name</u>	<u>Created By</u>	<u>Created On</u>
 ENHANCED MINIMUM WAGE PROVISIONS.pdf	FLORIN D MARINA/PennDOT	05/05/2017 03:08:00 PM

Workflow

Status	Name	Disposition	Date/Time
Draft	FLORIN D MARINA/PennDOT	Submit	05/08/2017 02:27:08 PM
Consultant Review	Michael J Girman/PennDOT BP-000324 - Vice President	Approve	05/09/2017 08:38:07 AM
Deputy Secretary Review	Melissa J Batula/PennDOT	Approve	05/09/2017 08:43:46 AM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	05/09/2017 02:45:02 PM
Comptroller Review	Andrew K Peters/PennDOT	Approve	05/15/2017 10:35:10 AM
CAD Chief Approval	Michele L Harter/PennDOT	Execute	05/15/2017 01:50:36 PM

Audit Information			
Created By	Created On	Modified By	Modified On
FLORIN D MARINA/PennDOT	05/05/2017 03:07:27 PM	Michele L Harter/PennDOT	05/15/2017 01:50:36 PM

You are currently logged in as **Dana Peterson**.

Release: 50.0
Session size: 0.1k

[PennDOT](#) | [Home](#) | [Site Map](#) | [Help](#) | [Pennsylvania](#)
Copyright © 2009 Pennsylvania Department of Transportation.
All Rights Reserved.
[PennDOT Privacy Policy](#)

Thu May 25 08:26:39 EDT 2017
Official ECMS Date/Time