

LEGAL DOCUMENT

Agreement: E00973	Project Specific	Active
Name: Marshalls Creek Structure & Geo-Technical Review Contract	Selection Process: Modified	Initiating Org: Engineering District 5-0
<input type="checkbox"/> Supplement: 1	Normal	Executed
Description: perform a negative adjustment due to down scoping of the project		

**Project Specific Agreement E00973
Supplement # 1**

Engineering District 5-0
Initiating Organization

-\$744,300.13
Supplemental Agreement Cost

AECOM USA, Inc. 13-5511947
Consultant - FID

Specific Rate of Compensation
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 04/15/2009, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and AECOM USA, 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 11/13/2007, entered into an Agreement, designated in the Department's

files as No. E00973, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for providing in-depth structure and geo-technical review assistance services on the Marshalls Creek Bypass Project located in Smithfield & Middle Smithfield Townships, Monroe County; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to perform a negative adjustment due to down scoping of the project;

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 December 20, 1991**
 - iii. **Commonwealth Nondiscrimination Clause, dated June 30, 1999**
 - 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 December 28, 2006**
 - 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>
1	999,965.95	-744,300.13	255,665.82

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
999,965.95	-744,300.13	255,665.82

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 1 - 11/15/2012 .

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: Merrill, James S.

Workflow			
Status	Name	Disposition	Date/Time
Draft	James B O'shell/PennDOT	Submit	03/30/2009 01:54:48 PM
Consultant Review	Bijan Pashanamaei P.E/PennDOT BP-000133 - Vice President	Approve	03/30/2009 03:45:03 PM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	03/30/2009 05:21:30 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	03/31/2009 04:45:43 PM
Comptroller Review	Andrew K Peters/PennDOT	Approve	04/15/2009 09:34:20 AM
CAD Chief Approval	Chris A Drda/PennDOT	Execute	04/15/2009 04:08:59 PM

Audit Information

Created By	Created On	Modified By	Modified On
James B O'shell/PennDOT	03/30/2009 01:54:48 PM	Chris A Drda/PennDOT	04/15/2009 04:08:59 PM

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