CONSULTANT AGREEIÆNT

AGREEMENT made thisday of20 by and



between URBAN ENGINEERS , INC. , 530 Walnut Street , Philadelphia , PA, 19106, hereinafter called the 'Engineer' NUrban' or "Urban Engineers " ) and McCORMICK TAYLOR, 1000 Omega Drive, Suite 1550 , Pittsburgh, PA, 15205 (hereinafter called the "Consultant .

WHEREAS, Engineer has been appointed by the PENNSYLVANIA DEPARTE4EN'1' OF TRANSPORTATION (hereinafter referred to as the

"Client ") to perform services for Open End/ Project Specific Agreement E04929 — Erie County, SR 531—A09 (hereinafter referred to as the "Project") .

WHEREAS, Engineer desires to retain the services of Consultant and Consultant desires to be so retained, to assist Engineer in meeting requirements of Engineer' s agreement with Client, dated May 25, 2021 (hereinafter called "Engineer' s Agreement") .

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration and intending to be legally bound, the parties agree as follows:

1. . Retainer of Consultant . Engineer hereby retains

Consultant to perform services required for the completion of the Project. Engineer' s Agreement is attached hereto and incorporated herein, EXHIBIT B. Consultant agrees to perform Services for Engineer on an as—needed basis as authorized from time to time by Engineer by the issuance of Work Orders, an example of which is attached as EXHIBIT A. The individual Work Order (s) will include a description of the Scope of Services, conditions, time of performance and cost breakdown sheet (s) . Each work Order shall refer to and will be governed by the terms and conditions of this Agreement. Consultant will perform its services in a manner consistent with Engineer' s Agreement and applicable professional practices and standards. Consultant is retained as an independent contractor and not as an employee of Engineer or Client . Notwithstanding the foregoing, Engineer makes no guarantee that any Work Order (s) will be issued under this Agreement .

1. . General Responsibilities of Engineer. Engineer shall be the general administrator of services for the Proj ect and shall facilitate the exchange of information among Engineer' s consultants as is necessary for the coordination of their

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respective services . Further , to the extent such information become available to Engineer by or through Client, Engineer shall furni sh to Consultant information relevant to Consultant' s services.

1. . General Responsibilities of Consultant. Consultant shall collaborate with Engineer and perform its services in the same manner and extent that Engineer is bound by Engineer' s Agreement to perform services for Client, with a primary emphasis on the Scope of Services assigned to Consultant . Consultant shall cooperate with Engineer and Engineer' s other consultants in the coordination and efficient performance of services, including but not limited to: providing progress copies of drawings, reports, specifications and other necessary information. Consultant shall assist Engineer in conformity with its scope of services (as defined in Work Orders issued hereunder) and if requested, attend necessary conferences, prepare necessary analysis, drawings, specifications and other documents, be available for general consultation, and make recommendations for Consultant ' s portion of the Project. Consultant shall also recommend, within its area of professional specialization, the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of Consultant' s services. Except as authorized by Engineer, all communications between Consultant and Client shall be forwarded through Engineer. Consultant shall direct inquiries from Client and/or governmental regulatory agencies to Engineer for appropriate response . Should Client and/or the governmental regulatory agency insist on communication directly with Consultant, Consultant shall promptly advise Engineer of the nature, extent and substance of such communication.
2. . Invoices, Compensation, Costs and Payments . Consultant shall prepare invoices in accordance with Engineer' s invoxcing instructions and Client' s requirements . If Engineer disputes an invoice, either as to amount due or entitlement, then Engineer will advise Consultant of the specific basis for doing so, and may withhold the portion so disputed from forwarding to Client for payment and from payment to Consultant. Subj ect to the terms and conditions hereinafter, Engineer will submit acceptable invoices to Client and, subj ect to the terms and conditions hereinafter, take reasonable steps to collect payment from Client. In no case Engineer be obligated to take any action or make any payment Lo Consultant or any lower—tier sub consultant that would cause Engineer to suffer a penalty or contravene the applicable Law.

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1. . 1 Consultant 's compensation for basic services, any required additional services and reimbursement for costs, shall be described more fully in Work Orders issued hereunder. Consultant hereby agrees that as conditions precedent to the Engineer' s obligation to pay Consultant under this Agreement, or for any services supplementary, extra or additional hereto, shall be : strict compliance with the notice provisions of the Engineer' s Agreement if the Consultant is seeking any increase in compensation due to any cause or circurnstance, by giving to the Engineer the same form and time of prior notice that the Engineer is required to give to the Client; given to the Engineer sufficiently in advance so that the Engineer can comply with the notice provisions in the Engineer' s Agreement; if no such procedure is set forth in the Engineer' s Agreement, then the Consultant shall immediately give written notice to the Engineer' s Proj ect Manager or his designee setting forth in detail the circumstances giving rise to such request and the amount requested, (b) the acceptance of Consultant' s services by the Engineer, the Client or other appropriate person or agency designated by the Engineer or the Client, (c) Engineer' s receipt from Consultant of its invoice detailing services performed and compensation due for each phase of the Project, and (d) the actual receipt of payment from the Client by the Engineer for the services performed by the Consultant. Engineer will pay Consultant within fourteen (14) days of receipt of payment from Client . Unless approval is granted by the Engineer and Client, in no event will the compensation of the consultant exceed the total compensation for each Work Order as detailed therein.
2. . Incorporation by Reference. To the extent applicable to the work to be performed by Consultant under this Agreement, the provisions of Engineer' s Agreement including but not limited to, addenda, amendments , and other documents forming a part of the Engineer' s Agreement are hereby incorporated into this Agreement with the same force and effect as though set forth in full . Consultant shall be bound to Engineer, to the same extent that Engineer is bound to Client, by all the terms and provisions of the Engineer' s Agreement as applicable to Consultant' s services, and by all decisions, rulings, and interpretations of Client or its authorized representative or any governmental authority with proper jurisdiction. Tn the event of a conflict or inconsistency between th i s Agreement and the Engineer ' s Agreement, the provnsions imposing the more stringent obligations on Consultant shall apply. Engineer' s Agreement is attached hereto as EXHIBIT B.

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5 . 1 Additionally, Consultant also understands and agrees that among those duties and obligations that must be performed in accordance with the Engineer' s Agreement include, but are not limited to, adherence to all Client, State, Federal and any other Governmental Unit required contract t e rms and conditions pertaining to, inter alia: records retention, labor standards, equal opportunity per 41 CFR 60, Executive Order 11246 (Equal Employment Opportunity) , Executive Order 13665 (Prohibitions Against Pay Secrecy Policies and Actions) and its implementing regulations, anti—apartheid, prohibitions against political contributions and 41 CFR 60—1. 4 (a) 41 CFR 60-300. 5 (a) and 41 CFR prohibiting discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans. If Consultant breaches any of the covenants contained in this Article

1. . 1 , as supplemented by EXHIBIT D COMPLIANCE WITH APPLICABLE LAW AND BUSINESS STANDARDS, attached hereto and incorporated herein, then Engineer shall have the right to immediately terminate this Agreement or individual Work Orders in whole or in part without penalty. In such instance, Consultant shall indemnify Engineer for any penalties, losses and expenses resulting from such breach.
2. . Indemnification. Consultant shall indemnify, defend and hold harmless Engineer, Client, and any other person or entity to the same extent that Engineer is required to do so under Engineer' s Agreement; it is expressly understood and agreed that said requirement shall include the duty to defend if required by Engineer' s Agreement. Provided, however, that in no event shall Consultant' s obligation in this regard be less than the following: to the fullest extent permitted by law, Consultant shall release, indemnify and hold harmless Engineer, Client and their respective directors, officers and employees (and any other person or party Engineer is obligated to indemni f y under Engineer' s Agreement) from and against claims, demands, damages, losses and expenses (including costs of litigation and reasonable attorney' fees) arising out of; or, resulting from the Consultant ' s breach of its material obligations under this Agreement; or, through the wilful misconduct of the Consultant; or, caused in whole or in part by any negligent acts, errors or omissions of the Consultant, its officers and employees or anyone directly or indirectly employed by the Consultant; or, anyone for whom the Consultant may be legally liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Article. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement.

Insurance . Consultant shall purchase and maintain the greater of: ( 1 ) the insurance requirements of Engineer' s Agreement; or (2) the following insurance requirements:

1. . 1 . 1 Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an occurrence basis, including, independent contractors, contractual liability, products and completed operations, property damage, bodily inj u ry and personal & advertis ' g injury with limits no less than $1, 000, 000 per occurrence If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/ location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. When the Scope of Services requires visits to the Project or other sites connected with the Project, then the CGL shall : (a) include XCU (explosion, collapse, and underground) hazard coverage, premises operations, property damage and personal injury cover ages (with employee exclusion deleted) and (b) by virtue of ISO endorsement CG 24 17, or equivalent, no exclusion for any part of any contract or agreement that indemnifies a railroad for losses that result from construction or demolition within 50 feet of any railroad property, or that affects any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossing.

7. 1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non—owned) , with limit no less than $1, 000, 000 per accident for bodily inj u ry and property damage.

7. 1.3 Workers' Compensation: Insurance as required by the State in which the work is being performed, with Statutory Limits, and Employer' s Liability Insurance with limit of no less than $1, 000, 000 per accident for bodily injury or disease.

7 . 1 . 4 Umbrella/ Excess: Insurance with limits not less than $5, 000, 000 per occurrence, $5, 000, 000 aggregate. Such insurance is acceptable to meet the defined requirements for Auto and CGL insurance provided Consultant shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less broad than the CGL and Auto liability coverage required herein (including requirements for additional insured status) with the same inception and expiration dates, and with coverage that drops down " for exhausted underlying aggregate limits of liability coverage.

7 . 1 . 5 Professional Liability : Errors and Omissions insurance appropriate to the Consultant' s profession, with limits no less than $2, 000, 000 per occurrence or claim, $2, 000, 000 aggregate.

7. 1. 6 Cyber Liability: Insurance with limits not less than $2, 000, 000 per occurrence or claim, $2, 000, 000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties with limits sufficient to respond to these obligations.

7 . 1.7 Contractors Pollution Liability: Insurance in an O amount not less than $2, 000, 000 per claim or occurrence/ annual aggregate. If removal or remedial action concerning the actual or threatened escape of hazardous substances is performed then Consultant shall carry Contractors Pollution Liability Insurance in an amount not than $5, 000, 000 per claim or occurrence/ annual aggregate. The policy must provide coverage for sudden, accidental or gradual occurrences arising from the work performed under this Agreement . Completed Operations Coverage shall be for a period of not less than three (3) years.

7 . 1 . 8 Railroad Protective Liability: Should any of Consultant' s services involve activities within any railroad right-of—way (and as may be required by any railroad in connection with such services) Consultant shall carry Railroad Protective Liability Insurance with a minimum coverage limit of $2, 000, 000 per occurrence and $6, 000, 000 in the aggregate, subject to requirements for greater limits imposed by Client and/or the railroad.

7 . 2 If Consultant maintains broader coverage and/or higher limits than required by this Section 7, then Engineer requires and

shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Engineer.

1. . 3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions :

7 . 3. 1 Additional Insured Status . Engineer, Client and their respective directors, officers, officials, employees, and related entities (and any other person or entity that Engineer is required to designate as an additional insured under Engineer' s Agreement) are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant. Additional insured coverage can be provided in the form of endorsement (s) to Consultant' s insurance policy at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 04 13 (or CG 20 38 04 13) and CG 20 37 04 or, forms providing equivalent coverage . All other insurance, other than Professional Liability and Workers' Compensation, shall name Engineer, its Client and their respective directors, officers, officials, employees, and related entities (and any other person or party that Engineer is required to designate as an additional insured under Engineer' s Agreement) as additional insureds.

7. 3.2 Primary Coverage. For any claims related to this contract, the Consultant' s insurance coverage hall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Engineer, Client and their respective officers, officials, employees, and related entities. Any insurance or self— insurance maintained by the Engineer, Client and their respective officers, officials, employees, or volunteers shall be excess of the Consultant' s insurance and shall not contribute with it.

7 .3 . 3 Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Engineer.

7. 3. 4 Waiver of Subrogation. Consultant hereby grants to Engineer and Client a waiver of any right to subrogation which any insurer of said Consultant may acquire against said entities by virtue of the payment of any loss under such insurance . Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Engineer has received a waiver of subrogation endorsement from the insurer.

7 . 3.5 Self—insured Retentions. Self—insured retentions must be declared to and approved by the Engineer. The Engineer may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self—insured retention may be satisfied by either the named insured or Engineer.

7 . 3 . 6 Acceptability of Insurers . Insurance is to be placed with insurers authorized to conduct business in the state where the services are performed with a current A.M. Best' s rating of no less than A:O unless otherwise acceptable to Engineer.

7 . 3. 7 Claims Made Policies. If any of the required policies provide coverage on a claims—made basis, then:

* 1. The Retroactive Date must be shown and must be before the date of the contract or the commencement of services.
  2. Insurance must be maintained and evidence of insurance must be provided for at least fiv05) years after completion of the services.
  3. If coverage is canceled or non—renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended report ing" coverage for a minimum of fiv 5) years after completion of contract work.

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| 7 .3. 8 Verification | of Coverage. Consultant shall furnish |
| Engineer (and Client, if | required by Client) with original |
| Certificates of Insurance | including all required amendatory |
| endorsements ( or copies | the applicable policy language |
| effecting coverage required | y this Section 7) to Engineer before |

commencing services . Failure to obtain the required documents prior to the commencement of services shall not waive Consultant' s obligation to provide them. However, Consultant' s invoices will not be deemed proper and therefore not payable until Consultant' s insurance information required by this Section 7 has been submitted and accepted by Engineer.

7 . 3. 9 Engineer reserves the right to reasonably require comp let e , certified copies of all required insurance policies, including required endorsements to ascertain Consultant' s compliance with the requirements of the Section 7 .

7 . 3 . 10 Subconsultants . Consultant shall requi re and verify that all of its subconsultants maintain insurance meeting all the requirements stated herein. Consultant shall ensure that Engineer and other persons and entities designated in 7 . 3. 1 , are included as an additional insured on insurance required from sub consultants.

7 . 3. 11 Consistent non—compliance or failure by Consultant to correct non-compliance with the requirements of this Section 7 shall be considered a material breach of this Agreement.

1. . Retention of Records. Unless a longer period is required by the Client, or is set forth in the Engineer's Agreement, the Consultant agrees that the Engineer or the Client shall, until the expiration of ten (10) years after final payment under this Agreement, have access to and the right to examine and copy any books, documents, papers and records directly related to this Agreement which have not been previously delivered to Engineer . The period of access and examination of records shall continue during litigation and until settlement of any claims arising out of the performance of this Agreement.

Assignment. This Agreement is for the services of the Consultant and its interest in this Agreement may not be assigned or transferred by Consultant without the prior written consent of the Engineer. Provided, however, that approval by Engineer of the assignment of any portion of the Consultant' s duties under this Agreement by Consultant to a sub consultant shall not relieve the Consultant of any liability or responsibility for the proper performance of the services under this Agreement.

1 0 . Quality Management. Consultant shall develop, maintain and imp I ement Quali ty Management System ( QMS ) or Assurance/ Quality Control (QA/QC) Plan for duration of this Agreement. The QMS or QA/ QC Plan shall provide for checking and reviewing work for accuracy, completeness and compliance with the Scope of Services and the standards, specifications, manuals of instruction, policies, protocols and requirements established by Client and the regulatory authorities having jurisdiction over the work In the event that Consultant does not have a documented QMS or QA/ QC plan, Urban Engineers may require Consultant to comply with Urban' s Quality Procedures or project QA/ QC plan.

10. 1 If a Proj ect specific Quality Assurance/ Quality Control Plan has been established by Client or otherwise, then Consultant shall collaborate with Urban to determine the procedures and documentation requirements for quality assurance and control that will apply to Consultant for this Agreement.

10.2 Consultant shall execute their QMS or QA/ QC Plan throughout the course of the Project and provide Urban Engineers periodic documentation, or other mutually acceptable records, demonstrating Consultant' s compliance with their QMS or Plan; including, a completed Service Provider Quality Certification (the form of which is attached hereto as EXHIBIT C) that is to be submitted with any final deliverables, or other required work products or deliverables.

10. 3 Consultant agrees to allow Urban Engineers to conduct a Quality Management System Audit on Consultant' s premises, or other mutually acceptable location, as may be reasonably necessary to ascertain Consultant' s compliance with the their QMS or proj ect QA/ QC plan. Any non—compliance shall be addressed by Consultant to Engineer' s reasonable satisfaction within a mutually agreed upon time period . Consistent non— compliance or any failure to correct non—compliance shall be considered a material breach of this Agreement.

10. 4 Neither Urban' s acceptance of the Consultant' s QMS or proj ect QA/ QC Plan nor any "Quality Management System Audit." shall relieve the Consultant of its sole responsibility for the professional quality and technical accuracy of its services. Consultant invoices will not be deemed proper and therefore not payable until Consultant' s QMS or QA/ QC Plan, and any required Quality Assurance Statement (s) , have been submitted and accepted by Urban Engineers.

1 1 . Changes. At any time prior to the completion of work, Engineer shall have the right to direct changes in this Consulting Agreement, including but not limited to, changes in the Scope of Servxces. If the change causes an increase or decrease in the cost of, or the time required for Consultant' s performance under this Consulting Agreement, then Consultant must submit to the Engineer, within the time required by Paragraph 4 above, but in any event no more than ten (10) calendar days after receipt of the written notice of change, a written request for any adjustment. If justified, and in those instances where the Client ' s approval is required upon approval by the Client, Engineer shall issue an

addendum to thi s Agreement for equitable adj ustments, in conformity with the provisions of Section 4 above.

12 . Termination for Convenience . Engineer shall have the right at any time to terminate this Agreement in whole, part, by written notice to Consultant. Upon receipt of this notice the Consultant shall discontinue performing any work will not incur any further expenses and shall promptly cancel all orders for work, materials, or supplies relating to the Project . In the of termination for convenience, Engineer shall pay Consultant for all work performed and accepted pursuant to the provisions of Section 4 above . However , in no event shall Engineer be obligated to pay more than the agreed upon compensation less any amount previously paid.

1 3 . Default. Should the Consultant breach any portion of this Agreement, Engineer shall have the rights and remedies provided by law and those provided under this Agreement . Further, Engineer shall have the right at any time to terminate this Agreement, in whole or in part, if the Consultant fails to perform any of its material obligations and fails to give to Engineer adequate assurance of performance within ten (10) calendar days after receipt of Engineer's written request for such assurances . In the event of a breach of this Agreement, including Consultant ' s failure to provide adequate assurance of performance, Engineer may :

( 1 ) Declare the Consultant to be in default; or,  Cancel this Agreement, in whole or \ in part; or,

Withhold payment of any further funds which may be due the Consultant, until the default is corrected, and/or

 Pursue any and all other remedies afforded by law.

Ownership of Documents. All drawings, specifications, information or data prepared by or furnished Consultant in connection with any or all work to be performed under this agreement (other than Consultant ' s proprietary information, processes, methodologies, know—how and software previously belonging or licensed to Consultant) ( "Proj ect Documents") shall be the property of Engineer. All Proj ect Documents, including those stored on electronic or magnetic media of any form, shall be immediately forwarded to Engineer upon request . Delivery of the

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Proj ect Documents to Engineer is a condition precedent to final payment to Consultant for services performed.

1 5 . Confidentiality.

15. 1 No publicity releases (including news releases and advertising) pertaining to this Agreement or the Project shall be issued by the Consultant without the prior written approval of Engineer and Client, if required.

15.2 Consultant will, for the duration of this Agreement, including any Amendments or Work Orders, and for a period of three (3) years thereafter, or permanently in the case of information relating to specific project sites or surrounding territories or operations of Urban' s Clients, retain in confidence and not use ( except in performance of a Work Order) or disclose any information or data relating to a proj ect site, surrounding territory, technical, business or similar information designated in writing as "proprietary" , \ confidential " or with a similar label, or which by the nature of the information generally would be regarded as proprietary or confidential, and disclosed by Engineer or Client to Consultant either in writing or orally, or which is obtained by Consultant by virtue of its participation in the Proj ect, except i) information previously known to Consultant and which is not subject to restrictions on disclosure or use; i i) information which becomes known to Consultant through legal means and which is not subj ect to restrictions on disclosure or use; i i i) information which is public knowledge or subsequently becomes public knowledge through no fault of Consultant and without breach of this Agreement; i v) information required to be disclosed by law or court order but only after Consultant delivers prior written notice to Engineers and Engineer has had a reasonable opportunity to protect disclosure of such Confidential Information.

15. 3 Consultant hereby represents that it will use reasonable commercial efforts to see that its personnel (and personnel of it sub consultants, if any) performing services for the Proj ect shall comply with the nondisclosure agreements, including the duty not to disclose or use any information obtained by them in the performance of the Scope of Services.

1 6 . Non—waiver of rights. The rights and remedies granted to Engineer are cumulative and the failure to enforce any right or remedy by Engineer does not operate as a waiver by Engineer to exercise any rights or remedies granted by law or under this Agreement .

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1. . Miscellaneous Provisions.

17 . 1 Consultant agrees that all sub consultant agreements made pursuant to this Agreement shall be made expressly subject to all of the terms and conditions of this Agreement.

17 . 2 The Parties agree that if certain terms and conditions are required by Law, that this Agreement shall be deemed to have and hereby does incorporate such terms and conditions herein by reference.

17 . 3 Nothing contained in this Agreement shall be deemed to create any contractual relationship with, to give a cause of action of any nature, whether sounding in contract , tort, or equity, in favor of, any third party against Client, Engineer or the Consultant. Nothing contained in this Agreement is intended to benefit any third party. Engineer does not intend Consultant, their subcontractors and subconsultants to be intended or incidental third—party beneficiaries of Engineer's Agreement.

17 . 4 This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise regarding the subject matter of this Agreement exist . Any change in, addition to or waiver of the terms and conditions of this Agreement shall be binding only if approved in writing by an authorized representative of the parties.

17 .5 Applicable Law. Applicable Law shall be the law specified in Engineer ' s Agreement and shall control the interpretation and performance of this Agreement, exclusive of any conflict of law provisions.

17 . 6 Notwithstanding any additional, differing, or conflicting terms in Consultant' s proposal or any other writing submitted by Consultant to Engineer, these Conditions shall constitute the entire agreement between Engineer and Consultant; any writings transmitted from Consultant to Engineer, proposal, that contain terms and conditions (including additional, conflicting, or differing terms) shall not apply or in any way modify or alter this Agreement and such conditions are expressly rejected.

17 . 7 If any portion of this Agreement is found to be unenforceable by a Court of competent jurisdiction, all other portions shall remain in full force and effect.

17.8 Each Party represents that the person executing this Agreement has the necessary legal authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Each party agrees that electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, .pdf, or e—mail electronic signatures.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth in the caption hereof.

URBAN ENGINEERS , INC McCORMICK TAYLOR

By:



Name and Title Name and Title

ATTEST :



Name and Title Name and Title

( CORPORATE SEAL) (CORPORATE SEAL)

EXHIBIT A  TO CONSULTANT

TO ISSUE WORK ORDER NUMBER XX

WHEREAS, Urban Engineers, Inc . ( "Engineer" / "Urban Engineers and McCormick Taylor (hereinafter called the "Consultant previously entered into a Consultant Agreement dated20 which Agreement is incorporated herein by reference ("Agreement") 

WHEREAS , under the Agreement the Consultant agreed to perform services in connection wi th The Pennsylvania Department of Transportation (hereinafter referred to as the "Client " ) for Open End/ Proj ect Specific Agreement E04 929 Erie County, SR 531—A09 (hereinafter referred to as the "Project") .

WHEREAS, the Parties wish to amend the Agreement by the issuance of this Work Order Number XX for McCormick Taylor to perform services for the Project.

NOW, THEREFORE, it is agreed by and between the Parties, for and in consideration of the promises contained herein, intending to be legally bound, hereby agree as follows:

1. . Consultant agrees to provide services in connection with the Open End/ Project Specific Agreement E04929 Erie County, SR 531—A09, Work Order Number XX, as described fully in EXHIBIT A (Scope of Services) , which is attached hereto and incorporated herein.
2. . The Consultant. agrees to, perform the Scope of Services for the total compensa t ion Of $as is described more fully in EXHIBIT B, (Compensation and Costs) which is attached hereto and incorporated herein.

Except as provided herein, all other terms and conditions of the

Agreement remain in full force and effect.

URBAN ENGINEERS, INC McCOR}.å1CK TAYLOR

By: 

Name and Title Name and Title

ATTEST :

By: By :



Name and Title Name and Title

(CORPORATE SEAL) (CORPORATE SEAL)

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EXHIBIT B - ENGINEERS AGREE>ENT

The attached copy of the Agreement between Urban and The

Pennsylvania Department of Transportation, dated May 25, 2021 is incorporated by reference.

# v. 2021

Legal I



LEGAL DOCUMENT

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| --- | --- | --- | --- | --- |
| |  | | --- | | Aqreement: E04929  Name: Erie County, SR 531-A09 | | |  |  | | --- | --- | | Open End /Project Specific  Selection Process: Initiating Org: | Executed  Modified  Engineering District 1-0 | |

Open End I Project Specific Agreement E04929

Engineering District 1-0

Initiating Organization



Maximum Agreement Cost

Urban Engineers, Inc. 23-1575527

Consultant - FID

Cost Plus Fixed Fee

Lump Sum

Specific Rate of Compensation

Method(s) of Payment

THIS AGREEMENT, made and entered into on 05/25/2021, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Urban Engineers, Inc., a Corporation of CONSULTANTS, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, ("CONSULTANT").

WITN ESS ETH:

A. Scope Of This Agreement

1. Project Identification

The Consultant, for and in consideration of the payment or payments specified in this

AGREEMENT, shall perform all work and services, and furnish all equipment and materials not otherwise provided, for the design, right-of-way acquisition, utility relocation(s) and construction consultation for a roadway reconstruction project in Erie County. This project entails improvements to State Route 531 (Depot Road) from Franz Avenue to US 20 (Buffalo Road) in Harborcreek Township, Erie County

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.

https://www.ecms.penndot.gov/ECMS/PDTagServlet?action=printerFriendly&j spN ame=W... 8/4/2021 Legal

Commonwealth Contractor Responsibility Provisions, dated December 1. 2020

Consultant Integrity Provisions. dated January 14, 2015

Commonwealth Nondiscrimination Clause for Consultant Agreements, dated August 15, 2018

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 November 6, 2019 viii. Provisions Concerning the Americans With Disabilities Act, dated October 14, 2011 ix. US DOT Standard Title VI/Non-Discrimination Assurances, dated June 26, 2019 x Enhanced Minimum Wage Provisions (July 2018)

1. 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. Consultants Acceptance of PA Workmen's Compensation Act, dated August 1999

1. By signing this Agreement, the Department certifies their compliance with the following requirement:

i. Department's Certificate of Non-Collusion, dated January 1999

1. The Consultant agrees to comply with and to provide the required work and services in accordance with the Departmentus Standard Agreement Special Requirements, dated February 11, 2015 and the following standard method of payment special provisions: Method of Payment - Cost Plus Fixed Fee, dated May 1, 2009 , Method of Payment - Lump Sum, dated November 1, 2013 , 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.
2. The Consultant shall provide the services and work on this project, as directed by the Department, in the form of a Work Order.
3. The Department reserves the right to choose which work and services will be assigned to the Consultant by Work Order and, if the Department so elects, to assign work and services required for this project to other Consultants or Department forces.
4. When assigned, by the Department, work and services for this project, the Consultant shall prepare and submit to the Department Project Manager technical and price proposals for review and approval. If the Department concurs with the scope and cost of the work and services, a Work Order will be prepared and forwarded to the Consultant for his approval. Execution of the Work

Order by the Consultant shall constitute his notice to proceed with the work described therein

h The scope of work and services, as set forth in the Consultant's technical proposal and Work Orders executed under this Agreement, 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, Manuall Handbook, Policy or Procedures, to determine whether there is a change in

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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 Work Order Amendment.

By signing this Agreement, the Consultant certifies that it, and any Subconsuttant/Subcontractor contracted to provide work and services under this Agreement, and the officers and employees thereof, have no promise of any future work on this project beyond any fully executed Work Orders

Agreement Duration

1. Notice To Proceed

The consultant shall not proceed with work and services required under this Agreement until specifically authorized by the Department to proceed in the form of a fully executed Work Order

1. Time Of Completion
   1. This Agreement shall terminate 120 months from the date of execution.
   2. The Engineer agrees to monitor the progress of the services and work under each Work Order to insure that the services and work are completed within the agreed upon time period for that Work Order. A letter may extend the time of completion for a Work Order under this Agreement from an authorized Department Representative. The Consultant must initiate a request for the time extension and provide the justification for the time extension prior to the termination date of the Work Order. An authorized Department Representative must issue the time extension letter prior to the termination date of the Work Order and any time extension must end within the Agreement time period. Individual copies of the time extension approval letter must be forwarded by the Department's Project Manager to the Consultant Agreement Section, Bureau of Design and the Document Review and Control Division, Comptroller's Office, within one (1) week of the date of the time extension.
   3. The Consultant shall not be eligible for and shall not request reimbursement from the

Department for any costs incurred under a Work Order after the expiration of the Work Order.

Compensation

1. Maximum Cost

* + - 1. It is understood that the total cost of this Agreement to the Department shall not exceed the amount of $1.500.000.00.
      2. It is agreed and understood that the maximum cost to the Department for a Work Order shall not exceed the maximum amount stipulated in each individual Work Order without prior approval of the Department and Federal Highway Administration, where applicable, in the form of an executed Work Order Amendment.
      3. The maximum costs under each Work Order may be adjusted when the Consultant establishes and the Department agrees that there has been or is to be a significant change in the following:

i. Scope, complexity, or character of the original work and services to be performed, induced, caused or directed by the Department.

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Conditions under which the original work and services were required to be performed, neither foreseen by the Department nor by the Consultant at the time of execution of the original Agreement, nor created thereafter by the Consultant.

* + - 1. Duration of work, if the change from the time of completion specified in the Agreement was induced, caused or was the result of directions issued by the Department.
      2. The Department will not reimburse the Consultant for any costs incurred in excess of the maximum amount stipulated for any category of funds on the Consultant's invoice template as approved by the Department at the time the costs were incurred.

D. Disadvantaged Business Enterprise Goal

1. The Consultant shall attain the Disadvantaged Business Enterprise goal of 10% of the total cost of this Agreement, including all supplements hereto. Costs included in a DBE firm's price proposal as direct cost of work and services by others shall not count as DBE participation in this Agreement for non DBE firms. In the alternative a showing of good faith effort shall be made.

For agreements with an established Disadvantaged Business Enterprise goal, documentation of good faith effort shall be made by the Consultant and be subject to the concurrence of the

Department. A list of the requirements constituting good faith effort is included in this provision: Good Faith Effort. dated Mav 4; 2001.

Specific Rate Factor Condition

Overhead rate(s) used to establish specific rate factors under this Agreement are subject to further review and modification by the Department The statement "These specific rate factors shall remain fixed for the life of this Agreement" in the standard method of payment document attached hereto is null and the Department reserves the right to adjust specific rate factors, by supplemental Agreement, if further review of compensation components included in the overhead rates used to establish the specific rate factors are determined to be unreasonable. Revisions to a specific rate factor by supplement would be effective the execution date of this original Agreement.

Escalation and Direct Costs Other Than Payroll

Any Escalation or Direct Costs Other Than Payroll indicated in the Price Proposal for this Open-end Contract are included for information only Escalation and Direct Costs Other Than Payroll for individual Work Orders shall conform to current Department limitations, considered on a project-byproject basis.

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| Attachments  Name    No records found. | | Created By | Created On | |
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| Workflow  Status | Name | Disposition | | Date/Time |

05/13/2021

Draft Scot Wohlin/PennDOT Submit

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 Consultant Review Mark A Kinnee/PennDOT BP-000037 - Vice Approve 05/13/2021

President 04:02:32

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|  |  |  | 05/13/2021 |
| Deputy Secretary Review | Christine Spangler/PennDOT | Approve | 05/14/2021 |
| Chief Counsel Review | Aaron T Domot0/PennDOT | Approve | 04:01:54  05/21/2021 |
| Comptroller Review | Andrew Peters/PennDOT | Approve | 05/25/2021 |
| CAD Chief Approval | Michele L Harter/PennDOT | Execute |  |

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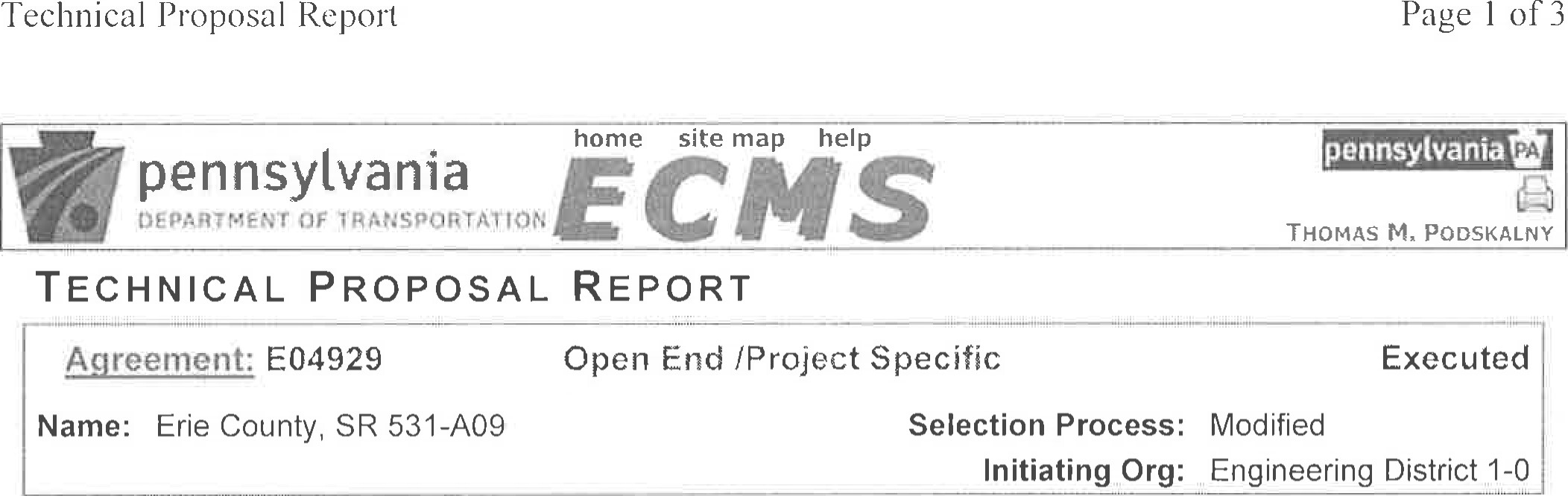
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Task - Various Design/Environmental Services

Objective:

7.3.1 - Various Design/Environmental Services

This task involves engineering and environmental services provided under a Department Open End Contract.

Scope:

7.3.1 - Various Design/Environmental Services

The work and services required under this Contract may encompass a wide range of environmental studies and engineering efforts with the possibility of several different types of projects with short completion schedules being assigned concurrently. The anticipated types of projects include, but not limited to, bridge replacements or bridge rehabilitation with minor approach work, environmental studies, roadway betterments (3R type,) minor capital improvement projects (bridges or roadway), railroad grade crossing projects, and minor location studies, etc.

The engineering work and services which may be required under this Contract include, but are not limited to, perform field surveys, plot topography and cross sections, prepare submission for utility verification and relocations engineering, prepare all pertinent submissions and materials necessary for the Department to prepare the application to PUC and for the PUC field conference, attend and supply any required information for all PUC meetings and hearings during the design of the project, develop erosion control details and narrative, prepare right of way plans, complete structure designs including type, size and location reports, core boring layouts and foundation designs and reports, develop traffic control plans with narratives, conduct soils investigations and prepare soils reports, investigate utility involvement on projects, provide material for and participate in value engineering reviews, coordinate contacts with railroad officials and procure railroad related costs, permits, and insurance, collect signal timing, accident data and other traffic flow data, document engineering study findings and activities, alternative analysis to assess impacts and mitigation, and prepare construction plans, specifications, and estimates.

The areas of environmental study required under the Contract may include, but are not limited to: air quality, noise, energy, vibration, hazardous waste, surface water and ground water quality, surface water and ground water hydrology, terrestrial ecology including threatened and endangered species, wetlands, soils, geology, farmlands, visual quality, socio-economic resources, cultural resources, Section 4(f) Evaluations, early coordination and, scoping correspondence, meeting minutes, public meeting and hearing presentations, visualization materials, handouts and displays, technical basis reports (TBRs) and/or technical files, NEPA environmental documents, Section 106 documents, mitigation plans and reports, wetland and floodplain findings, and preliminary engineering plans, and remote sensing/mapping innovations, The format and content of all documents will be consistent with applicable State and Federal regulations, policies and guidelines.

The engineering services and environmental studies identified above are the general work activities that can be expected under this Open-End Contract. A specific project-related Scope of Work will be outlined for each individual Work Order developed under this Open-end Agreement

Detail Task 1 - Various Design/Environmental Services

Department Details:

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This project involves the Preliminary Engineering, Environmental Studies, Geotechnical, Final Design, Rightof-Way, and Consultation during Construction for Depot Road (SR 0531) intersection improvement located in Harborcreek Township, Erie County. Services under this agreement include performing all those tasks and activities necessary to complete preliminary engineering, final design, utility relocation services and construction consultation. Management of these services will consist of directing and supervising tasks and activities performed by the consultant staff as well as coordinating with the Department on those activities to be performed by Department staff.

The project schedule will be developed in ASTA by the Consultant and approved by the Department. Project schedules and budgets are to be reviewed regularly and their status is to be reported to the Department. Submit monthly project status reports indicating completed and planned activities and any needed information from the Department.

Environmental activities will include those activities required to obtain a NEPA clearance and any permits necessary to advance the project. The Consultant will be required to consult with and assist the District's Environmental Manager in the coordination and distribution of this work effort. The selected engineering Consultant will be required to lead the public involvement activities necessary to advance the project. The Consultant will also be expected to perform wetland investigations and assisting the Department with mitigation strategies. Other environmental activities may include investigation of cultural resources, threatened and endangered species, noise, aesthetics, floodplains, impacts to area businesses and residents, and any other environmental and/or socioeconomic factors.

Final Design tasks and activities will include but not be limited to: field surveys, preparation of pavement design, preparation of any permit applications, final roadway design, preparation of "also" plans, preparation of documents for utility verification and relocations engineering, maintenance and protection of traffic, signing plans, pavement marking plans, E&S control plans, final cross-sections, preparation of PS&E packages, Final Right-of-Way Plan preparation and any other necessary engineering and drafting required to deliver the final design of the identified project. The Consultant will be required to coordinate with and participate in any meetings or other forums to advance the project.

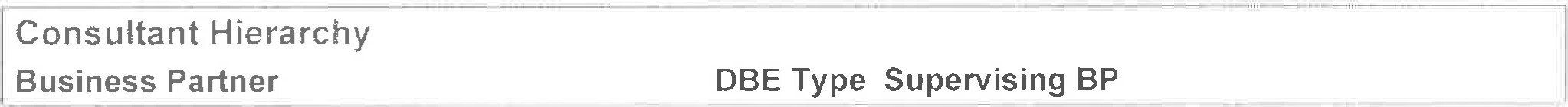
Right of Way will include Appraisals and Negotiations

Construction Consultation will consist of attendance at pre-bid and/or pre-construction conferences; shop drawing review; review of alternate designs and assisting the Department and its contractor in the resolution of project related issues that may arise during construction.

Approach:

Urban Engineers, Inc. (Urban) and our subconsultants Keystone Acquisition Services, Corp., McCormick Taylor, Inc., Monaloh Basin Engineers, and The Lexis Group, LLC, will provide the services and perform the work necessary to complete tasks outlined in the Department's and District's Scope-of-Work for Task 1 Various Design/EnvironmentaI Services and Detail Task I-Various Design/Environmental Services.

It is understood that Work Orders with specific scopes-of work will be developed for design development component with Technical and Price Proposals prepared and submitted for each Work Order.



Urban Engineers, Inc

Keystone Acquisition Services, Corporation No Urban Engineers, Inc.

McCormick Taylor, Inc Urban Engineers, Inc Monaloh Basin Engineers Yes Urban Engineers, Inc

The Lexis Group, LLC Yes Urban Engineers, Inc.

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| THOMAS M. PODSKALNY | | | | |

PRICE PROPOSAL SUMMARY

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| |  |  | | --- | --- | | Aareement: E04929  Name: Erie County, SR 531-A09 | Open End [Project Specific | | | | | | |  |  | | --- | --- | | Selection Process:  Initiating Org: | Executed  Modified  Engineering District 1-0 | | | | |
| McCormick Taylor, Inc. Type: Corporation | 000053 | | | Qualifications Package  DBE Type: SBE: | | | | |
| Price Proposal  Information  Price Proposal Due: 05/14/2021  Supervising Firm: Urban Engineers, Inc. | | | | Submitted  Report submitted  Version: | | | | |
| Totals  Open End Amount. | | | | | | | | |
| Consultant Proposals  Firm Supervising Firm | | Status | Current  DBE SBE | | | Submitted  DBE SBE | Commit  DBE SBE | Amount  DBE SBE |

McCormick Urban Engineers, Submitted No No No No No No Taylor, Inc. Inc.

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| Estimate Detail | $0.00 |

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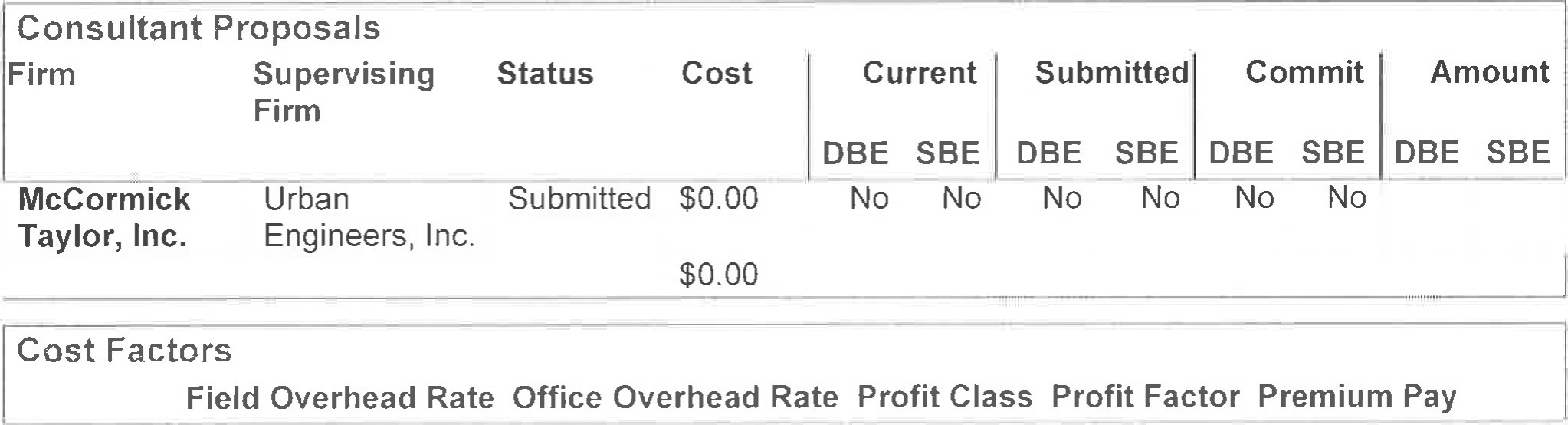
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PRICE PROPOSAL DETAILS



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| McCormick Taylor. Inc. - 000053  Type: Corporation | Qualifications Package  DBE Type: SBE: | | |
| Price Proposal  Information  Price Proposal Due: 05/14/2021  Supervising Firm: Urban Engineers, Inc. | | Submitted  Report Submitted Version: |
| Totals  Open End Agreement Amount: | | |



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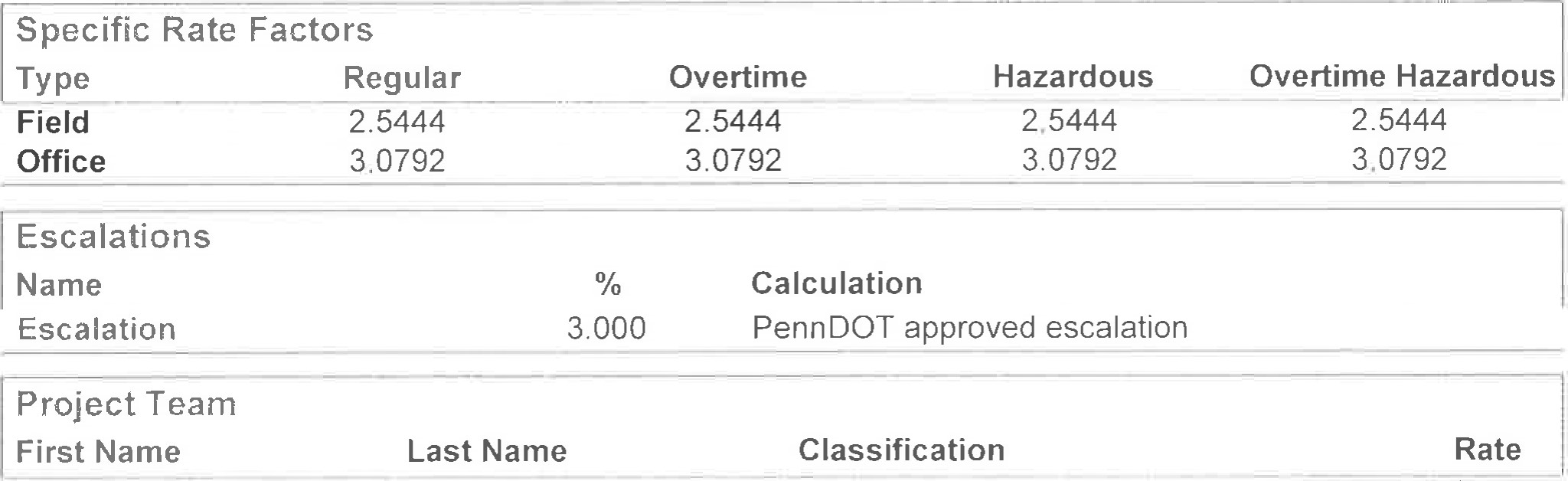
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| Carin | Machuga | Environmental/Planning Professional I | $25 96 |
|  | Petulla | Director | $77.88 |
| c | Richmond | Senior Cultural Resources Professional | $39.18 |

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 Last Name Classification Rate

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Wiggins Senior Communications Professional $33.17 Project Manager $47.60

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| Labor Tasks | | | | | |  |  | | | |
| 1 - Various Design/EnvironmentaI Services  1 .1 Various Design/Environmental Services | | | | | |  |  | | | |
| Other Costs  Other Cost Name | | PDA DBE Eligible SBE Eligible | | | | Units | Cost Per Unit Total Other Cost | | | |
| Mileage | No | No | No | 0 | | | $0.56 | $0.00 |
| Lodging | No | No | No | 0 | | | $101.76 | $0.00 |
| Per Diem | No | No | No | 0 | | | $50.00 | $0.00 |
| B & W Copies (8.5 x 11) | No | No | No | 0 | | | $0.10 | $0.00 |
| B & W Copies (11 x 17) | No | No | No |  | | | $0.20 | $0.00 |
| Color Copies (8.5 x 11) | No | No | No |  | | | $0.60 | $0.00 |
| Color Copies (11 x 17) | No | No | No | 0 | | | $1.00 | $0.00 |
| Binding and Collating | No | No | No | 0 | | | $2.25 | $0.00 |
| Color Covers | No | No | No | 0 | | | $2.00 | $0.00 |
| Engineering Paper Plots | No | No | No | 0 | | | $0.60 | $0.00 |
| Graphic Foam Core  Display (6.5' x 8') | No | No | No | 0 | | | $75.00 | $0.00 |
| Display Boards Dry Mounted (3' x 4') | No | No | No | o | | | $150.00 | $0.00 |
| Meeting Room Rental | No | No | No | 0 | | | $500.00 | $0.00 |
| Newspaper  Advertisements  Other Costs Total: | No | No | No | 0 | | | $1,500.00 | $0.00  $0.00 |



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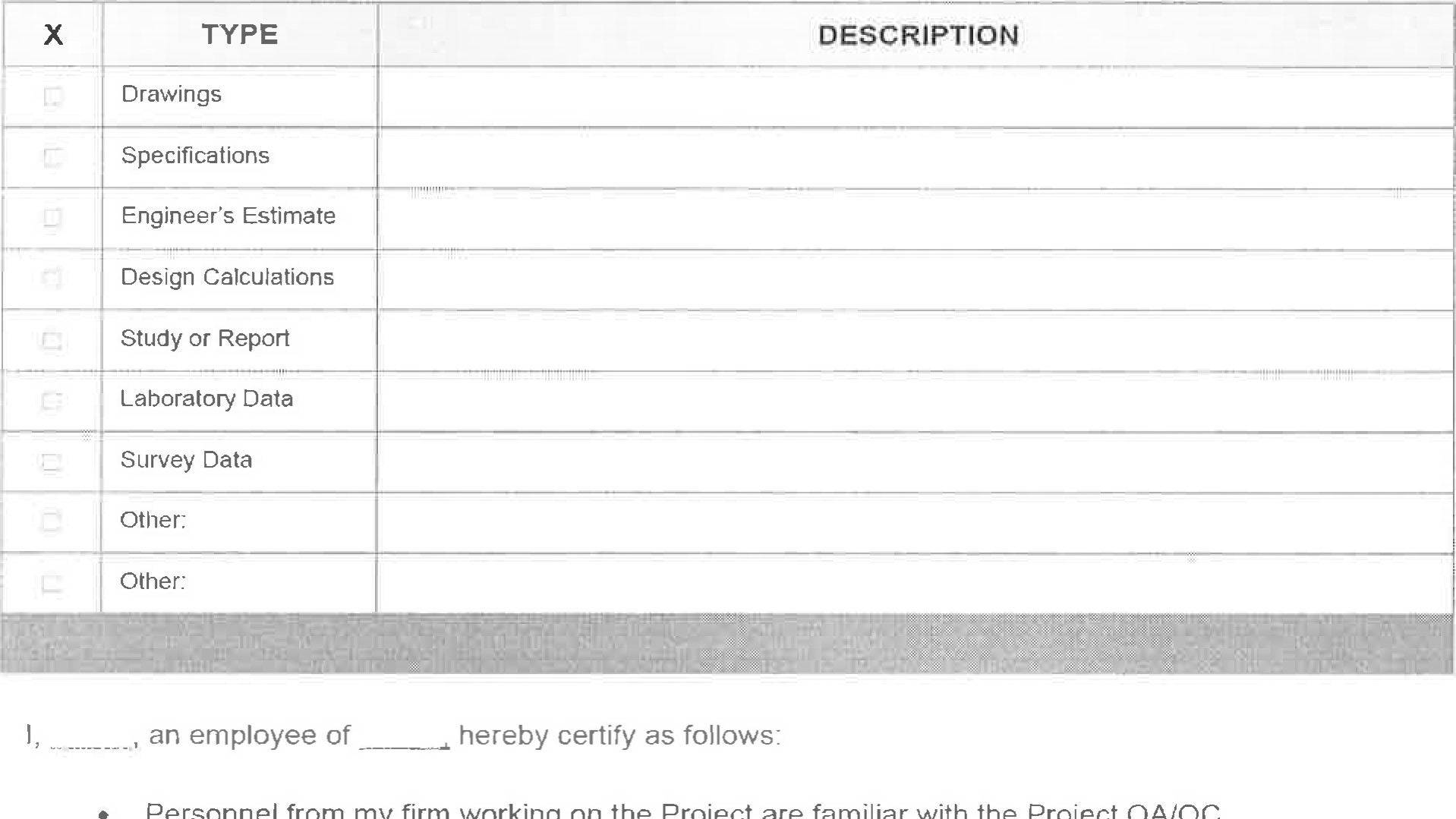
EXHIBIT C Service Provider Quality Certification

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uENGlNEERS SERVICE PROVIDER QUALITY ASSURANCE CERTIFICATION

|  |  |  |  |
| --- | --- | --- | --- |
| Service Provider: |  | Urban Project No.\* |  |
| Address. |  | Project Name. |  |
| Phone No. |  | Owner/Client: |  |
| Recipient Name |  | Transmittal Date: | or tao t.o enter date |

THIS SUBMITTAL CONTAINS THE FOLLOWING DOCUMENTS (Indicate all that apply and provide description):



Personnel

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requirements; and

* A QA/QC Plan has been established by my firm for the Project; and
* The deliverables (described above) were developed in accordance with the QA/QC Plan, my firm's scope of work for the Project and the standards; specifications, manuals of instruction. policies, protocols and requirements established by UrbarCs Client and the regulatory authorities having jurisdiction over the work.

By signing below, I confirm that the above statements are true and correct.



8-07 Page 1 of 1 Rev. 05/2021

EXHIBIT D-- COMPLIANCE WITH APPLICABLE LAW AND BUSINESS STANDARDS

Consultant, by signing this Agreement, covenants as follows:

1 . 1 To the best of its knowledge and belief , Consultant, its parent, subsidiary or affiliate (if any) , including any principal s l or employees of the Consultant, its parent, subsidiary or affiliate:

not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from transactions by any Federal, State or Local governmental agency or authority or on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department' s Office of Foreign Assets Control ("OFAC" ) Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department' s Bureau of Industry and Security ("B IS") , or the List of Statutorily Debarred Parties maintained by the U.S. State Department' s Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists") •

(b) Have not within a ten (10) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

( c ) During the past five (5) years, has not been subject to monitor ship, or any type of oversight or review, by an Independent Private Sector Inspector General ( "IPSIG") or similar entity, whether appointed by a court , by an administrative body, or pursuant to an agreement with a Federal, State or local governmental agency or authority;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph

1. 1 (b) of this certification; and

As usec/ herein, "Principal" shall lnean any person or entity vvho is an ovpner Q/'./ive percenl (5%)) or lnore of the Consultanl 's shares, one Qflhe five largest shareholders or a director, officer, parlner or proprietor oflhe organization.

v.

 Have not within a (3) three—year period preceding this Agreement, had one or more public transactions/ agreement (Federal, State or Local) terminated for cause or default.

1.2 Consultant covenants that it shall not, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is 1) illegal under any applicable laws or regulations, or 2) would have the effect of causing Urban Engineers, its subsidiaries, affiliates or their respective officers, directors or employees, to be in violation of the U.S. Foreign Corrupt Practices Act or any applicable laws or regulations . In performing its responsibilities under this agreement:

(a) Consultant is aware of the substance of the United Sates Foreign Corrupt Practices Act and agrees that no action will be undertaken in violation of it, and (b) Consultant will not contravene or otherwise violate law, regulation or administration decree of the United States of America or its individual jurisdictions or any foreign country (unless compliance would violate the laws of the United States of America. )

1. 3 In connection with this Agreement:

1. Consultant shall not, directly or indirectly, give, offer, promise, or authorize, directly or indirectly, anything of value to 1 ) an official or employee of any government , state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official") , including the government (s) of the territories in which work will be performed hereunder; or 2) any person (s) or party (s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

i . influence any official act or decision, or;

11 . induce an Official to use his or her influence to affect a decision of any government or international organization, or;

i i i. assist in obtaining or retaining business, directing business to any person, or;

i v. to obtain an unfair advantage for the Engineer or Consultant in any respect .

1. Consultant shall not make a contribution to any political party or candidate for office (including current holder of office) on behalf of or associated with the Engineer or in connection with the Project.
2. Consultant shall not retain or engage a third party to carry out sales or marketing obligations in connection with the Proj ect or scope of this Agreement without advance written approval of the Engineer .
3. Consultant shall not engage in any acts of bribery, kickback or other improper inducement , including bribery of a person in the private sector. Without limiting the generality of the foregoing, Consultant shall not give, offer, promise or authorize, either directly or indirectly, (i) a financial or other advantage to any person to induce any person to perform improperly a relevant function or activity; (i i) to reward such improper performance; or (i i i) where the Consultant knows or believes that the acceptance of the advantage itself constitutes the improper performance of a relevant function or activity.
4. 4 Consultant hereby covenants that to the best of its knowledge neither it nor any parent, subsidiary or affiliate (if any) , including any principals or employees of the Consultant, parent, subsidiary or affiliate, or any family member of such persons, is now or during the term hereof will become an official, political party official, or candidate for political office that has or will have influence over any aspect of the Project. Consultant shall not employ any official, political party official, or candidate for political office during the term of this Agreement that has any influence over any aspect of the Project . Consultant agrees to notify Engineer irnmediately of any changes to this covenant in the event that Consultant cannot meet the above covenant. Consultant shall identify the official, political party official, or candidate for political office to Engineer, and Engineer will in its sole discretion or (if required) in consultation with Client, determine whether and on what terms to proceed with or terminate this Agreement .

1.5 Consultant further covenants that it has: (a) a written code of business ethics and conduct (i.e. FAR 52.203-13 (b) , or equivalent; and (b) a written Health and Safety Policy that, at minimum, addresses the following: training, incident reporting/ investigation, hazard assessments, emergency response procedures and personal protective equipment.

1. 6 Consultant understands that it is solely responsible for the safety of its employees, subcontractors and agents during the performance of its services, and that Consultant shall be solely responsible for site safety in connection with Consultant' s performance under this Agreement. Consultant shall be responsible for providing such labor, materials, devices, apparatus , tools, equipment and supervision to the extent necessary to comply with the safety provisions of the State in which the Project is located, Client, the Occupational Safety and Health Act (OSHA) , and any site specific health & safety plan requirements, as applicable.

1 . 7 Engineer and Consultant shall a.bide by the requirements of 41 CFR SS 60-1.4 (a) , 60—300.5 (a) and 60—741 . 5 (a) . These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities , and prohibit discrimination against all individuals based on their race , color , religion , sex , sexual orientation , gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals wi thout regard to race, color , religion, sex, sexual orientation , gender identity, national origin, disability or veteran status. The requirements at 29 CFR Part 471, Appendix A to Subpart A are also hereby incorporated by reference