

COMMONWEALTH OF PENNSYLVANIA



pennsylvania

DEPARTMENT OF TRANSPORTATION

**SUPPLEMENTAL
ENGINEERING
AGREEMENT**

MASTER #32
Rev. 1/25/2012

MUNICIPAL
SUPPLEMENTAL ENGINEERING AGREEMENT

Estimated increase in
Cost: \$135,147.80

Montgomery County Upper Merion Township
Municipality

Church Road Bridge Replacement Over SEPTA
Project

Boles, Smyth Assoc. Inc.
Engineer

23-1863016
Engineer's Federal I.D. Number

064129-H
Agreement Number

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, at King of Prussia, Montgomery County, in the Commonwealth of Pennsylvania, hereinafter called the Commonwealth, between Upper Merion Transportation Authority, acting through its Authority Board Members, hereinafter called the Municipality, and Boles, Smyth Assoc. Inc., 2400 Chestnut St. , Philadelphia PA 19103, a Corporation of Registered Professional Engineers, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, hereinafter called the Engineer.

W I T N E S S E T H:

WHEREAS, the Municipality and the Engineer, under date of June 15, 2004, entered into an Agreement, designated as No. 064129, wherein the Engineer agreed to perform all services and work, and furnish all equipment and materials not otherwise provided, for the preliminary engineering and final design of the Church Road Bridge Replacement project over SEPTA in Upper Merion Township, Montgomery County.

Pennsylvania Department of Transportation's District 6-0

Part I - Preliminary Engineering

State Project No. 0-16396-03-106-0640 Prog. 223

Federal Project No. Pending

MPMS No. 16396

Part II - Final Design

State Project No. 0-16396-04-106-0640 Prog. 223

Federal Project No. Pending

MPMS. No. 16396; and

WHEREAS, the Municipality and the Engineer, under date of August 15, 2007 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-A, to establish Part III to provide completion of Preliminary Design for the Church Road Bridge in Upper Merion Township, Montgomery County, under State Project No. 0-16396-03-100-0640; Program No. 223; Federal Project No. Q110-X064-204; MPMS No. 16396; Part III will complete the remaining preliminary design activities under expired Part I; and

WHEREAS, the Municipality and the Engineer, under date of May 14, 2008 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-B, to provide for, under Part II, additional work and services associated with the final design including incorporation of updated Best Management Practices (BMP's) to obtain the NPDES permit, revisions to the traffic control plan, additional coordination with SEPTA, additional effort to complete the slope stability analysis for the proposed gabions near the existing pipe culvert and additional project management/administration; and

WHEREAS, the Municipality and the Engineer, under date of April 28, 2010 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-C, to provide for, under Part II, additional work and effort necessary to complete additional coordination and design tasks for right-of-way clearance and design refinements for two Design-Build retaining walls at both ends of the proposed 96" storm pipe; and

WHEREAS, the Municipality and the Engineer, under date of September 30, 2011 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-D, to include the revised Offset Provision; to include the Disadvantaged Business Enterprise (DBE) Program Assurance for Federally-funded Agreements; to revise the Nondiscrimination/Sexual Harassment Clause; to include the revised Contractor Integrity Clause; to include the Americans with Disabilities Act Provisions; to include the Contract Provisions – Right-to-Know Law 8-K-1532; and to establish Part IV to complete Final Design for the Church Road Bridge Replacement Project over SEPTA, Montgomery County, under State Project No. 0-16396-04-100-0630; Program No. 223; Federal Project No. X064-204-H110; MPMS No. 16396; and

WHEREAS, the Municipality and the Engineer, under date of October 9, 2012 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-E, to include the revised Offset Provision; to include the revised Contractor Responsibility Provisions; to include the revised section entitled 'Federal Funds'; to include the revised section entitled 'Publication 442 – Specifications for Consultant Agreements for Project Development Services'; and to provide for, under Part IV, additional work and effort to complete the final design; and

WHEREAS, the Municipality and the Engineer, under date of October 31, 2014 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-F, to provide for, under Part IV, additional coordination and design tasks for final design of the proposed ConSpan arch culvert under Church Road based on the follow up coordination during the structure reviews in 2013; and

WHEREAS, the Municipality and the Engineer, under date of October 15, 2015 entered into a Supplemental Agreement, designated in the Department's files as No. 064129-G, to include the revised Disadvantaged Business Enterprise (DBE) Program Assurance for Federally-funded Agreements; to revise the Nondiscrimination/Sexual Harassment Clause; to include the revised Contractor Integrity Provisions; to include the revised section entitled 'Publication 442 – Specifications for Consultant Agreements for Project Development Services'; and to provide for,

under Part IV, a no cost transfer of monies between subconsultants and prime consultant to add additional money for cost of core borings and to update final design calculations for BRADD update and final structure plan and special provision revisions;

WHEREAS, the Municipality and the Engineer desire to further supplement the Agreement to revise the Nondiscrimination/Sexual Harassment Clause; to include the Americans with Disabilities Act Provisions; to include the revised section entitled 'Publication 442 – Specifications for Consultant Agreements for Project Development Services'; to include the US DOT Standard Title VI/Non-Discrimination Assurances; to include the revised Enhanced Minimum Wage Provisions; and to establish Part V to provide Services During Construction for Church Road Bridge Replacement Over SEPTA, Montgomery County, under State Project No. 0-16396-07-MCR-9649; Program No. 223; Federal Project No. X064-327-Z233; MPMS No. 16396;

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. That any Commonwealth Nondiscrimination Clause or Nondiscrimination/Sexual Harassment Clause in the existing Agreement is hereby deleted and replaced with the following Nondiscrimination/Sexual Harassment Clause *:

During the term of this Agreement, the Contractor** agrees as follows:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and

available to perform the work to which the employment relates.

- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and

well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be

binding upon each subcontractor.

- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

* This Clause does not apply to agreements involving federal funds. Instead, the Federal Nondiscrimination and Equal Employment Opportunity Clauses apply.

** As used in this Clause, 'Contractor' shall be understood as referring to the engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

2. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each

subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- a. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- b. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- c. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the

Contractor Responsibility File.

3. That the section entitled "Publication 442 - Specifications for Consultant Agreements for Project Development Services" in the existing Agreement is hereby deleted and replaced with the following Publication 442 - Specifications for Consultant Agreements for Project Development Services:

Publication 442 – Specifications for Consultant Agreements for Project Development Services

The work performed as herein provided shall also be subject to and governed by the applicable provisions of the Pennsylvania Department of Transportation, Publication 442 - Specifications for Consultant Agreements for Project Development Services, dated 43775, which provisions form a part of this Agreement and are incorporated herein by reference as though physically attached hereto. All references to the Department shall be construed to mean Municipality.

4. That the Engineer agrees to comply with the following US DOT Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A):

General Assurance: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, " for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration."

Specific Assurance: "The Commonwealth of Pennsylvania, Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§200d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

In addition to these assurances, please refer to the Title VI Appendices A, C, D, and E. Title VI Appendices A and E apply to this contract or agreement. Depending upon the nature of the activity, project or program for which Federal financial assistance is being provided under this contract or agreement, Title VI Appendices C and D may also apply.

Title VI - APPENDIX A:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federallyassisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In

all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the nondiscrimination provision of this contract, the Recipient will impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 2) Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI - APPENDIX C: Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation, pursuant to the provisions of Assurance 7(a):

- a. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - i. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of

race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- b. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Commonwealth of Pennsylvania, Department of Transportation, will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- c. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation, will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation, and its assigns. *

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI - APPENDIX D: Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Commonwealth of Pennsylvania, Department of Transportation, pursuant to the provisions Assurance 7(b):

- a. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds and leases add, "as a covenant

running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- b. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation, will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- c. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of Commonwealth of Pennsylvania, Department of Transportation, and its assigns. *

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI - APPENDIX E:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the

following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

5. That the Engineer agrees to comply with the following Enhanced Minimum Wage Provisions with respect to Executive Agency Contracts for Services as well as Construction and Leases of Property to Executive Agencies. These provisions supersede and replace

previous versions which may have been included in this agreement:

a. Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

b. Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:

- i. exempt from the minimum wage under the Minimum Wage Act of 1968;
- ii. covered by a collective bargaining agreement;
- iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- iv. required to be paid a higher wage under any state or local policy or ordinance.

d. Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

- e. Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
 - f. Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
 - g. Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.
6. That the Engineer, in addition to the performance of the services and work contained in Agreement No. 064129, and supplements thereto, shall provide the services and work as described in the Engineer's proposal dated July 27, 2020 attached hereto as Exhibit "A" and made a part hereof. All indicated responsibilities of the Department of Transportation will be construed to mean responsibilities of the Municipality.
 7. That Part V is hereby established to provide Services During Construction for Church Road Bridge Replacement Over SEPTA, Montgomery County, under State Project No. 0-16396-07-MCR-9649; Program No. 223; Federal Project No. X064-327-Z233; MPMS No. 16396.
 8. That the method of payment for services and work under Part V of the Agreement shall be a Specific Rate of Compensation together with the direct costs other than payroll and the direct costs of services and work performed by others.

- A. The employees and their wage rates used to derive their specific rates of compensation, as listed in Exhibit "A", are approved for this Agreement only. Prior to being assigned to any other Municipality Agreement any employee listed in Exhibit "A" shall request wage rate approval. Any employee not approved in Exhibit "A" must have a wage rate approved by the Municipality prior to being assigned to work under this Agreement. All requests for approval of wage rates shall be directed to Mr. Ronald G. Wagenmann, Executive Director, Upper Merion Transportation Authority.
- B. Specific rates of compensation for Part V shall be determined using actual approved hourly payroll rates multiplied by a straight time specific rate factor of 2.4255. This specific rate factor shall remain fixed for the life of the Agreement.
- C. The specific rates of compensation for the following subconsultants under Part V shall be determined using the actual approved hourly payroll rates multiplied by the specific rate factors indicated below.

Subconsultant	Straight Time Specific Rate Factor
GeoStructures, Inc.	2.8810
Patricia Ann Quigley, Inc.	2.2957

The above specific rate factors shall remain fixed for the life of the Agreement.

- D. In addition to the specific rate of compensation, the Engineer shall be paid in-house direct costs such as travel, subsistence and reproduction. The Municipality shall not accept any charges for subsistence or travel with rates in excess of the maximum state rates set forth in appropriate directives promulgated by the Governor's Office, Commonwealth of Pennsylvania (Currently Management Directive 230.10).

E. The Engineer shall be paid the direct costs by others as provided for in Exhibit 'A' attached hereto.

9. That the maximum amount for Part V shall be as indicated below and shall not be exceeded.

Part V \$ 135,147.80

10. That the maximum amount of the Agreement shall be increased from \$ 777,436.01 to an amount not to exceed \$ 912,583.81 for an increase of \$ 135,147.80.
11. That the Engineer shall complete all of the services and work covered by the terms of Part V of the Agreement within 30 calendar months following the date of the Notice to Proceed issued by the Municipality.
12. That all other terms and conditions of the Agreement which are not changed by this Supplemental Agreement remain in full force and effect.
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Agreement No. 064129-H

Agreement Prepared By: Scot G. Wohlin, P.E.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement pursuant to due and legal action by their proper officials, the day and year first above written.

ATTEST: Upper Merion Transportation Authority Municipality

By _____
Signature Date

by _____
Signature Date

Title

Chairman, Authority Board Members
Title

ATTEST: Boles, Smyth Associates, Inc. Firm

by _____
Signature Date

by _____
Signature Date

Title

President
Title



Boles, Smyth Associates, Inc.
Consulting Civil Engineers Since 1972

July 27, 2020

Upper Merion Transportation Authority
175 W. Valley Forge Road
King of Prussia, PA 19406

Attn: Ms. Thomas Kohler
Chairman

Ref: Replacement of Church Road Bridge Over SEPTA
Route 100 (Norristown High Speed Line)

Sub: Transmittal of Revised Technical and Price Proposal
for Agreement 064129 (Supplement H)
Construction Phase Services

Dear Tom:

We are herewith transmitting this Technical and Price Proposal for Construction Phase Services for replacement of the Church Road Bridge over the SEPTA Route 100 (Norristown High Speed Line) rail line. This proposal is necessary to complete Construction Consultation and other related services by the design team during the project construction phase. No action is required by the Authority at the time as this proposal was accepted by Authority at the March 13, 2019 meeting. The revisions incorporate current overhead and employee rates (with \$55.00/hour rate cap) as required by the Department.

We appreciate the efforts of the Upper Merion Transportation Authority in advancing project. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "John Smyth, Jr." with a stylized flourish at the end.

John Smyth, Jr. P.E.
Vice-President

Cc: Sidney New, P.E., Gannett Fleming, (w/encl.)

AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line (MPMS #16396)
Part V - Construction Phase Services
Montgomery County

Boles, Smyth Associates, Inc.
Technical Proposal

Task 1 - Post-Design Activities

This task includes post design activities for Boles, Smyth Associates, Inc. (BSA) to assist the Department to evaluate bids, prepare and execute the contract and coordinate construction activities including shop drawing and alternative design review. The Department will review and approve alternative design drawings following the procedures in Design Manual Part 1A. BSA will perform reviews only. The Department will coordinate and approve or disapprove drawings. BSA will coordinate with GeoStructures, Inc. and PAQ, Inc on Post-Design Activities related to geotechnical issues and permit related activities for the structures.

Task 2 - Construction Consultation

This task is coordination with the contractor prior to issuance of the notice to proceed. Upon contract execution, PennDOT will issue a Contractor Notice-to-Proceed (NTP) letter and coordinate the scheduling of a preconstruction meeting. This task includes additional coordination for SEPTA involvement including coordination of weekend outages and bus shuttle service during the outages, etc.

During Construction, BSA will provide assistance for plan interpretation, review modifications and assist the Department with resolution of problems that arise during construction. Consultant design errors are not eligible for compensation under this part. BSA will assist with documentation of notices from contractor and PennDOT concerning design problems. BSA will attend meetings as required. Assume pre-construction meeting at District and up to twenty-five (25) project status meetings.

Task 3 - Shop Drawing Review

This task involves the coordination, review and approval of shop drawings submitted by the Contractor in accordance with Publication 10/10A, Design Manual 1/1A. BSA will review and accept shop drawings following the procedures in Design Manual Part 1A. BSA will coordinate Shop Drawing review efforts with appropriate Department units. BSA will provide shop drawing reviews for roadway items and reviews related to the two (2) project structures. This effort includes coordination with GeoStructures Inc. on the reviews of up to five (5) related geotechnical shop drawing reviews. This task also includes added coordination for SEPTA involvement including reviews of Temporary Excavation and Support Systems in the vicinity of the railroad ROW.

Task 4 – Other Post-Design Activities

This task includes additional support services to the Authority, PennDOT District 6-0 Construction and Bridge Units. In particular, BSA will ensure that the designs meet the constraints and specific project requirements of SEPTA, Sunoco and Norfolk Southern Railroad for the proposed bridge construction, in accordance with the Special Provisions. BSA will work with Contech and the Bridge Unit to address construction related adjustments for the Precast Concrete 12' Arch Culvert to address site-specific constraints as necessary including the Sunoco Pipeline within the Bridge Construction Area. BSA will also coordinate with SEPTA as necessary related to construction activities scheduled for the project within the SEPTA Right-of-Way (ROW). This task includes coordination activities with SEPTA and Sunoco related to access issues for the culvert replacement.

AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line (MPMS #16396)
Part V - Construction Phase Services
Montgomery County

GeoStructures, Inc.
Technical Proposal

Task 1 - Post-Design Activities

This task includes post design activities for GeoStructures, Inc. to assist Boles, Smyth Associates, Inc (BSA) and the Department to evaluate bids, prepare and execute the contract and coordinate construction activities including shop drawing and alternative design review. The Department will review and approve alternative design drawings following the procedures in Design Manual Part 1A. GeoStructures will perform reviews only related to geotechnical issues for the structures. The Department will coordinate and approve or disapprove drawings.

Task 2 - Construction Consultation

This task is coordination with the contractor prior to issuance of the notice to proceed. Upon contract execution, PennDOT will issue a Contractor Notice-to-Proceed (NTP) letter and coordinate the scheduling of a preconstruction meeting.

During Construction, GeoStructures will provide assistance for plan interpretation, review modifications and assist the Department with resolution of geotechnical problems that arise during construction. Consultant design errors are not eligible for compensation under this part.

Task 3 - Shop Drawing Review

This task involves the coordination, review and approval of shop drawings submitted by the Contractor in accordance with Publication 10/10A, Design Manual 1/1A. This effort includes GeoStructures Inc. reviews of up to five (5) related geotechnical shop drawing reviews.

Task 4 – Other Post-Design Activities

No activities anticipated under this task.

PATRICIA ANN QUIGLEY, INC.
AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
Part V Construction Phase Services

**PAQ, Inc. Construction Phase Services (CPS)
for Church Road (T-801) Bridge over SEPTA Route 100 Rail Line**

Task Descriptions and Assumptions

Task 1: Post-Design Activities

This includes post design activities for PAQ, Inc. to assist the Department to evaluate bids, prepare and execute the contract and coordinate construction activities including shop drawing and alternative design review as it relates to permit issues for the Project.

Task 2: Construction Consultation

- PAQ, Inc. will provide assistance for plan interpretation. Review modifications and assist the Department with resolution of problems that arise during construction to comply with the General Permit (GP-11) obtained for the project. PAQ will attend one (1) meeting as required.

Task 3: Shop Drawing Review

- No activities anticipated under this task.

Task 4: Other Post-Design Activities

- No activities anticipated under this task.

AGREEMENT #064129-H
 Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
 (MPMS #16396)
 MONTGOMERY COUNTY

PROPOSAL SUMMARY
 Part V - Construction Phase Services

Total Proposal Amount	Total Proposal Amount	\$ 135,147.80
	Part I	\$ 109,383.68
	Part II	\$ 253,892.95
	Part III	\$ 99,313.63
	Part IV	\$ 314,845.75
(Construction Phase Services)	Part V	\$ 135,147.80
	Overall Agreement Amount	\$ 912,583.81

This proposal contains \$5,182.16 of certified Disadvantaged Business Enterprise (DBE) participation representing 3.8% of the total proposal amount.

All Parts of this agreement include \$170,314.75 in services performed by certified Disadvantaged Business Enterprises (DBEs) for 18.7% of this Contract.

Proposed Method of Payment:	Specific Rate of Compensation
Estimated Contract Period:	30 Months

Engineers Name:	Boles, Smyth Associates, Inc.
Address:	2400 Chestnut Street Philadelphia, PA 19103

Federal ID No:	23-1863016
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Contact Person:	Jack Smyth Jr., P.E.
Position:	Project Manager

BSA PRICE PROPOSAL
AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
(MPMS #16396)
MONTGOMERY COUNTY

Part V - Construction Phase Services

Straight Time Factor 2.4255

Total Proposal Amount \$135,147.80

This proposal contains \$5,182.16 of certified Disadvantaged Business Enterprise (DBE) participation representing 3.8% of the total proposal amount.

Proposed Method of Payment: Specific Rate of Compensation
Estimated Contract Period: 30 Months
Total Estimated Hours: 1025

Engineers Name: Boles, Smyth Associates, Inc.
Address: 2400 Chestnut Street
Philadelphia, PA 19103

Federal ID No: 23-1863016

Contact Person: Jack Smyth Jr., P.E.
Position: Project Manager
Telephone No.: 215-561-2644

Proposal Prepared By: Michael C. Boles

BSA PRICE PROPOSAL
AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
(MPMS #16396)
MONTGOMERY COUNTY

COST SUMMARY

Total Specific Rates of Compensation	\$ 102,341.30
Direct Costs Other Than Payroll	\$ 2,250.00
Direct Cost By Others	\$ 28,725.51
Escalation of Specific Rates of Compensation	\$ 1,830.99
Total Cost	<u>\$ 135,147.80</u>

DERVIATION OF STRAIGHT TIME FACTOR

The Firm's Agreement Overhad Rate is	117.138%
Direct Payroll Portion	1.0000
Overhead (117.138%) Portion	1.1714
Subtotal	<u>2.1714</u>
Profit Portion (11.70% of Direct/Indirect Payroll)	<u>0.2541</u>
Straight Time Factor	2.4255

DERVIATION OF OVERTIME AND/OR HAZARDOUS DUTY FACTOR

None

DIRECT COSTS OTHER THAN PAYROLL

\$2,250.00

DIRECT COST BY OTHERS

\$28,725.51

ESCALATION OF SPECIFIC RATES OF COMPENSATION

\$ 1,830.99

AGREEMENT #064129-H
 Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
 (MPMS #16396)
 MONTGOMERY COUNTY
 PART V - CONSTRUCTION PHASE SERVICES
 SPECIFIC RATE OF COMPENSATION

1 Post-Design Activities

Senior Engineer	0 hrs. @	\$133.40	=	\$0.00
Senior Prof. Staff	10 hrs. @	\$133.26	=	\$1,332.60
Professional Staff	20 hrs. @	\$94.15	=	\$1,883.00
Technical Staff	40 hrs. @	\$68.32	=	\$2,732.80
Subtotal	70 hrs.			\$5,948.40

2 Construction Consultation

Senior Engineer	40 hrs. @	\$133.40	=	\$5,336.00
Senior Prof. Staff	150 hrs. @	\$133.26	=	\$19,989.00
Professional Staff	100 hrs. @	\$94.15	=	\$9,415.00
Technical Staff	165 hrs. @	\$68.32	=	\$11,272.80
Subtotal	455 hrs.			\$46,012.80

3 Shop Drawing Review

Senior Engineer	40 hrs. @	\$133.40	=	\$5,336.00
Senior Prof. Staff	100 hrs. @	\$133.26	=	\$13,326.00
Professional Staff	70 hrs. @	\$94.15	=	\$6,590.50
Technical Staff	80 hrs. @	\$68.32	=	\$5,465.60
Subtotal	290 hrs.			\$30,718.10

4 Other Post-Design Activities

Senior Engineer	10 hrs. @	\$133.40	=	\$1,334.00
Senior Prof. Staff	40 hrs. @	\$133.26	=	\$5,330.40
Professional Staff	80 hrs. @	\$94.15	=	\$7,532.00
Technical Staff	80 hrs. @	\$68.32	=	\$5,465.60
Subtotal	210 hrs.			\$19,662.00

TOTAL DIRECT PAYROLL

Senior Engineer	90 hrs. @	\$133.40	=	\$12,006.00
Senior Prof. Staff	300 hrs. @	\$133.26	=	\$39,978.00
Professional Staff	270 hrs. @	\$94.15	=	\$25,420.50
Technical Staff	365 hrs. @	\$68.32	=	\$24,936.80
Subtotal	1025 hrs.			\$102,341.30

AGREEMENT #064129-H
 Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
 (MPMS #16396)
 MONTGOMERY COUNTY

DIRECT COSTS OTHER THAN PAYROLL

SEPTA Rail Access Training Certifications (5 Employees at \$450.00/Seat) \$2,250.00

Subtotal \$2,250.00

\$0.00

TOTAL \$2,250.00

DIRECT COST BY OTHERS

GeoStructures, Inc. \$ 23,543.35

PAQ, INC. (PAQ) \$ 5,182.16

\$ 28,725.51

ESCALATION OF DIRECT/INDIRECT PAYROLL COSTS

We Anticipate a 3% Cost of Living Increase on July 1, 2021

The Anticipated Notice to Proceed Date is January 1, 2021

Estimated Completion Date 6/30/2023

	Duration	30 Months		
\$	50,357.30	X	3.6360% Employee Classes C & D Only)	\$ 1,830.99

ESCALATION OF DIRECT/INDIRECT PAYROLL COSTS

Escalation Factor	6 Month @	1.0000	6.0000
	12 Month @	1.0300	12.3600
	12 Month @	1.0609	12.7308
	30		31.0908

Escalation = 31.0908 divided by 30 Months = 3.636%

AGREEMENT #064129-H
 Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
 MONTGOMERY COUNTY
 EMPLOYEE CLASSIFICATIONS

Rates in Effect
 From July 1, 2020
 to June 30, 2021

NAME	CLASSIFICATION	ACTUAL HOURLY RATE	SPECIFIC RATE	AVERAGE SPECIFIC RATE
A. SENIOR ENGINEERS				
J. - Smyth	Senior Engineer	\$55.00	\$133.40	\$133.40
T. F. Boles	Project Engineer	\$55.00	\$133.40	
B. SENIOR PROFESSIONAL STAFF				
J. Smyth, Jr.	Design Engineer	\$54.65	\$132.55	\$133.26
M. C. Boles	Eng. Coordinator	\$55.00	\$133.40	
R. G. Wagenmann	Trans/Public Works Spec.	\$55.00	\$133.40	
S. R. Little	Transportation Specialist	\$55.00	\$133.40	
R. R. Leapson	Prof. Land Surveyor	\$55.00	\$133.40	
W. Au	Structural Engineer	\$55.00	\$133.40	
C. PROFESSIONAL STAFF				
P. J. Boles	Eng. Technician	\$40.90	\$99.20	\$94.15
D. Plett	Designer	\$38.05	\$92.29	
C. J. Zebley	Civil Engineer III	\$37.50	\$90.95	
D. TECHNICAL STAFF				
H. J. Kim	Eng. Technician	\$18.50	\$44.87	\$68.32
S. L. Gregory	Eng. Technician	\$32.00	\$77.61	
C. Hospes	Eng. Technician	\$34.00	\$82.47	

PRICE PROPOSAL
Construction Phase Services
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line (MPMS #16396)
Upper Merion Township, Montgomery Co., PA

PROPOSAL SUMMARY

Total Estimated Engineering Cost: **\$23,543.35**

Total Estimated Man-Hours: **151**

Proposed Method of Payment: **Specific Rate of Compensation**

Geotechnical Consultant: **GeoStructures, Inc.**
Federal I.D. No.: **23-3047359**

Contact Person: **Bashar S. Qubain, Ph.D., P.E.**

Proposal Prepared By: **Bashar S. Qubain, Ph.D., P.E.** **7/17/2020**

Cost Summary

Total of Specific Rates of Compensation	\$23,211.47
Direct Costs Other Than Payroll	\$69.58
Direct Costs of Services and Work by Others	\$0.00
Escalation of Specific Rates of Compensation	\$262.30
Premium Pay for Overtime and/or Hazardous Duty	\$0.00
Total Engineering Cost	\$23,543.35

DERIVATION OF STRAIGHT TIME FACTOR:

GeoStructures' latest audited overhead rate is 163.131%

Direct Payroll Portion	1.000
Overhead (163.131%) Portion	1.63131
Sub-total	2.631
Profit Portion	0.250
Straight Time Factor	2.881

DERIVATION OF OVERTIME FACTOR:

Straight Time Factor	2.881
Overtime Portion	0.000
Overtime Factor	2.881

DERIVATION OF ESCALATION FACTOR: (3% annual raise; raises given on June 30 of each year)

Anticipated Notice to Proceed: 01/01/21; Completion Date: 07/01/23

January 1, 2021 to June 30, 2021	6 months @	100.00%	600.00%
July 1, 2021 to June 30, 2022	12 months @	103.00%	1236.00%
July 1, 2022 to July 1, 2023	12 months @	106.09%	1273.08%

(Escalation calculation does not apply to the rate of \$55/hour.)

3109.08%

Weighted Average			
through July 1, 2023 (Part II)	3109.08%	/	30 months =
			103.64%

BASIS OF SPECIFIC RATE CALCULATION FOR PRICE PROPOSAL:

Factor: 2.881

NAME	PROJECT ASSIGNMENT	2020 RATE	STRAIGHT TIME SPECIFIC RATE	AVERAGE RATE FOR CATEGORY
Bashar S. Qubain	Project Manager	\$55.00	\$158.47	\$158.47
Eric J. Seksinsky Jianchao Li	Senior Project Engineers	\$55.00 \$55.00	\$158.47 \$158.47	\$158.47
Daniel W. Eshete Kamil Nuzha	Project Engineers	\$51.00 \$49.04	\$146.95 \$141.30	\$144.12
Vasili Martysiuk Tak Tse	Staff Engineers	\$47.12 \$23.00	\$135.77 \$66.27	\$101.02

Man-Hour/Direct Payroll Cost Estimate

CONSTRUCTION CONSULTATIONS

Task 1 - Post-Design Activities and Project Management

Review of grouting qualifications, geotechnical related issues with alternatives, coordination, etc.

Chief Geotechnical Engineer	12 hours @	\$158.47 /hour	\$1,901.64
Senior Project Engineers	24 hours @	\$158.47 /hour	\$3,803.28
Subtotal	36 hours		\$5,704.92

Task 2 - Construction Consultation

Meetings (6): 1 Pre-construction + 5 construction progress (assume 1 hr. prep. + 4 hrs. meeting = 5 hrs.)

Senior Project Engineers	40 hours @	\$158.47 /hour	\$6,338.80
Subtotal	40 hours		\$6,338.80

Special purpose field views (5): assess grouting and verify foundation subgrade (assume 5 hrs. each)

Chief Geotechnical Engineer	5 hours @	\$158.47 /hour	\$792.35
Senior Project Engineers	10 hours @	\$158.47 /hour	\$1,584.70
Project Engineers	10 hours @	\$144.12 /hour	\$1,441.20
Subtotal	25 hours		\$3,818.25

Review and response - 5 geotechnical related RFIs (assume 5 hrs. for each RFI)

Senior Project Engineers	5 hours @	\$158.47 /hour	\$792.35
Project Engineers	20 hours @	\$144.12 /hour	\$2,882.40
Subtotal	25 hours		\$3,674.75

Task 3 - Shop Drawing Review

Assume 5 geotechnical related shop drawing reviews at 5 hrs. each

Senior Project Engineers	5 hours @	\$158.47 /hour	\$792.35
Project Engineers	20 hours @	\$144.12 /hour	\$2,882.40
Subtotal	25 hours		\$3,674.75

TOTAL	151 hours		TOTAL	\$23,211.47
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Direct Costs Other Than Payroll

a. Mileage

11 site visits x 11 miles/trip	121 miles @	\$0.575 /mile	\$69.58
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TOTAL	\$69.58
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PATRICIA ANN QUIGLEY, INC.
AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
Montgomery County, PA

Proposal Summary

Straight Time Factor: 2.2957

Total Proposal Amount: \$ 5,182.16

Proposed Method of Payment: Specific Rate of Compensation

Estimated Agreement Period: 30 months

Total Estimated Man-hours: Hours

This proposal contains \$ 5,182.16 of certified Disadvantaged Business Enterprise (DBE) participation, representing 100.00% of the total proposed contract amount.

Proposal Submitted by: PATRICIA ANN QUIGLEY, INC.
1080 Quarry Hall Road
Norristown, PA 19403

DBE Certification No. 014Q

Federal ID No. 23-2329184

Contact Person: Patricia Ann Quigley
President
(610) 584-1829

Prepared: July 27, 2020

PATRICIA ANN QUIGLEY, INC.
AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
Montgomery County, PA

Summary of Costs

(a)	Total of Specific Rates of Compensation	\$ 5,004.44
(b)	Direct Costs other than Payroll	\$0.00
(c)	Direct Costs of Services by Others	\$0.00
(d)	Escalation of Specific Rates of Compensation	\$177.72
(e)	Total Engineering Cost	\$ 5,182.16
(l)	Premium Pay for Overtime and/or Hazardous Duty	\$0.00
Total Cost		\$ 5,182.16

**PATRICIA ANN QUIGLEY, INC.
AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
Montgomery County, PA**

List of Anticipated Employees and Their Hourly rates of Compensation

Name	Payroll Classification	Actual Hourly Rate	Date Rate approved	Specific Rate
Patricia Ann Quigley	Principal & Senior Scientist	\$55.00	27-Jan-17	\$126.26
Sarah A. Willig	Senior Biologist	\$41.00	27-May-19	\$94.12
Christopher J. Mulvey	Project Biologist	\$43.00	27-Jan-17	\$98.71

AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
Montgomery County, PA

Man-Hour Distribution by Classification

1 Post-Design Activities

Class	Hours	Specific Rate	Total Cost
Prin/Senior Scientist	8	\$126.26	\$1,010.08
Senior Biologist	10	\$94.12	\$941.20
Project Biologist	0	\$98.71	\$0.00
Subtotals			18
			\$1,951.28

2 Construction Consultation

Class	Hours	Specific Rate	Total Cost
Prin/Senior Scientist	6	\$126.26	\$757.56
Senior Biologist	16	\$94.12	\$1,505.92
Project Biologist	8	\$98.71	\$789.68
Subtotals			30
			\$3,053.16

3 Shop Drawing Review

Class	Hours	Specific Rate	Total Cost
Prin/Senior Scientist	0	\$126.26	\$0.00
Senior Biologist	0	\$94.12	\$0.00
Project Biologist	0	\$98.71	\$0.00
Subtotals			0
			\$0.00

4 Other Post-Design Activities

Class	Hours	Specific Rate	Total Cost
Prin/Senior Scientist	0	\$126.26	\$0.00
Senior Biologist	0	\$94.12	\$0.00
Project Biologist	0	\$98.71	\$0.00
Subtotals			0
			\$0.00

Total MH **48** Total Labor **\$5,004.44**

**AGREEMENT #064129-H
Church Road (T-801) Bridge over SEPTA Route 100 Rail Line
Montgomery County, PA**

Derivation of Straight Time Factor

The approved overhead rate for this contract is : 102.532%

Direct Payroll Portion	1.0000
Overhead Portion (103.532% 102.532%)	1.0253
Sub-total	2.0253
Profit Portion (13.35% of Dir./Indirect Labor)	0.2704
Straight Time Factor	2.2957

Derivation of Overtime and/or Hazardous Duty Factor

None anticipated \$0.00

Direct Costs Other than Payroll

None anticipated \$0.00

Direct Costs of Work and Services by Others

None anticipated \$0.00

Escalation of Specific Rates of Compensation

We Anticipate a 3% Cost of Living Increase on January 1, 2021 \$177.72
 The Anticipated Notice to Proceed Date is January 1, 2021
 Estimated Completion \square 6/30/2023
 $\$3,236.80 \times 0.0549$ (Not including \$55.00 Cap Rates) \$177.72

Duration	30 Months				
Escalation Factor	12 Month @	1.0300	12.3600	5.49%	
	12 Month @	1.0609	12.7308		
	6 Month @	1.0927	6.5564		
	0 Month @	0	0.0000		
	30		31.6472		

Escalation 31.6472 divided by 30 Months = 5.49%