



**SUPPLEMENTAL AGREEMENT NO. 8  
(PENNDOT'S SUPPLEMENT NO. 9)**

**WITH: TRANS ASSOCIATES ENGINEERING CONSULTANTS, INC.**

**FOR: PROFESSIONAL SERVICES  
FOR THE  
CENTRAL BUSINESS DISTRICT  
PHASE IV SIGNALIZATION UPGRADE**

**BY: DEPARTMENT OF MOBILITY AND INFRASTRUCTURE**

**DIVISION OF: TRAFFIC**

**BTE PROJECT NO.: 02501**

**MPMS NO.: 63378 (DESIGN & PHASE 4 CONSTRUCTION)**

**CONTROLLER'S NO.: 46939-8**

**SUPPLEMENTAL AGREEMENT NO. 8**  
**(PENNDOT'S SUPPLEMENT NO. 9)**

MADE THIS \_\_\_\_\_, between the CITY OF PITTSBURGH, a Municipal Corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

A  
N  
D

Trans Associates Engineering Consultants, Inc., a Pennsylvania Corporation, with local offices at Twin Towers, Suite 400, 4955 Steubenville Pike, Pittsburgh, Pennsylvania 15205, hereinafter called "CONSULTANT."

WHEREAS, pursuant to Resolution No. 607, approved July 30, 2003, effective August 1, 2003, as amended by Resolution No. 313, approved June 1, 2005, effective June 7, 2005, as amended by Resolution No. 626, approved October 18, 2006, effective October 20, 2006, as amended by Resolution No. 172, approved April 5, 2007, effective April 12, 2007, both parties entered into an Agreement No. 46939 to render professional Preliminary Engineering and Final Engineering Design Services in connection with the upgrade, replacement and expansion of Central Business District Traffic Signals; and

WHEREAS, the parties hereto desire to supplement and amend Agreement No. 46939, Agreement No. 46939-1, Agreement No. 46939-2, Agreement No. 46939-3, Agreement No. 46939-4, Agreement No. 46939-5, Agreement No. 46939-6 and Agreement No. 46939-7 to provide additional funds for Services During Construction of Phase 4 of this project (MPMS #63378);

NOW, THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree to supplement and amend the agreement to read as follows:

**1. ARTICLE I: SCOPE OF SERVICES**

CONSULTANT agrees to perform the professional services required under the terms of this agreement, in full compliance with all federal, state and local laws and regulations applicable to said work, and in

accordance with Exhibit "A", Exhibit "A1", Exhibit "A2", Exhibit "A3", Exhibit "A4", Exhibit "A5", Exhibit "A6", and Exhibit "A7" listed below. Exhibit "A", Exhibit "A1", Exhibit "A2, Exhibit "A3", Exhibit "A4", Exhibit "A5", Exhibit "A6", and Exhibit "A7" of Agreement No's 46939, 46939-1, 46939-2, 46939-3, 46939-4, 46939-5, 46939-6 and 46939-7 shall remain unchanged, in full force and effect. Exhibit "A8" which is attached hereto shall be made a part hereof.

A. EXHIBIT "A" - PROPOSALS:

Part 1 - CONSULTANT's Technical Proposal, dated June 13, 2008.

Part 2 - CONSULTANT's Price Proposal, dated June 13, 2008.

EXHIBIT "A1" - PROPOSALS:

Part 1 - CONSULTANT's Technical Proposal, dated March 6, 2012.

Part 2 - CONSULTANT's Price Proposal, dated March 6, 2012.

EXHIBIT "A2" - PROPOSALS:

Part 1 - CONSULTANT's Technical Proposal, dated August 23, 2012.

Part 2 - CONSULTANT's Price Proposal, dated August 23, 2012.

EXHIBIT "A3" - PROPOSALS:

Part 1 - CONSULTANT's Technical Proposal, dated February 18, 2014.

Part 2 - CONSULTANT's Price Proposal, dated February18, 2014.

EXHIBIT "A4" - PROPOSALS:

Part 1 - CONSULTANT's Technical Proposal, dated February 25, 2014.

Part 2 - CONSULTANT's Price Proposal, dated February 26, 2014.

EXHIBIT "A5" – PROPOSALS:

Part 1 – CONSULTANT’s Technical Proposal, dated September 28, 2015.

Part 2 – CONSULTANT’s Price Proposal, dated September 28, 2015.

EXHIBIT “A6” – PROPOSALS:

Part 1 – CONSULTANT’s Technical Proposal, dated May 5, 2017.

Part 2 – CONSULTANT’s Price Proposal, dated May 5, 2017.

EXHIBIT “A7” – PROPOSALS:

CONSULTANT’s Revised Phase 4 Supplement Submittal, dated October 23, 2020, which includes Part 1 – CONSULTANT’s Technical Proposal, dated October 23, 2020, and Part 2 – CONSULTANT’s Price Proposal, dated October 23, 2020.

CONSULTANT’s Request for Supplement No. 1 for Phase 3 Services During Construction, dated October 29, 2020, which includes Part 1 – CONSULTANT’s Technical Proposal, dated October 29, 2020, and Part 2 – CONSULTANT’s Price Proposal, dated October 29, 2020.

EXHIBIT “A8” – PROPOSALS:

CONSULTANT’s Revised Project Supplement 8 (PennDOT Supplement 9) – Construction Consultation Phase 4, dated January 6, 2022, which includes CONSULTANT’s Technical Proposal and CONSULTANT’s Price Proposal, and CONSULTANT’s Scope Modification Request – Project Team Revisions letter, dated April 8, 2022.

**2. ARTICLE II: GENERAL TERMS AND CONDITIONS**

A. OTHER EXHIBITS

CITY hereby engages CONSULTANT as an independent contractor to perform, upon the terms and conditions hereinafter set forth, full professional engineering services during construction in accordance with the above SCOPE OF SERVICES and Exhibits B, C, D, E, F, G, H, I, J, and K, all original to agreement, unchanged, in full force and effect. All materials and work products prepared, developed, or obtained under the terms of this agreement shall be promptly delivered to and become the property of CITY.

B. OBLIGATIONS OF CITY TO CONSULTANT remains unchanged and in full force and effect.

C. MONITORING remains unchanged and in full force and effect.

D. START AND FINISH DATES / PROJECT SCHEDULE / DURATION

CONSULTANT shall complete all design phases, including Site Investigation, Preliminary and Final Engineering, and Services during Construction Services and furnish all work products related to these phases by **December 31, 2024**, consistent with the schedule agreed upon by CITY and CONSULTANT. Bidding phase services and construction administration services shall be provided as scheduled by CITY. This agreement shall remain in full force and effect as long as there remain services to be provided and compensation to be disbursed, as per Article III, except as stipulated under Article VI. It may also be extended via a supplemental agreement for extra services (see Section D, Article IV), and/or as per Article V.

3. ARTICLE III: BASIS OF PAYMENT AND PAYMENTS

A. COMPENSATION

As full compensation for the performance of said professional services, CITY shall pay CONSULTANT and CONSULTANT shall accept a fee which shall not exceed the sum of **Two Million Four Hundred Nineteen Thousand and Four Hundred Fifty One Dollars and Thirty Nine Cents (\$2,419,451.39) (\$138,312.15 increase)** or the total of all costs, whichever is less.

Payments for consulting services shall be based upon CONSULTANT’S Price Proposals marked as Exhibit "A", Exhibit "A1", Exhibit "A2", Exhibit "A3", Exhibit "A4", Exhibit "A5", Exhibit "A6", Exhibit "A7", and Exhibit "A8", computed on a direct payroll cost times the applicable multipliers, and in accordance with the phasing outlined in said Price Proposals.

It is understood and agreed that in no event shall the total fee payable to CONSULTANT under the terms of this agreement exceed the sum of **Two Million Four Hundred Nineteen Thousand and Four Hundred Fifty One Dollars and Thirty Nine Cents (\$2,419,451.39) (\$138,312.15 increase).**

The total value of this Agreement at this time, is:

|  |                 |             |
|--|-----------------|-------------|
| Preliminary Engineering                  | \$ 1,205,234.75 | (no change) |
| Final Design                             | \$ 819,342.79   | (no change) |
| Services During Construction for Phase 1 | \$ 35,695.09    | (no change) |
| Services During Construction for Phase 2 | \$ 63,558.96    | (no change) |
| Services During Construction for Phase 3 | \$ 157,307.65   | (no change) |

**Services During Construction for Phase 4    \$ 138,312.15    (\$ 138,312.15 increase)**

**Total =                    \$ 2,419,451.39**

**B.    METHOD OF PAYMENT - Specific Rate Method to be used for Services During Construction of Phase 4**

C.    LIMIT OF COMPENSATION remains unchanged and in full force and effect

D.    PAYMENT OF TAXES AND SET-OFF PAYMENTS remains unchanged and in full force and effect.

**4.    ARTICLE XVIII: PITTSBURGH HOME RULE CHARTER; LIABILITY OF CITY**

This agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of CITY hereunder is limited to the sum of **Two Million Four Hundred Nineteen Thousand and Four Hundred Fifty One Dollars and Thirty Nine Cents (\$2,419,451.39) (\$138,312.15 increase)**, appropriated for the same, chargeable to and payable from the following Code Account(s):

| Res. No. | Account | FUND | Org    | Sub-Class | Project/Grant | Budget Year | Amount       | Source |
|----------|---------|------|--------|-----------|---------------|-------------|--------------|--------|
| 607-03   | 600000  | 5100 | 301000 | PGHPR     | 2267222       | 2003        | \$320,000.00 | FHWA   |
|          | 600000  | 5100 | 301000 | PGHPR     | 2267222       | 2003        | \$ 80,000.00 | CITY   |
| 313-05   | 600000  | 5100 | 400000 | PGHPR     | 2267222       | 2003        | \$400,000.00 | FHWA   |
|          | 600000  | 5100 | 400000 | PGHPR     | 2267222       | 2003        | \$100,000.00 | CITY   |
| 626-06   | 600000  | 5100 | 400000 | PGHPR     | 2267222       | 2006        | \$100,000.00 | FHWA   |
|          | 600000  | 6100 | 400000 | PGHPR     | 2267222       | 2007        | \$ 25,000.00 | CITY   |
| 172-07   | 600000  | 5100 | 400000 | PGHPR     | 2267222       | 2007        | \$287,806.13 | FHWA   |
|          | 600000  | 6100 | 400000 | PGHPR     | 2267222       | 2007        | \$71,9511.53 | CITY   |

|        | Account No. | JDE Funds | Item No. | JDE JOB No. | Budget Year |              | Source |
|--------|-------------|-----------|----------|-------------|-------------|--------------|--------|
| 89-08  | 54205       | 40001     | 1419     | 4026722208  | 2008        | \$103,708.93 | FHWA   |
|        | 54205       | 40011     | 1419     | 4026722208  | 2008        | \$ 25,927.23 | CITY   |
| 27-14  | 54205       | 40114     | 1419     | 4426722214  | 2014        | \$180,359.67 | FHWA   |
|        | 54205       | 40114     | 1419     | 4426722214  | 2014        | \$ 45,089.92 | CITY   |
| 27-14  | 54205       | 40114     | 1419     | 4426722214  | 2014        | \$173,356.66 | FHWA   |
|        | 54205       | 40114     | 1419     | 4426722214  | 2014        | \$ 43,339.17 | CITY   |
| 203-17 | 54205       | 40114     | 1419     | 4026722216  | 2016        | \$107,423.49 | FHWA   |

|        |       |       |      |            |      |                |      |
|--------|-------|-------|------|------------|------|----------------|------|
|        | 54205 | 40114 | 1419 | 4026722216 | 2016 | \$ 26,810.87   | CITY |
| 203-17 | 54205 | 40114 | 1419 | 4026722216 | 2016 | \$151,908.14   | FHWA |
|        | 54205 | 40114 | 1419 | 4026722216 | 2016 | \$ 37,977.04   | CITY |
| 89-08  | 54205 | 40001 | 1419 | 4026722208 | 2008 | \$ 528.37      | FHWA |
|        | 54205 | 40011 | 1419 | 4026722208 | 2008 | \$ 132.09      | CITY |
|        |       |       |      |            |      |                |      |
|        |       |       |      |            |      |                |      |
|        |       |       |      |            |      | \$2,419,451.39 |      |

**5. ARTICLE XIX. AUTHORIZING RESOLUTION**

This agreement is entered into by CITY pursuant to Resolution No. 607, approved July 30, 2003, effective August 1, 2003, Resolution No. 313, approved June 1, 2005, effective June 7, 2005, Resolution No. 626, approved October 18, 2006, effective October 20, 2006, Resolution No. 172, approved April 5, 2007, effective April 12, 2007, Resolution No. 89, approved February 29, effective March 5, 2008, Resolution No. 27, approved January 30, 2014 effective February 4, 2014, and Resolution No. 203, approved April 19, 2017, effective April 24, 2017.

6. All other aspects of the agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement the day and year first above written:

**TRANS ASSOCIATES ENGINEERING COMPANY, INC.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**CITY OF PITTSBURGH**

\_\_\_\_\_  
**Director,  
Department of Mobility and Infrastructure**

\_\_\_\_\_  
**Director, Department of Public Works**

**EXAMINED BY:** \_\_\_\_\_  
**Assistant City Solicitor**

**APPROVED AS TO FORM:** \_\_\_\_\_  
**City Solicitor**

\_\_\_\_\_  
**Mayor**

**COUNTERSIGNED:** \_\_\_\_\_  
**City Controller**