

Agreement No. 464

Federal ID No. _____

Account No.

User ID Code:-----
(CPO will enter Code)

**SUPPLEMENT TO REGISTRATION AGREEMENT
TO AUTHORIZE ELECTRONIC ACCESS TO APRAS**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, by and between the Commonwealth of Pennsylvania acting through the Central Permit Office of the Department of Transportation, hereinafter referred to as DEPARTMENT

(Month)

(Year)

AND

(NAME OF APPLICANT)

(REGISTERED OR PRINCIPAL OFFICE MAILING ADDRESS OF APPLICANT)

hereinafter referred to as APPLICANT, HEREBY SUPPLEMENTS the REGISTRATION AGREEMENT FOR SPECIAL HAULING PERMITS made and entered by and between the DEPARTMENT and the APPLICANT on the _____ day of _____, and recorded in the DEPARTMENT under the Account Number referenced above.

(Month)

(Year)

WHEREAS, the APPLICANT desires to have electronic access to the Automated Permit Routing/Analysis System (APRAS) for the purpose of applying for permits by electronically entering permit application data into APRAS and reviewing the status of electronically submitted applications and is supplementing the REGISTRATION AGREEMENT FOR SPECIAL HAULING PERMITS for this purpose; and

WHEREAS, the APPLICANT desires to register with the DEPARTMENT pursuant to Section 179.4 of the Rules and Regulations of the DEPARTMENT codified at 67 Pa. Code Chapter 179, in order to qualify under Sections 179.6 and 179.9 of said Rules and Regulations for the privilege to apply for special hauling permits by means of APRAS as another wire method approved by the DEPARTMENT, and to receive special hauling permits by means of APRAS as another wire method approved by the DEPARTMENT, and to pay the permit fees and other charges of the DEPARTMENT on a secured credit basis; and

WHEREAS, the DEPARTMENT is willing to permit APPLICANT to electronically submit and review the status of permit applications as part of the DEPARTMENT'S program to use APRAS as another wire method approved by the DEPARTMENT under the authority of Section 179.9(b) of Chapter 179 of the Rules and Regulations of the DEPARTMENT; and

WHEREAS, the DEPARTMENT is willing to permit APPLICANT to register under said Regulation 179.4 as an APRAS user and to extend the aforesaid privileges to the APPLICANT provided that the APPLICANT agrees to the compliance of the APPLICANT and its owners, officers, employees and agents with all of the current and applicable sections of the Pennsylvania Vehicle Code (in particular, Chapters 19 and 49), all of the current Rules and Regulations (in particular, Chapter 179) of the DEPARTMENT and all other laws and regulations of the Commonwealth of Pennsylvania applicable to the movement of oversize or overweight vehicles or loads, including any conditions imposed by the DEPARTMENT under the authority of Section 4962 and 6104 of the Vehicle Code or Chapter 179 of DEPARTMENT Regulations, hereinafter referred to cumulatively as "the special hauling laws," in accordance with and in further compliance with all of the terms, conditions and provisions hereinafter contained in this SUPPLEMENTAL AGREEMENT and the above referenced REGISTRATION AGREEMENT FOR SPECIAL HAULING PERMITS, and recorded by the DEPARTMENT under the above referenced Account Number.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

1. APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the APRAS Network. Such software shall include an operating system, an Internet Browser and any software needed to operate a modem. APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the APRAS Network. APPLICANT is responsible for the cost of telephone lines and usage and a per transaction surcharge of One Dollar (\$1.00) in accordance with Section 179.9 (e)(3) of the DEPARTMENT'S Rules and Regulations.
2. APPLICANT will have access to the APRAS Network as the DEPARTMENT shall direct. APPLICANT, unless APPLICANT is an authorized Permit Service, may obtain permits only for the APPLICANT, and may not obtain permits for any other person or legal entity.
3. APPLICANT agrees to be liable for any damage to the DEPARTMENT'S databases or software owned or licensed by the DEPARTMENT in the event a computer virus or other malicious, mischievous, or destructive programming is determined by the DEPARTMENT, or its agent, to have originated from the APPLICANT, its agents or employees.
4. DEPARTMENT agrees to pay for any loss, liability or expense, including attorney's fees, which arises out of or relates to the DEPARTMENT'S acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DEPARTMENT is established by a court of law or a settlement has been agreed to by the DEPARTMENT. This provision shall not be construed to limit the DEPARTMENT'S rights, obligations, liabilities, claims or defenses which arise as a matter of law or pursuant to any other provision of this SUPPLEMENTAL AGREEMENT. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or the DEPARTMENT.
5. APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and provide data into the APRAS System Network. APPLICANT agrees to assign only its current employees User Identification Internet APRAS access codes (hereinafter, "User ID codes") provided to the APPLICANT by the DEPARTMENT. APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will apply and/or review applications for permits. APPLICANT agrees to accept full responsibility for controlling the User ID codes that APPLICANT assigns to the employees of the APPLICANT. APPLICANT agrees to inactivate an employee's User ID code

immediately upon the employee's separation and/or dismissal from the employ or association with the APPLICANT. APPLICANT agrees that APPLICANT'S employees may not share User ID codes. APPLICANT agrees to be strictly liable for the applications submitted under one of its assigned User ID codes and for the applications, actions or omissions of anyone using a User ID code of the APPLICANT or APPLICANT'S employee.

6. APPLICANT agrees to use the inquiry screen provided by the DEPARTMENT through APRAS to review the status of applications submitted by the APPLICANT through APRAS. APPLICANT agrees not to call the DEPARTMENT for routine status updates on pending applications. If APPLICANT is a Permit Service, APPLICANT agrees not to refer its motor carrier customers to the DEPARTMENT to check the status of applications that the Permit Service submitted through APRAS.

7. DEPARTMENT shall provide for online training for the APRAS program, including the input of application data, reviewing the status of applications and operation of the APRAS Network. Said training may not include any non-APRAS program topics. Any training provided for the APRAS program will be strictly limited to the items specified above and will not include training on any other computer hardware or software.

8. DEPARTMENT will make reasonable and cost-effective attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the APRAS Network available for on-line access 24 hours per day, seven days per week, except for four hours each day when the APRAS databases are updated. DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT Permit Offices.

9. APPLICANT agrees to instruct the drivers of its oversize and/or overweight movements to review and sign the Permit prior to movement to insure that the vehicle(s) and load information is consistent with the application and the Permit, and to review the authorized routes and conditions on the Permit and any Supplement(s) to the Permit. APPLICANT, unless APPLICANT is an authorized Permit Service, will be strictly liable for any deviation or noncompliance with the authorized routes and conditions on the Permit and any Supplement(s) to the Permit.

10. DEPARTMENT, in accordance with Section 179.5 of its Rules and Regulations, will issue forthwith a copy of this AGREEMENT to the APPLICANT, upon execution of this AGREEMENT by the parties, and upon the confirmation of filing and approval of Form M-936RA and Form M-936B in accordance with Section 179.4 and Section 179.7 of the Rules and Regulations.

11. APPLICANT shall comply with the Contractor Integrity Provisions and the Provisions Concerning the Americans with Disabilities Act, both of which are made part of this SUPPLEMENTAL AGREEMENT by reference.

12. All other terms and conditions of the REGISTRATION AGREEMENT FOR SPECIAL HAULING PERMITS, which have not been supplemented or modified by this SUPPLEMENTAL AGREEMENT, remain in full force and effect.

EXECUTED ON _____ with the intention to be legally bound hereby.
(Date)

ATTEST:

(PRINCIPAL)

(ASST.) SECRETARY (ASST.) TREASURER
 OTHER: _____
(Attach Resolution)

BY: _____
 (VICE) PRESIDENT SOLE PROPRIETOR AND OWNER
 MANAGING PARTNER OTHER: _____
(Attach Resolution)

APRAS Administrator's Name _____

APRAS Administrator's Phone Number (_____) _____ Ext: _____

APRAS Administrator's Fax Number (_____) _____

APRAS Administrator's E-Mail Address _____

E-Mail Address For E-Mailing Permits _____

E-Mail Address For Accounts Payable Department (WHO SHOULD RECEIVE YOUR MONTHLY BILLING NOTICES?)

SS:

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me

this _____ day of _____, 20_____

(Notary Public)

MAIL COMPLETED AGREEMENT TO:
PA Department of Transportation
Bureau of Maintenance and Operations
P.O. Box 8210
Harrisburg, PA 17105-8210

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
CENTRAL PERMIT OFFICE

BY: _____
(DEPARTMENT Signatory) (Date)