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LEGAL DOCUMENT

Agreement: E01787	Project Specific	Active
Name: CM/CI for SR 1058-HAT (16438) - PA63/309 Connector - Phase 1: PA 63 to Allentown Rd		Selection Process: Modified
		Initiating Org: Engineering District 6-0
Supplement: 2	Administrative	Executed
Description: 0 Cost supplement to transfer funds from specific rate to direct cost		

Project Specific Agreement E01787 Supplement # 2

Engineering District 6-0
Initiating Organization

\$0.00
Supplemental Agreement Cost

Pennoni Associates Incorporated 23-1683429
Consultant - FID

Specific Rate of Compensation - Construction Inspection
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 09/16/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Pennoni Associates Incorporated, a Corporation of CONSULTANTS, registered as such in the Commonwealth of Pennsylvania, their heirs, executors, administrators, successors, or assigns, ("CONSULTANT").

WITNESSETH:

WHEREAS, the Department and the Consultant, under date of 09/15/2009, entered into an Agreement, designated in the Department's files as No. E01787, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for Construction Management and Construction Inspection services for SR 1058-HAT (16438) - PA63/309 Connector - Phase 1: PA 63 to Allentown Rd; and

WHEREAS, the Department and the Consultant, under date of 08/09/2010 entered into Supplement Agreement 1 to establish a transfer of funds between Part 1 and Part 2 to complete the scope of work for Part 1.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to 0 Cost supplement to transfer funds from specific rate to direct cost;

Now, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and mutual promises, hereinafter contained, with the intention of being legally bound thereby, agree as follows:

1. Terms, Conditions and Provisions

- a. The Consultant agrees to comply with and to provide the required work and services in accordance with the provisions listed below, which are incorporated into this AGREEMENT by reference, as though physically attached.
 - i. **Commonwealth Contractor Responsibility Provisions, dated April 16, 1999**
 - ii. **Consultant Integrity Provisions, dated July 30, 2010**
 - iii. **Commonwealth Nondiscrimination Clause for Consultant Agreements, dated July 30, 2010**
 - iv. **Federal Nondiscrimination and Equal Employment Opportunity Clauses, dated January 1976**
 - v. **Offset Provision for Commonwealth Contracts, dated April 16, 1999**
 - vi. **Pennsylvania Election Code, dated February 22, 2001**
 - vii. **Publication 442, Bureau of Design Specifications for Consultant Agreements, dated August 4, 2010**
 - viii. **Provisions Concerning the Americans With Disabilities Act, dated January 2001**
- b. By signing this Agreement, the Consultant certifies their compliance with the following requirements:
 - i. **Consultant's Certification of Non-Collusion, dated February 1990**
 - ii. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, dated August 1990**
 - iii. **Certificate of Restrictions on Lobbying, dated August 6, 1990**
 - iv. **Consultant's Acceptance of PA Workmen's Compensation Act, dated August 1999**
- c. By signing this Agreement, the Department certifies their compliance with the following requirement:
 - i. **Department's Certificate of Non-Collusion, dated January 1999**
- d. The Consultant agrees to comply with and to provide the required work and services in accordance with the **Department's Standard Agreement Special Requirements, dated April 26, 2001** and the following standard method of payment special

provisions: **Method of Payment - Specific Rate of Compensation - Construction Inspection, dated February 28, 2001**, which have been made available to the Consultant in electronic or paper form, and the Consultant's **Technical Proposal**, and **Price Proposal**, which are incorporated into this Agreement by reference.

e. That the maximum cost of each part of this supplement is as follows:

<u>Part</u>	<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Part Total</u>
2	4,411,965.18	0.00	4,411,965.18

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
4,976,513.18	0.00	4,976,513.18

g. That the time of completion for each Part shall be the termination date of this Agreement or as shown below, whichever occurs first:

Part 2 - 01/16/2013 .

h. That the Department approved invoice template has been amended and will be available to the Consultant effective the execution date of this Supplemental Agreement.

i. That all other terms and conditions of the Agreement, which are not changed by this Supplemental Agreement, remain in full force and effect.

Document Status: Executed
Negotiator: Harter, Michele L.

Attachments		
Name	Created By	Created On
<i>No records found.</i>		

Workflow			
Status	Name	Disposition	Date/Time

Draft	Keith I Dawson/PennDOT	Submit	09/16/2011 02:06:03 PM
Consultant Review	Andrew J Pennoni P.E./PennDOT BP-000172 - Vice President	Approve	09/16/2011 02:26:39 PM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	09/16/2011 04:47:20 PM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	09/16/2011 05:55:52 PM

Audit Information			
Created By	Created On	Modified By	Modified On
Keith I Dawson/PennDOT	09/16/2011 02:06:03 PM	Gary R Kleist/PennDOT	09/16/2011 05:55:52 PM

You are currently logged in as **Rajvi B. Amin**.

Release: 19.0
Session size: 0.1k

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