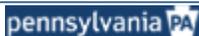


	home site map help ECMS	  RAJVI B. AMIN
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LEGAL DOCUMENT

Agreement: E01704	Project Specific	Active
Name: I-81 Wade Bridge Rehab and PA 39 West Hanover Widen		Selection Process: Modified Initiating Org: Engineering District 8-0
 Supplement: 6	Normal	Executed
Description: increase hours on Part 2 in order to extend the time for the consultant on this project due to construction needs. This supplement will also extend the completion time for Part 2 of this agreement from 10/7/2011 to 12/15/2011.		

Project Specific Agreement E01704 Supplement # 6

Engineering District 8-0
Initiating Organization

\$22,876.70
Supplemental Agreement Cost

T. W. Consultants, Incorporated 25-1347052
Consultant - FID

Specific Rate of Compensation - Construction Inspection

Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 09/19/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and T. W. Consultants, 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 05/26/2009, entered into an Agreement, designated in the Department's files as No. E01704, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for supplementary construction inspection and documentation services under the Departments Inspector-in-Charge.; and

WHEREAS, the Department and the Consultant, under date of 09/29/2010 entered into Supplement Agreement 1 to establish a transfer of funds between parts 2 & 3 in order to complete the scope of work for this agreement.; and

WHEREAS, the Department and the Consultant, under date of 01/12/2011 entered into Supplement Agreement 2 to To transfer funds between prime and sub consultants in order to complete the scope of work for this part.; and

WHEREAS, the Department and the Consultant, under date of 03/17/2011 entered into Supplement Agreement 3 to add Greenman-Pedersen, Inc. (GPI) as a sub consultant on this agreement and transfer funds between the prime and sub consultant in order to complete the scope of work for this part.; and

WHEREAS, the Department and the Consultant, under date of 04/18/2011 entered into Supplement Agreement 4 to add hours and mileage as needed and to extend the time of completion for the consultant inspection on Part 1 to 5/25/2012; and

WHEREAS, the Department and the Consultant, under date of 06/21/2011 entered into Supplement Agreement 5 to add hours, mileage, and associated other costs as needed to extend the time for the consultant on Part 2.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to increase hours on Part 2 in order to extend the time for the consultant on this project due to construction needs. This supplement will also extend the completion time for Part 2 of this agreement from 10/7/2011 to 12/15/2011.;

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	925,478.41	22,876.70	948,355.11

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
4,204,555.27	22,876.70	4,227,431.97

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 - 12/15/2011 .

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: Sube, Paula S.

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

Workflow			
Status	Name	Disposition	Date/Time
Draft	Karen S Gabel/PennDOT	Submit	09/16/2011 10:14:57 AM
Consultant Review	Tasir Wahlah/PennDOT BP-000018 - President	Approve	09/16/2011 10:49:15 AM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	09/16/2011 04:41:54 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	09/19/2011 12:31:40 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	09/19/2011 03:19:43 PM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	09/19/2011 11:51:18 PM

Audit Information			
Created By	Created On	Modified By	Modified On
Karen S Gabel/PennDOT	09/13/2011 09:16:29 AM	Gary R Kleist/PennDOT	09/19/2011 11:51:18 PM

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

Release: 19.1
 Session size: 0.1k

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Tue Oct 04 08:24:01 EDT 2011
 Official ECMS Date/Time