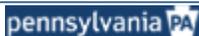


	home site map help ECMS	  RAJVI B. AMIN
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LEGAL DOCUMENT

Agreement: E01654	Project Specific	Active
Name: I-81: Delano to McAdoo (Structure Rehabilitation/Replacement)		Selection Process: Modified
		Initiating Org: Engineering District 5-0
Supplement: 5	Normal	Executed
Description: add additional work to perform Concrete Deck Coring and Preliminary Signing and Pavement Marking Plans under Part 2 - Preliminary Engineering and Final Signing and Pavement Marking Plans under Part 3 - Final Design for the I-81 Section 11B project		

Project Specific Agreement E01654 Supplement # 5

Engineering District 5-0
Initiating Organization

\$28,697.96
Supplemental Agreement Cost

HDR Engineering, Inc. 47-0680568
Consultant - FID

Cost Plus Fixed Fee
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 10/05/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and HDR Engineering, Inc., 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 06/02/2009, entered into an Agreement, designated in the Department's files as No. E01654, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for Preliminary Analysis, Preliminary Engineering, Final Design and Construction Services for MPMS # 75933 (replacement/rehabilitation of 14 I-81 structures) in Delano and Kline Townships, Schuylkill County.; and

WHEREAS, the Department and the Consultant, under date of 11/17/2009 entered into Supplement Agreement 1 to add an additional level of effort for the completion of Preliminary Engineering for the SB I-81 over RR at MP 134.2 project. In depth bridge inspections found deterioration beyond what was originally expected, therefore an additional level of effort is required for the completion of this Part; and

WHEREAS, the Department and the Consultant, under date of 03/29/2010 entered into Supplement Agreement 2 to completion of Preliminary Engineering for the I-81 Delano to McAdoo bridges; and completion of final design for the I-81 SB, Milepost 134.2 bridge over the Reading, Blue Mountain & Northern RR; and

WHEREAS, the Department and the Consultant, under date of 08/17/2010 entered into Supplement Agreement 3 to prepare a design/build PS&E package instead of a design/bid/build for the I-81 Section 12B project; and

This Agreement was reassigned on 12/01/2010, Reassignment Agreement 430041.

WHEREAS, the Department and the Consultant, under date of 05/03/2011 entered into Supplement Agreement 4 to add additional work to complete Part 2, Preliminary Engineering for the I-81 Section 11B project. Also, to establish the scope of work and associated level of effort required for completion of Part 3, Final Design of the I-81 Section 11B project; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to add additional work to perform Concrete Deck Coring and Preliminary Signing and Pavement Marking Plans under Part 2 - Preliminary Engineering and Final Signing and Pavement Marking Plans under Part 3 - Final Design for the I-81 Section 11B project;

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 - Cost Plus Fixed Fee, dated May 1, 2009**, 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	1,627,401.59	25,017.27	1,652,418.86
3	2,891,410.34	3,680.69	2,895,091.03

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
5,771,907.40	28,697.96	5,800,605.36

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 - 03/29/2014 .
 Part 3 - 05/20/2015 .

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	James B O'shell/PennDOT	Submit	09/28/2011 02:16:03 PM
Consultant Review	Michael P Crall/PennDOT BP-000028 - Vice President	Approve	09/28/2011 03:28:40 PM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	09/28/2011 03:36:52 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	10/03/2011 03:59:25 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	10/04/2011 10:48:42 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/05/2011 04:45:41 PM

Audit Information			
Created By	Created On	Modified By	Modified On
James B O'shell/PennDOT	09/28/2011 02:16:03 PM	Gary R Kleist/PennDOT	10/05/2011 04:45:41 PM

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

Release: 19.1
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Tue Oct 11 08:48:09 EDT 2011
 Official ECMS Date/Time