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LEGAL DOCUMENT

Agreement: E01655	Project Specific	Active
Name: I-81: Frackville to Mahanoy (Structure Rehabilitation/Replacement)		Selection Process: Modified Initiating Org: Engineering District 5-0
 Supplement: 8	Normal	Executed
Description: establish the scope of work and associated level of effort required for completion of Part 4 engineering tasks associated with construction of a Design/Bid/Build (traditional) package for SR 0081-11M in Schuylkill County		

Project Specific Agreement E01655 Supplement # 8

Engineering District 5-0
Initiating Organization

\$38,800.33
Supplemental Agreement Cost

Clough Harbour & Associates, LLP 14-1621922
Consultant - FID

Specific Rate of Compensation
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 Clough Harbour & Associates, LLP, a Partnership 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 06/05/2009, entered into an Agreement, designated in the Department's files as No. E01655, 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 # 75831 (replacement/rehabilitation of 11 I-81 structures) in New Castle, Ryan, West Mahanoy, and Mahanoy Townships, Schuylkill County.; and

WHEREAS, the Department and the Consultant, under date of 12/17/2009 entered into Supplement Agreement 1 to increase the level of effort required for completion of the preliminary engineering of the I-81 Frackville to Mahanoy City structure rehabilitations; and

WHEREAS, the Department and the Consultant, under date of 01/22/2010 entered into Supplement Agreement 2 to transfer funds from Other Costs to Labor under Part 1, Preliminary Analysis - Frackville to Mahanoy City; and

WHEREAS, the Department and the Consultant, under date of 05/14/2010 entered into Supplement Agreement 3 to establish the level of effort required for the completion of Part 3, Final Design for the I-81 Frackville to Mahanoy City structure project; and

WHEREAS, the Department and the Consultant, under date of 11/12/2010 entered into Supplement Agreement 4 to increase the level of effort required for completion of TS&Ls and final construction plans for the replacement of the northbound and southbound superstructures carrying I-81 over SR 61; and

WHEREAS, the Department and the Consultant, under date of 01/25/2011 entered into Supplement Agreement 5 to increase the level of effort required for completion of SEISAB analysis and calculations associated with the Seismic Waiver Letter Requests for the I-81 NB and SB Bridges over SR 61 and the I-81 NB and SB Bridges over Mill Creek; and

WHEREAS, the Department and the Consultant, under date of 04/28/2011 entered into Supplement Agreement 6 to increase the level of effort required under Part 2 for completion of TS&Ls and for additional work under Part 3 for completion of the Final ROW Plan, Final Pavement Design, and Final Structure Plans; and

WHEREAS, the Department and the Consultant, under date of 08/24/2011 entered into Supplement Agreement 7 to increase the level of effort required under Part 3 for completion of the Final Structure Plans and Construction Plan.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to establish the scope of work and associated level of effort required for completion of Part 4 engineering tasks associated with construction of a Design/Bid/Build (traditional) package for SR 0081-11M in Schuylkill County;

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, 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>
4	0.00	38,800.33	38,800.33

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
1,721,345.21	38,800.33	1,760,145.54

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 4 - Within 13 calendar months after the NTP date .

- 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.

Specific Rate Factor Condition

Overhead rate(s) used to establish specific rate factors under this Agreement are subject to further review and modification by the Department. The statement "These specific rate factors shall remain fixed for the life of this Agreement" in the standard method of payment document attached hereto is null and the Department reserves the right to adjust specific rate factors, by supplemental Agreement, if further review of compensation components included in the overhead rates used to establish the specific rate factors are determined to be unreasonable. Revisions to a specific rate factor by supplement would be effective the execution date of this original Agreement.

Removal of Wage Rate Limitation

The statement "Remuneration of principals or employees performing work on this project shall be limited to \$55.00 per hour, or their audited actual remuneration, whichever is less" in the standard method of payment document attached hereto is null.

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 10:06:45 AM
Consultant Review	Gary Robinson/PennDOT BP-000022 - Partner	Approve	09/28/2011 11:17:08 AM
Deputy Secretary Review	Brian D Hare/PennDOT	Approve	09/28/2011 12:51:43 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	10/03/2011 03:54:21 PM
Comptroller Review	Andrew K Peters/PennDOT	Approve	10/05/2011 08:39:03 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	10/05/2011 04:55:49 PM

Audit Information			
Created By	Created On	Modified By	Modified On
James B O'shell/PennDOT	09/27/2011 12:42:48 PM	Gary R Kleist/PennDOT	10/05/2011 04:55:49 PM

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

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Session size: 0.1k

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