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LEGAL DOCUMENT

Agreement: E00873	Project Specific	Active
Name: SR 81-218 Lackawanna River crossing and I-state Maintenance		Selection Process: Normal
		Initiating Org: Engineering District 4-0
Supplement: 6	Normal	Executed
Description: provide for additional Construction Services for the SR 0081(218) project and to coordinate MTP concerns with adjacent active project on SR 0081(220)		

Project Specific Agreement E00873 Supplement # 6

Engineering District 4-0
Initiating Organization

\$303,701.35
Supplemental Agreement Cost

Century Engineering, Inc. 52-2002914
Consultant - FID

Specific Rate of Compensation
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 11/08/2011, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Century 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 10/24/2007, entered into an Agreement, designated in the Department's files as No. E00873, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for preliminary engineering, environmental studies, final design and construction services for the replacement of the I-81 Bridge Seg 1894/2380 over the Lackawanna River along with I-81 Preventative Maintenance from Seg 1890/1804 to 1920/2357.; and

WHEREAS, the Department and the Consultant, under date of 04/24/2008 entered into Supplement Agreement 1 to Perform Additional Preliminary Engineering and Final Design work due to a Drainage Study near Exit 191 that was not included in the original Scope of Work.; and

This Agreement was reassigned on 06/10/2008, Reassignment Agreement 430020.

WHEREAS, the Department and the Consultant, under date of 09/10/2008 entered into Supplement Agreement 2 to provide for additional cost for the GPR contract PDA item; and

WHEREAS, the Department and the Consultant, under date of 07/08/2010 entered into Supplement Agreement 3 to incorporate final design scope of work changes to SR 0081/218/270.; and

WHEREAS, the Department and the Consultant, under date of 01/27/2011 entered into Supplement Agreement 4 to provide for additional Final Design hours for additional geotechnical and structure design for three ITS features and the addition of a Final Design Office Meeting for SR 0081-218 Project.; and

WHEREAS, the Department and the Consultant, under date of 03/22/2011 entered into Supplement Agreement 5 to provide additional work for a change in scope concerning the complete removal of bituminous material to existing concrete within the project limits north of Exit 191.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to provide for additional Construction Services for the SR 0081(218) project and to coordinate MTP concerns with adjacent active project on SR 0081(220);

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 October 7, 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>
3	119,969.51	303,701.35	423,670.86

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
3,941,373.26	303,701.35	4,245,074.61

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 3 - Within 33 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.

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	Paula S Sube/PennDOT	Submit	11/04/2011 09:16:56 AM
Consultant Review	Mark P Rzucidlo/PennDOT BP-001485 - Vice President	Approve	11/04/2011 02:37:25 PM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	11/04/2011 05:41:01 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	11/07/2011 05:15:59 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	11/08/2011 10:47:50 AM
CAD Chief Approval	Gary R Kleist/PennDOT	Execute	11/08/2011 04:00:24 PM

Audit Information			
Created By	Created On	Modified By	Modified On
Paula S Sube/PennDOT	11/02/2011 11:22:18 AM	Gary R Kleist/PennDOT	11/08/2011 04:00:24 PM

You are currently logged in as **Roland L. Rode**.

Release: 19.1
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