

LEGAL DOCUMENT

Agreement: E01678	Project Specific	Active
Name: SR 0088 Ten Mile Creek Bridge		Selection Process: Modified Initiating Org: Engineering District 12-0
 Supplement: 2	Normal	Executed
Description: transfer funds from other costs and also add additional funds to specific rate to complete the SOW for this part		

Project Specific Agreement E01678 Supplement # 2

Engineering District 12-0
Initiating Organization

\$26,633.38
Supplemental Agreement Cost

Trumbull Corporation 25-1021993
Consultant - FID

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

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 02/06/2012, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and Trumbull Corporation, 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 03/04/2009, entered into an Agreement, designated in the Department's

files as No. E01678, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for Construction Inspection and Documentation Services for the S.R. 0088, Section 04M replacement of the existing structure over Ten Mile Creek in Jefferson Township, Greene County and East Bethlehem Township in Washington County; and

WHEREAS, the Department and the Consultant, under date of 05/11/2011 entered into Supplement Agreement 1 to transfer some funds from other costs and establish additional funds for both the Prime and sub due to the project physical work complete time extensions.; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to transfer funds from other costs and also add additional funds to specific rate to complete the SOW for this part;

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 October 25, 2010**
- 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 October 25, 2010**
- 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>
1	822,502.44	26,633.38	849,135.82

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
822,502.44	26,633.38	849,135.82

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 1 - 06/30/2012 .

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	Karen S Gabel/PennDOT	Submit	02/02/2012 01:01:06 PM
Consultant Review	John Maffeo/PennDOT BP-000030 - Vice President	Approve	02/02/2012 06:06:34 PM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	02/03/2012 04:13:22 AM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	02/03/2012 05:27:36 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	02/06/2012 11:34:55 AM
CAD Chief Approval	J. Michael Long/PennDOT	Execute	02/06/2012 03:15:29 PM

Audit Information			
Created By	Created On	Modified By	Modified On
Karen S Gabel/PennDOT	02/02/2012 01:01:01 PM	J. Michael Long/PennDOT	02/06/2012 03:15:29 PM

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

Release: 20.1
Session size: 0.1k

[PennDOT](#) | [Home](#) | [Site Map](#) | [Help](#) | [Pennsylvania](#)
Copyright © 2009 Pennsylvania Department of Transportation. All Rights Reserved.
[PennDOT Privacy Policy](#)

Fri Feb 10 10:24:39 EST 2012
Official ECMS Date/Time