

	home site map help ECMS	  ROLAND L. RODE
---	--	--

LEGAL DOCUMENT

Agreement: E01760	Project Specific	Idle
Name: SR 4009-A10 Babcock Blvd. Bridge Replacement over Girty's Run		Selection Process: Modified
		Initiating Org: Engineering District 11-0
Supplement: 2	Normal	Executed
Description: provide for the Final Design of the SR 4009-A10 Babcock Blvd. Bridge Replacement over Girty's Run		

Project Specific Agreement E01760 Supplement # 2

Engineering District 11-0
Initiating Organization

\$267,964.73
Supplemental Agreement Cost

GAI Consultants, Inc. 25-1260999
Consultant - FID

Cost Plus Fixed Fee
Method(s) of Payment

THIS SUPPLEMENTAL AGREEMENT, made and entered into on 03/20/2012, at Harrisburg, Pennsylvania, between the Commonwealth of Pennsylvania, acting through its Department of Transportation, by the Secretary, ("Department"), and GAI Consultants, 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 07/17/2009, entered into an Agreement, designated in the Department's

files as No. E01760, wherein the Consultant agreed to perform all work and services, and furnish all equipment and materials not otherwise provided, for a feasibility study, preliminary engineering, final design, and construction consultation services on SR 4009-A10 Babcock Blvd. Bridge Replacement over Girty's Run;; and

WHEREAS, the Department and the Consultant, under date of 04/13/2010 entered into Supplement Agreement 1 to establish the details for Part 2 Preliminary Design; and

WHEREAS, the Department and the Consultant desire to supplement the Agreement to provide for the Final Design of the SR 4009-A10 Babcock Blvd. Bridge Replacement over Girty's Run;

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 - 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>
3	0.00	267,964.73	267,964.73

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

<u>Current Cost</u>	<u>Supplemental Adjustment</u>	<u>New Agreement Cost</u>
232,203.00	267,964.73	500,167.73

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 12 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: Harter, Michele L.

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

Workflow			
Status	Name	Disposition	Date/Time
Draft	Matthew C Kasunick/PennDOT	Submit	03/08/2012 09:54:25 AM

Consultant Review	Barry Newman/PennDOT BP-000134 - Vice President	Approve	03/08/2012 03:21:19 PM
Deputy Secretary Review	R. Wayne Willey/PennDOT	Approve	03/09/2012 01:37:25 PM
Chief Counsel Review	Michael H Kline/PennDOT	Approve	03/09/2012 05:08:46 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Approve	03/20/2012 09:44:15 AM
CAD Chief Approval	J. Michael Long/PennDOT	Execute	03/20/2012 01:22:34 PM

Audit Information			
Created By	Created On	Modified By	Modified On
Matthew C Kasunick/PennDOT	03/06/2012 11:30:25 AM	J. Michael Long/PennDOT	03/20/2012 01:22:34 PM

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

Release: 21.0
Session size: 0.1k

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

Mon Mar 26 15:42:38 EDT 2012
Official ECMS Date/Time