

COUNTY Delaware

AGREEMENT 063802A

MUNICIPALITY Media Borough

FEDERAL ID NO. 23-6003089

MPMS NUMBER 47147

PROGRAM Bridge Bill

SUPPLEMENTAL
GENERAL REIMBURSEMENT AGREEMENT
FOR
NON-FEDERAL AID PROJECTS

DESIGN

THIS AGREEMENT, made and entered into this 2nd day of November, 2009 between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation, hereinafter called DEPARTMENT,

A N D

Media Borough a political subdivision in the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called MUNICIPALITY:

WITNESSETH

WHEREAS, the COMMONWEALTH and the MUNICIPALITY under the date of May 11, 2001 entered into an Agreement designated in the COMMONWEALTH's files as No. 063802, wherein the COMMONWEALTH and the MUNICIPALITY agreed to participate in a Non-Federal-Aid Highway Program to construct the replacement of the 3rd Street Dam Repair; and

WHEREAS, the design of said construction of replacement of the 3rd Street Dam Repair has shown that the costs will be in excess of the shown in Agreement No. 063802; and

WHEREAS; both COMMONWEALTH and MUNICIPALITY are both desirous of supplementing Agreement No. 063802 for all the additional costs;

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing promises and mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows;

1. The estimated cost of Design as shown in Exhibit "A" of Agreement No. 063802 is revised from the amount of Two Hundred Two Thousand (\$ 202,000) dollars to the amount of Five Hundred Forty Five Thousand Seven Hundred Fifty (\$ 545,750) dollars.

2. The estimated maximum reimbursement by the COMMONWEALTH from funds allocated for this purpose to the MUNICIPALITY in Agreement No. 063802 is revised from One Hundred Sixty Thousand (\$ 160,000) dollars to the amount of Four Hundred Thirty Five Thousand (\$ 435,000) dollars.

3. Exhibit "A" of Agreement No. 063802 is hereby revise in accordance with Exhibit "AA" attached hereto and made a part hereof.

4. In accordance with Commonwealth Management Directive 310.30, issued May 24, 2007, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of

payment, the following provisions are added to Paragraph 6, *Payment Procedures and Responsibilities*:

- g. The DEPARTMENT will make payments to the MUNICIPALITY through ACH. Within 10 days of executing this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower—6th Floor, 303 Walnut Street, Harrisburg, PA 17101-1830.
- h. The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.
- i. It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments. “

5. CONSTRUCTION INSPECTION

The MUNICIPALITY, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of DEPARTMENT

Publication No. 408, and its amendments and supplements. The MUNICIPALITY shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of DEPARTMENT Publication No. 9. The DEPARTMENT, based on requirements of the most current version of DEPARTMENT Publication No. 39, will determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the MUNICIPALITY's inspectors. Normally at least one full time inspector is required for each project. The DEPARTMENT will oversee the project but will not provide inspection services.

6. Paragraph 11 of the original agreement is hereby deleted in its' entirety.

7. CONTRACT DEVELOPMENT

- (a) The MUNICIPALITY, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, estimates ("PS&E") and bid proposal documents required to bid the Project. The essential documents to be prepared are set forth in Exhibit "G," which is attached to and made a part of this Agreement. All work shall conform with applicable state laws and requirements including, but not limited to, those outlined in the most current version of DEPARTMENT Publication No. 9, *Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended.*

- (b) The MUNICIPALITY, upon completion, shall submit all required bid documents to the DEPARTMENT for review and approval. The MUNICIPALITY, subject to reimbursement by the DEPARTMENT for preparation costs, shall enter the project specifications and estimate into the DEPARTMENT'S ECMS system. The DEPARTMENT will issue an authorization to advertise for bids in the ECMS system, upon:
- (i) Approval of a right-of-way certification (if applicable);
 - (ii) Approval of a Utility Clearance Assurance Statement;
 - (iii) Completion of the PS&E review; and
 - (iv) Satisfactory resolution of any comments.
- (c) The DEPARTMENT, prior to issuance to prospective bidders, must review and approve any addenda to the approved bid documents. The DEPARTMENT shall issue addenda no later than seven (7) calendar days before the proposed bid opening.
- (d) All bid documents shall require that the contractor be prequalified by the DEPARTMENT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders*.

- (e) All bid documents shall require that the prospective bidders name the MUNICIPALITY as an additional insured on the certificate of insurance.

8. LETTING AND AWARD

The DEPARTMENT shall handle the letting and award procedures. The MUNICIPALITY shall enter into the contract with the successful bidder and issue the notice to proceed. The MUNICIPALITY shall follow the procedures in DEPARTMENT Publication No. 526 – *ECMS Municipal/Sponsor Guidance*.

9. If the cost for any phase listed in Exhibit “A” is blank, or the cost of any phase increases causing the overall Agreement cost to increase, the parties must execute a letter of amendment that will include a revised Exhibit “A.” The DEPARTMENT cannot reimburse the MUNICIPALITY for the costs of these phases until the parties execute the letter of amendment. Adequate state funds from Act 235 of 1982 and (if applicable) Act 26 of 1991, both as amended, must be available before the parties may execute a letter of amendment, with a revised Exhibit “A” attached. A letter of amendment is not effective until duly authorized representatives of the DEPARTMENT, the MUNICIPALITY, the Office of Chief Counsel and the Office of the Comptroller sign and date the letter of amendment. A sample letter of amendment is attached as Exhibit “H” and made a part of this Agreement.

10. If the DEPARTMENT determines that the cost for any phase listed in Exhibit “A” should be redistributed, and the redistribution does not result in an increase or decrease in the total Project costs, the parties must execute a letter of adjustment that will include a revised Exhibit

“A.” The DEPARTMENT cannot reimburse the MUNICIPALITY for the costs of these phases until the parties execute the letter of adjustment. A letter of adjustment is not effective until duly authorized representatives of the DEPARTMENT, the MUNICIPALITY and the Office of the Comptroller sign and date the letter of adjustment. A sample letter of adjustment is attached as Exhibit “I” and made a part of this agreement.

11. Agreement No. 063802A, is split 80%, expenditure amount of Four Hundred Thirty Five Thousand (\$ 435,000) dollars for State Funds. The Related State Assistance Program name and number is Local Grants for Bridge Projects; Appropriation 183.

12. All other provisions of Agreement No. 063802, unaffected by this Supplemental Agreement, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MUNICIPALITY*

Jeffrey A. Amitto 9/17/09
Title: Borough Manager Date

BY Frank W. Daly 9/17/09
Title: Council President Date

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Ch H [Signature] 10/6/09
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

BY Michael J. Blaine
for Chief Counsel Date 10/09/09

BY [Signature] 11/02/09
Deputy Attorney General Date

RECORDED NO. 3900003601
CERTIFIED FUNDS AVAILABLE
UNDER 2618309/10231
ACTIVITY PROGRAM 7840630000
SYMBOL 6600400
AMOUNT # 275,000.00

BY Rick Zettlemyer 10/15/09
for Comptroller Date

APPROVED FOR FORM AND LEGALITY

By [Signature]
Deputy General Counsel

Contract No. 063802A, is split 80%, expenditure amount of \$435,000.00 for State funds. The State assistance program name and number is Local Grants for Bridge Projects; Appropriation 183.

***MUNICIPALITY's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

PROJECT ESTIMATED COSTS

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Design	\$543,750	\$2,000	\$545,750
Utilities	\$0	\$0	\$0
Right-of-Way	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Constr. Inspect.	\$0	\$9,900	\$9,900
SUBTOTALS	\$543,750	\$11,900	\$555,650

COST SHARING (Municipality Incurred Costs)

	State (80%)	Municipality (20%)	State Act 26 (%) (If Applicable)	Phase Subtotals
Design	\$435,000	\$108,750	\$0	\$543,750
Utilities	\$0	\$0	\$0	\$0
Right-of-Way	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0
Constr. Inspect.	\$0	\$0	\$0	\$0
TOTALS	\$435,000	\$108,750	\$0	\$543,750

COST SHARING (Commonwealth Incurred Cost)

	State (80%)	Municipality (20%)	State Act 26 (%) (If Applicable)	Phase Subtotals
Design	\$1,600	\$400	\$0	\$2,000
Utilities	\$0	\$0	\$0	\$0
Right-of-Way	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0
Constr. Inspect.	\$7,920	\$1,980	\$0	\$9,900
TOTALS	\$9,520	\$2,380	\$0	\$11,900

TOTAL COST

State	Municipality	Total
\$444,520	\$111,130	\$555,650

COUNTY:
MUNICIPALITY:
PROJECT NAME:

Delaware County
Media Borough
Third Street Dam/Bridge

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

Title Sheet Mylar or Vellum (for signatures)
All Original Plan Sheets
Engineer's Estimate (D-407)
Trainee Calculation

B. Bid Proposal and Specifications (to prospective bidders) Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder's Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Statement of Joint Venture Participation
Affirmative Action Certification
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference
Award of Contract
Anticipated Notice to Proceed Date
Minority Business Enterprise Program
Equal Employment Opportunity Reporting Requirements
Affirmative Action Requirements Equal Employment Opportunity
Sworn Affidavit
Act 287
Act 247
Air Pollution Control
Trainees
Utilities
Specifications
General Contract Conditions

Attachments

D-476—Distribution of Contract Time
Notice
Prevailing Minimum Wage
PR-47 (only required for projects over \$500,000)
Special Supplement—Anti-Pollution Measures
Commonwealth Nondiscrimination/Sexual Harassment Clause

SAMPLE LETTER OF AMENDMENT

Date

Municipality/Contractor Name

ATTN: Contact

Address

City, State Zip

Re: Amendment (**Amendment Letter Designation**)
Agreement # (**Contract Number**)

Dear (**Mr./Ms. Name**),

Per the terms of the subject agreement, the Department is willing to amend the terms by increasing the costs in Exhibit "A" and Paragraph (**reference the location in the agreement document**) from (**current dollar amount**) to (**new dollar amount**). This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above referenced agreement. If you agree to the amendment, please indicate below by checking "Yes," and signing and dating where indicated. Please attach a resolution verifying your authorization to sign this amendment.

Your response is required no later than (**Date**). Please mail your response to the following address:

PENNDOT
Attn: **Your Name**
Your Organization
Your Address

On behalf of the above-named Municipality, I agree to the amendment of the above referenced agreement for the _____. I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Yes No

Signature: _____ Date: _____

Indicate Title: Chairman President Executive Director Commissioner

or _____ (*Indicate title*)

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of the Comptroller signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

Sincerely,

**Name, Title
Organization**

Approved for Form and Legality:

for Chief Counsel

FOR DEPARTMENT USE ONLY

Encumbrance Information:

SAP Document No. _____

SAP Fund _____

SAP Cost Center _____

GL Account _____

Renewal Amount: \$ _____

Comptroller Signature Date

Contract No. _____, is split _____%, expenditure amount of \$ _____ for federal funds and _____%, expenditure amount of \$ _____ for state funds. The related federal assistance program name and number is _____; _____ . The state assistance program name and SAP fund is _____;

SAMPLE LETTER OF ADJUSTMENT

Date

Municipality/Contractor Name

ATTN: Contact

Address

City, State Zip

**Re: Adjustment (Amendment Letter Designation)
Agreement # (Contract Number)**

Dear (Mr./Ms. Name),

Per the terms of the subject agreement, the Department is willing to redistribute the costs in Exhibit "A," with no change in the total Project costs, by increasing/decreasing the costs of the phases within the Project as shown below. These adjustments will become effective once all required signatures are affixed to this document.

	<u>Current Phase Costs</u>	<u>New Phase Costs</u>
Preliminary Engineering	\$ _____	\$ _____
Final Design	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____
Construction	\$ _____	\$ _____
TOTAL PROJECT COST	\$ _____	\$ _____

We are requesting your concurrence as to the redistribution of costs of the above referenced agreement. If you agree to this redistribution, please indicate below by checking "Yes," and signing and dating where indicated. Please attach a resolution verifying your authorization to sign this letter of adjustment.

Your response is required no later than **(Date)**. Please mail your response to the following address:

PENNDOT
Attn: **Your Name**
Your Organization
Your Address

On behalf of the above-named Municipality, I agree to the adjustment of the above referenced agreement for the _____. I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Yes

No

Signature: _____ Date: _____

Indicate Title: Chairman President Executive Director Commissioner

or _____ (Indicate title)

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of adjustment remain in full force and effect.

This letter of adjustment is not effective until the Office of the Comptroller signs and dates this letter of adjustment. The Department will forward a copy of the fully executed letter of adjustment for your files.

Sincerely,

Name, Title
Organization

FOR DEPARTMENT USE ONLY

Encumbrance Information:

SAP Document No. _____

SAP Fund _____

SAP Cost Center _____

GL Account _____

Renewal Amount: \$ _____

Comptroller Signature

Date

Contract No. _____, is split _____%, expenditure amount of \$ _____ for federal funds and _____%, expenditure amount of \$ _____ for state funds. The related federal assistance program name and number is _____; _____ . The state assistance program name and SAP fund is _____;