Commonwealth of Pennsylvania
Department of Transportation

Agreement Routing Sheet

OCT 16 2012

Office of Chief Counsel

Type of Agreement	REIMBURSEMENT- FEDERAL-AID BRIDGE (MUNICIPAL ROW)
Agreement Number	010P45D
Party	FRENCH CREEK TOWNSHIP
City	CARLTON
County	MERCER
Form Number	~~[redacted]~~ None - not preapp'd
Federal ID Number	[redacted]
Amount	716764
SAP Vendor Number	[redacted]

PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

EXECUTION PROCESS		RECEIVED	RETURNED
District Executive For Signature Engineering District			DEH 9/14/12
Center for Program Development & Management For Review and Approval Keystone Building, 6th Floor		JH 9/18/12	JH 9/18/12
Office of Chief Counsel For Final Approval Keystone Building, 9th Floor	BB 9/15/12	9/19/12	9/20/12
Office of the Comptroller For Audit and Approval Forum Place, 9th Floor	☑-APPROVED ☐-REJECTED RZ	9/20/12	9/24/12
Office of Chief Counsel For Final Logging Keystone Building, 9th Floor	OGC	9/25/12	9/26/12 10/15/12
	OAG		10/15/12

DISTRIBUTION (1 copy each):

Copy to Contractor
Copy to Comptroller – Forum Place, 9th Floor
Copy to Treasury – Treasury Dept., Treasury Audits, Finance Bldg., Room G-11

Original to: Engineering District [redacted]
Attention: [redacted]
Telephone: [redacted]

Commonwealth of Pennsylvania
Department of Transportation

SEP 25 2012

Office of Chief Counsel

RESOLUTION

2012 - 04

AGREEMENT NO. 010P45-D
MPMS NO. 1704
WORK ORDER NO. 97183

OLD ROUTE 322 BRIDGE
FEDERAL AID BRIDGE PROJECT AGREEMENT
SUPPLEMENT FOR CONSTRUCTION COSTS

WHEREAS, the Supervisors of French Creek Township, Mercer County agree to all the modifications pertaining to files Numbered 010P45, 010P45-A, 010P45-B and 010P45-C as notification 010P45-D states. Exhibit "4A" is deleted and replaced with Exhibit "5A", Exhibit "M" is replaced with "MM".
All other terms and conditions of Agreement Number 010P45, not modified by this Supplemental Agreement, shall remain in full force and effect.
This resolution verifies the authorization of the signature of GERALD L. SHEATZ, chairman to sign and therefore execute Agreement No. 010P45-D.

ADOPTED THIS 10th DAY OF SEPTEMBER, 2012

French Creek Township Supervisors

Gerald L. Sheatz
GERALD L. SHEATZ

Ralph R. Dean
RALPH R. DEAN

Sherian E. Biggs
SHERIAN E. BIGGS

ATTEST:

Sherian E. Biggs
Sherian E. Biggs
Secretary

AGREEMENT NO. 010P45-D
MPMS NO. 1704
WORK ORDER NO. 97183

OLD ROUTE 322 BRIDGE
FEDERAL AID BRIDGE PROJECT AGREEMENT
SUPPLEMENT FOR CONSTRUCTION COSTS

COUNTY: Mercer

MUNICIPALITY: French Creek Township

THIS SUPPLEMENT AGREEMENT, made and entered into this 15th (*) day of October, 2012, between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation, hereinafter called the **COMMONWEALTH,**

and

French Creek Township, Federal ID #[redacted] Vendor SAP [redacted], of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the **MUNICIPALITY**.

WITNESSETH:

WHEREAS, the General Assembly of the **COMMONWEALTH** of Pennsylvania pursuant to Act 100 of 1986, has appropriated funds for removal, rehabilitation or replacement of bridges under the jurisdiction of local governments; and,

WHEREAS, COMMONWEALTH and **MUNICIPALITY** under date of May 8, 2007 entered into an Agreement designated in the **COMMONWEALTH's** files as Number 010P45, wherein the **COMMONWEALTH** and **MUNICIPALITY** agreed to participate in a Federal Aid Bridge Project to undertake the design of the Old Route 322 Bridge; over Powder Mill Run; and

WHEREAS, COMMONWEALTH and **MUNICIPALITY** under date of September 28, 2010 entered into a supplemental agreement designated in the **COMMONWEALTH's** files as Number 010P45-A, to increase funding for design phase and allow for a change in project funding; and,

WHEAREAS, COMMONWEALTH and **MUNICIPALITY** under date May 13, 2011 entered into a supplemental agreement designated in the **COMMONWEALTH's** files as Number 010P45-B to increase funding for design phase and allow for a change in project funding; and,

WHEAREAS, COMMONWEALTH and **MUNICIPALITY** under date September 29, 2011 entered into a supplemental agreement designated in the **COMMONWEALTH's** files as Number 010P45-C to increase funding for construction phase and allow for a change in project funding; and,

WHEREAS, the **COMMONWEALTH** is to receive funds for removal, rehabilitation or replacement of bridges as set forth therein, and,

WHEREAS, the **COMMONWEALTH** and **MUNICIPALITY** are desirous of supplementing Agreement No. 010P45 to allow for a change in project funding.

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

(*) Do not date Agreement. Agreement will be dated upon execution by the **COMMONWEALTH.**

1. COSTS

(a) Exhibit "4A" is deleted and replaced with Exhibit "5A" which is attached to and made a part of the Agreement. The terms of Exhibit "4A" in Agreement No. 010P45, as amended, are hereby deleted and replaced with the terms of Exhibit "5A".

2. PAYMENT PROCEDURES AND RESPONSIBILITIES

(a) Paragraph 2(a) of Agreement No. 010P45-C is hereby deleted in its entirety and replaced with the following:

The **DEPARTMENT** shall pay the **MUNICIPALITY** for all but the **MUNICIPALITY's** share of the total allowable project costs up to a maximum of six hundred sixty three thousand eight hundred twenty five dollars and eighty cents ($663,825.80) for preliminary engineering, final design, utility relocation, right-of way acquisition and construction costs. Refer to Exhibit "5A" for the estimated cost breakdown. The **DEPARTMENT**, for the federal share of the project costs, shall submit necessary documents to the FHWA for payment. Upon receipt of federal funds, the **DEPARTMENT** shall credit the payment to the Highway Bridge Improvement Restricted Account with the Motor License Fund.

3. FUNDING

(a) Paragraph 3 (a) of Agreement No. 010P45-C, is hereby deleted in its entirety and replaced with the following:

Contract No. 010P45-D, is a split 80%, expenditure amount of $573,411.20 for federal funds and 15%, expenditure amount of $104,814.60 for state funds. The related Federal Assistance Program Name and Number is Highway Planning and Construction: 20.205. The State Assistance Program Name and Number is Billion Dollar Bridge Program II; Appropriation 183.

4. Exhibit "M" for Provisions Concerning The Americans with Disabilities Act is deleted in its entirety and replaced with "MM" for Provisions Concerning The Americans with Disabilities Act.

5. All other terms and conditions of Agreement Number 010P45, not modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto to the Agreement have caused these presents to be executed, attested and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year after first written above.

ATTEST:

Sheron E. Biggs 9/10/12
Title Secretary/Treasurer Supervisor DATE

French Creek Township

BY: Gerald L. Sheets 9/10/12
Title Supervisor DATE

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign, if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Donald E Hall 9/14/12
for District Executive DATE

APPROVED AS TO LEGALITY AND FORM

RECORDED NO M010P45000
CERTIFIED FUNDS AVAILABLE 1058113614
UNDER ACTIVITY PROGRAM 7840101000
SYMBOL 6411020
AMOUNT (-397,515.40)

BB 9/19/12 BY Michael [illegible] 09/19/2012
For Chief Counsel DATE

BY Rick Battlemayer 9/24/12
Signature DATE

BY Amy M Elliott 10/15/12
Deputy Attorney General DATE

for Comptroller
Title

APPROVED FOR FORM AND LEGALITY
By [illegible] 11/3/12
Deputy General Counsel

PROJECT ESTIMATED COSTS

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary Engineering	$ 121,000.00	$ 4,000.00	$ 125,000.00
Final Design	$ 125,000.00	$ 4,000.00	$ 129,000.00
Utilities	$ 16,000.00	$ -	$ 16,000.00
Right-of-Way	$ 20,200.00	$ -	$ 20,200.00
Construction	$ 416,564.00	$ 10,000.00	$ 426,564.00
SUBTOTALS	$ 698,764.00	$ 18,000.00	$ 716,764.00

COST SHARING (Municipality Incurred Costs)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 (0%) (If Applicable)	Phase Subtotals
Preliminary Engineering	$ 96,800.00	$ 18,150.00	$ 6,050.00	$ -	$ 121,000.00
Final Design	$ 100,000.00	$ 18,750.00	$ 6,250.00	$ -	$ 125,000.00
Utilities	$ 12,800.00	$ 2,400.00	$ 800.00	$ -	$ 16,000.00
Right-of-Way	$ 16,160.00	$ 3,030.00	$ 1,010.00	$ -	$ 20,200.00
Construction	$ 333,251.20	$ 62,484.60	$ 20,828.20	$ -	$ 416,564.00
TOTALS	$ 559,011.20	$ 104,814.60	$ 34,938.20	$ -	$ 698,764.00

COST SHARING (Commonwealth Incurred Cost)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 (0%) (If Applicable)	Phase Subtotals
Preliminary Engineering	$ 3,200.00	$ 600.00	$ 200.00	$ -	$ 4,000.00
Final Design	$ 3,200.00	$ 600.00	$ 200.00	$ -	$ 4,000.00
Utilities	$ -	$ -	$ -	$ -	$ -
Right-of-Way	$ -	$ -	$ -	$ -	$ -
Construction	$ 8,000.00	$ 1,500.00	$ 500.00	$ -	$ 10,000.00
TOTALS	$ 14,400.00	$ 2,700.00	$ 900.00	$ -	$ 18,000.00

TOTAL COST

	Federal	State	Municipality	Total	
	($573,411.20)	($107,514.60)	($35,838.20)	($716,764.00)	

COUNTY: MERCER

MUNICIPALITY: FRENCH CREEK TOWNSHIP

PROJECT NAME: OLD ROUTE 322 BRIDGE

EXHIBIT "5A"

October 14, 2011

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offer or, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C. F. R. § 35.130,* and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "MM"