

Drafted by: Utilities Division  
Sponsored/Referred by: Managing Director  
Introduced on: January 11, 2016  
Advertised on: N/A

RESOLUTION NO. 3 - 2016

Whereas, the City of Reading in cooperation with PennDOT intends to complete the replacement of crosswalks at Second and Penn Streets and Third and Penn Streets; and

Whereas, Transportation Enhancement Funds were made available to fund the project; now therefore,

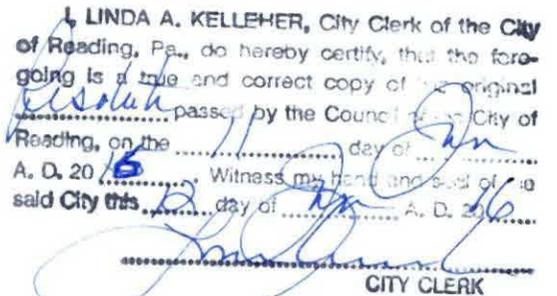
The Council of the City of Reading hereby resolves as follows:

The Mayor is authorized to execute the Federal-Aid Reimbursement Agreement for the Penn Street Crosswalk Project, PennDOT MPMS No. 76614.

Adopted by Council on Jan 11, 2016  
  
President of Council

Attest:

  
City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 11 day of Jan, A. D. 2016. Witness my hand and seal of the said City this 11 day of Jan, A. D. 2016.  
  
CITY CLERK



December 30, 2015

Tim Krall, P.E.  
City of Reading  
Utilities Division  
503 North 6th Street  
Reading, PA 19601

Reference: City of Reading Crosswalks, MPMS 76614  
Transportation Enhancement Program  
Supplemental Federal-Aid Reimbursement Agreement

Dear Mr. Krall,

We have enclosed one copy of the proposed Supplemental Transportation Enhancement Federal-Aid Reimbursement Agreement between the Commonwealth of Pennsylvania, acting through the Department of Transportation (Department), and the City of Reading. If the agreement is acceptable as written, please follow these instructions:

1. On page 1, please do not date the agreement, as this will be done when the Department executes the agreement.
2. Sign and seal page 9. A resolution naming the individuals who are authorized to sign the agreement must be attached to the signed copy.
3. Please return the agreement to our office immediately after it has been signed and dated. The Department must approve the agreement within 60 days of the dated signatures.

The Department will sign, date, and return an executed copy of the supplemental agreement to the City.

If you have any questions, please contact me at (717) 540-6040.

Sincerely,  
McCormick Taylor, Inc.

A handwritten signature in cursive script that reads "Cristie Barry".

Cristie Barry  
Project Manager for  
PennDOT District 5-0

Enclosure

220/MHK

EFFECTIVE DATE \_\_\_\_\_  
(DEPARTMENT will insert)

AGREEMENT NO. 057087B  
FEDERAL ID NO. 23-6001907  
SAP VENDOR NO. 138883

COUNTY Berks  
MUNICIPALITY City of Reading  
MPMS NO. 76614

**TRANSPORTATION ENHANCEMENTS PROGRAM**  
**FEDERAL-AID REIMBURSEMENT AGREEMENT**  
**(POLITICAL SUBDIVISIONS AND OTHER PUBLIC BODIES)**

THIS AGREEMENT is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("DEPARTMENT"),

a n d

the City of Reading, Berks County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("SPONSOR").

W I T N E S S E T H:

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, Pub.L. 109-59, 119 Stat. 1144, approved August 10, 2005 ("SAFETEA-LU"), continues the funding instituted by the Intermodal Surface Transportation Efficiency Act of 1991, Pub. L. 102-240 ("ISTEA"), and continued by the Transportation Equity Act for the 21<sup>st</sup> Century, Pub. L. 105-178 ("TEA-21"), for transportation enhancements activities; and,

WHEREAS, 23 U.S.C. Section 101(a)(35) defines the activities that qualify as transportation enhancements activities and are thus eligible for the funding authorized by SAFETEA-LU; and,

WHEREAS, the DEPARTMENT will receive federal funding under SAFETEA-LU from the United States Department of Transportation, Federal Highway Administration ("FHWA") through 2009 to be spent on a statewide Transportation Enhancements Program ("Program"), in accordance with 23 U.S.C. Sections 133(b)(8) and 133(d)(2); and,

WHEREAS, the DEPARTMENT and the SPONSOR, under date of March 22, 2007, entered into an Agreement designated in the DEPARTMENT's files as Reimbursement Agreement No. 057087 ("Agreement"), wherein the SPONSOR signified its willingness to participate in the Program and proceed with the project and the DEPARTMENT agreed to provide federal-aid funding made available to it from the United States department of Transportation, Federal Highway Administration pursuant to the Program for the Project, in accordance with the terms, conditions and provisions of the Agreement; and,

WHEREAS, the DEPARTMENT and the SPONSOR, under date of April 10, 2012, entered into an Agreement designated in the DEPARTMENT's files as Reimbursement Agreement No. 057087A ("Agreement A"), wherein the SPONSOR and the DEPARTMENT agreed to supplement the Agreement to provide additional funding for Construction and Construction Inspection; and,

WHEREAS, the Project requires additional federal funding, for which the necessary approvals have already been secured; and,

WHEREAS, it is necessary for the parties to supplement the Agreement to add the additional federal funding for the Project; and,

WHEREAS, the parties are willing to add and authorize additional federal funding for the Project; and to make other modifications to the Agreement, in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties, with the intention of being legally bound, agree to the following:

1. The foregoing recitals are incorporated by reference as a material part of this Supplemental Agreement.

2. Agreement A is amended by the addition of the following, as Paragraph 11(j) and (k):

(j) If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in subparagraph (e), the following procedures shall apply:

(i) The SPONSOR shall submit to the DEPARTMENT, on a monthly basis, through the DEPARTMENT'S local Engineering District Office, certified periodic (maximum of two (2) per month) invoices for reimbursement.

(ii) The SPONSOR shall include with the invoices verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or a certified letter from the consultant(s) or contractor(s) acknowledging payment.

(iii) After reviewing the verification concerning payment of the consultant(s) or contractor(s) and material certifications and determining them to be satisfactory, the Engineering District Office shall approve the invoices for payment.

(iv) Upon approval of the invoices, the Engineering District Office shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, federal project number, federal percentage, and invoice amount, together with a copy of the payment estimate.

(v) The DEPARTMENT shall submit these certified invoices to the FHWA for payment of the federal share. As FHWA funds are made available, the DEPARTMENT shall reimburse the SPONSOR for the proportionate share of the approved charges.

(k) The SPONSOR shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in subparagraph (a) to the DEPARTMENT within nine (9) months of the acceptance of the Project. If the SPONSOR fails to submit its final invoices within this nine- (9-) month period, it may forfeit all remaining federal financial participation in the Project.

3. The Agreement is amended by replacing Paragraph 12 in its entirety with the following:

(a) If the cost for any phase of the Project listed in Exhibit "A" is blank, necessitating the subsequent provision of funding over the life of the Project, or the cost of any phase

increases, causing the total estimated cost of the Project to increase, the parties must execute a letter of amendment that will include a revised Exhibit "A." The DEPARTMENT cannot pay or reimburse the SPONSOR for the additional costs until the parties execute the letter of amendment. Adequate federal funds must be available before the parties execute the letter of amendment. The letter of amendment is not effective until duly authorized representatives of the SPONSOR, the DEPARTMENT, 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 "E" and made a part of this Agreement.

(b) If the DEPARTMENT determines that the cost for any phase listed on Exhibit "A" should be redistributed, and the redistribution does not result in an increase or decrease in total Project costs or any increase in costs to the SPONSOR, the DEPARTMENT will redistribute such costs by sending the SPONSOR notification by means of a letter of adjustment that will include a revised Exhibit "A". The DEPARTMENT cannot pay or reimburse the SPONSOR for the costs of these phases until the Office of Comptroller Operations signs and dates the letter of adjustment. The SPONSOR's signature is not required for the letter of adjustment to be effective. A sample letter of adjustment is attached as Exhibit "F" and made part of this Agreement.

4. The Agreement is amended by the addition of the following, to Paragraph 16:

This Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a

lawsuit on or under this Agreement.

5. The Agreement is amended by replacing Paragraph 20 in its entirety with the following:

#### REQUIRED CONTRACTOR ASSURANCE

(a) The SPONSOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedies that include: (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

(b) If the SPONSOR is providing services or supplies for the Pennsylvania Department of Transportation pursuant to this contract, it must include this assurance in each subcontract that it signs with a subcontractor. If the SPONSOR is a grantee or other recipient of funds from the Department of Transportation, it must include this assurance in each contract into which it enters to carry out the project or activities being funded by this contract.

6. The Agreement is amended by the addition of the following Paragraph:

#### USEFUL LIFE

The parties agree that the estimated useful life of the

completed Project improvements is twenty (20) years and that the federal funding provided under this Agreement shall be amortized over the estimated useful life of the Project improvements in equal amounts annually. If in the opinion of the DEPARTMENT the original use of the real property is converted by sale or otherwise to another use inconsistent with the original use for which the federal funding is being provided, the SPONSOR shall take one of the following actions:

- (i) Replace the project improvements, without financial participation from the DEPARTMENT or FHWA, with an equivalent group of improvements, as determined and approved by the DEPARTMENT and the FHWA, or
- (ii) Repay the DEPARTMENT the unamortized amount of federal funding provided under this Agreement. The amount to be repaid shall be calculated by taking the total amount of federal funding received by the SPONSOR pursuant to this Agreement and any supplements; dividing the amount by the estimated useful life of the Project improvements; and then multiplying the result by the number of years of estimated useful life remaining on the Project at the time of the sale or other conversion of the property.

7. References to DEPARTMENT Publication 98, *LPA Brochure: A Guide for Local Public Agency*, within Agreement 057087 or its exhibits are hereby deleted and replaced with DEPARTMENT Publication 740, *Local Project Delivery Manual*, which supersedes and incorporates the publication. All references within Agreement 057087 to Publication 98 are henceforth understood to refer instead to the relevant portion(s) of Publication 740.

8. The total Federal participating cost amounts in Exhibit "AA" of Agreement No. 057087A are revised from the amount of THREE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$334,800.00) to FOUR HUNDRED EIGHTY TWO THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS (\$482,774.00).

9. Exhibit "AA" of Agreement No. 057087A is hereby revised in accordance with Exhibit "AAA" attached hereto and made a part hereof. Exhibit "AAA" of this Supplemental Agreement replaces in its entirety Exhibit "AA" of Agreement No. 057087A.

10. This Supplemental Agreement will not be effective until it has been executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. The authorizations granted by this Supplemental Agreement shall be further contingent upon written approval of the FHWA, if necessary.

11. All other terms, conditions and provisions of Agreement No. 057087 and 057087A, which have not been changed by this Supplemental Agreement, shall remain in full force and effect.

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive DATE

City of Reading \*  
(Name of SPONSOR)

ATTEST:

\_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(SEAL)

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

APPROVED AS TO LEGALITY  
AND FORM

FUNDS COMMITMENT DOCUMENT NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE  
UNDER SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
for Comptroller Operations Date

Preapproved Form:  
OGC No. 18-K-2684  
Approved OAG 10/22/09

\* Unless the individuals signing this Agreement on behalf of the SPONSOR are authorized to do so by statute or regulation, the SPONSOR's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.

Agreement No. 057087B split 100%, expenditure amount of \$482,774.00, for federal funds and 0%, expenditure amount of \$0.00, for state funds. The related federal assistance program name and number is Highway Planning and Construction (Highway Bill); 20.205. The state program name and SAP fund is N/A; N/A. This paragraph does not affect the costs to the SPONSOR.

political subdivisions

**STANDARD TRANSPORTATION ENHANCEMENTS  
ATTACHMENT 'AAA'**

Agreement No: 057087B

MPMS No: 76614

County: Berks

Municipality: City of Reading

Project Name: City of Reading Crosswalks

**Derivation of Projects Costs = (Check One)**

- Federal Aid Contribution: \$482,774.00 for Construction phase.**  
(enter amount)  
(100% Federal Aid for Construction / 100% Sponsor dollars for design)
- Federal Aid Contribution : \$ \_\_\_\_\_ for all phases.**  
(enter amount)  
(80% Maximum Federal Aid/20% Minimum Sponsor Dollars)

**Participant**

<u>Reimbursable Activity</u>	Federal	Commonwealth	Sponsor	Department Incurred Cost (if any)	Subtotal
Preliminary Design and Environmental Studies			\$20,000		\$20,000
Final Design			\$10,000		\$10,000
Right of Way					
Utilities					
Construction and Construction Inspection	\$482,774				\$482,774
<b>Subtotal</b>	\$482,774		\$30,000		\$512,774
<b>Total Project Cost</b>					\$512,774

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 total project costs from \$ (current dollar amount) to \$ (new dollar amount), as shown in the attached Exhibit " .” 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 signing and noting your title where indicated. Please attach a resolution verifying your authorization to sign this letter of amendment.

*IF APPLICABLE: Since the date of the Original Agreement, some standard provisions and accompanying exhibits have been updated; copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the Original Agreement.*

Your response is required no later than (Date).

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

Signature: Date:

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 Comptroller Operations 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

Exhibit E

Approved for Form and Legality:

\_\_\_\_\_ Date  
for Chief Counsel

\_\_\_\_\_ Date  
Comptroller Signature

Reimbursement Amendment 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 number is \_\_\_\_\_ ; \_\_\_\_\_ .

Sample

Exhibit  E

## SAMPLE LETTER OF ADJUSTMENT

**Date**  
**Municipality Name**  
**ATTN: Contact**  
**Address**  
**City, State Zip**

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

Dear Local Project Sponsor(s):

Per the terms of the subject agreement, the Department will redistribute the costs in the current Estimated Project Cost Exhibit, with no change in the total Project costs, by increasing/decreasing the costs of the phases within the project as shown below and as further detailed in the attached Exhibit " ", which replaces the current exhibit.

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

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.

If you have any concerns of the redistribution of costs, please contact us within ten (10) days of this notice; otherwise, the redistribution will be processed as detailed above.

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

Sincerely,

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
(Asst.) District Executive                      Date

\_\_\_\_\_  
Office of Comptroller Operations                      Date

Reimbursement Amendment No.                      is split                      %, expenditure amount of                      for federal funds  
 and                      %, expenditure amount of                      for state funds. The related federal assistance program and number is  
 ;                      . The state assistance program name and number is                      ;

Exhibit   F