

Dobel, Suzanne

From: Barry, Cristie L. <CLBarry@mccormicktaylor.com>
Sent: Wednesday, June 15, 2022 11:56 AM
To: Varughese, Nelson
Cc: Dobel, Suzanne
Subject: Allentown Signals MTF Supplemental Reimbursement Agreement for Signature
Attachments: MTF City of Allentown 057444C Third Amendment and Exhibits.pdf

Hi Nelson,

Attached is the supplemental reimbursement agreement to shift funds between phases and remove the language about the intersection portion of the project. Please review and let me know if you have any questions prior to the City signing. You will need to provide a new resolution stating who is authorized to sign and to attest the signing of the agreement.

Thanks,

Cristie Barry, MA
Associate Project Manager, Environmental Services
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EXHIBIT "AAAA"

Project Cost Estimate

<h2>Multimodal Transportation Fund</h2>
Sponsor: City of Allentown
Project Name: Allentown Signal Improvements

NOTES:

1. MTF Funds for Engineering/Design and Construction Inspection cannot be more than 10% of the MTF Grant Award.
2. If there is more than one source for Sponsor Match funds, attach additional sheets as needed.

Reimbursable Activity	MTF Funds	Sponsor Match	Source	Other	Subtotals
Engineering/Design (PE & FD)	\$184,863	\$0		\$0	\$184,863
Utility Relocation	\$0	\$0		\$0	\$0
Right of Way Acquisition	\$0	\$0		\$0	\$0
Construction	\$1,885,137	\$1,571,000	Allentown City Capital Fund	\$0	\$3,456,137
Construction Inspection	\$0	\$0		\$0	\$0
Subtotals	\$2,070,000	\$1,571,000		\$0	\$3,641,000

TOTAL PROJECT COST

\$3,641,000

EXHIBIT "JJ"

MULTIMODAL TRANSPORTATION FUND MATCHING FUNDS DOCUMENTATION

Project Recipient:	City of Allentown
Project Title:	Allentown Signal Improvements
County:	Lehigh
Municipality:	City of Allentown
Total Project Cost:	\$3,641,000
Amount of Award:	\$2,070,000
Amount of Matching Funds Documented on MTF Application:	\$1,571,000

Sources of Matching Funds	AMOUNT	DATE FUNDS WERE SECURED	FUNDS USED FOR MATCH IN OTHER PROGRAMS? Y/N
Allentown City Capital Fund	\$1,400,000	3/19/14	N
Allentown City Capital Fund	\$171,000	12/3/14	N
TOTAL			

EXHIBIT "BB"

Form Date: February 10, 2015

Multimodal Transportation Fund

Recipient: City of Allentown

Project Scope (short narrative): Safety and operational improvements in downtown Allentown, including a traffic responsive signal system and GPS at 56 intersections

PROJECT EVALUATION INTENSITY

Element	Level of Intensity
Consultant Selection (if Engineering costs are to be reimbursed)	Pub 93 or verification of quality based selection procedures
Engineering/Design (PE & FD)	Level II
Environmental Coordination	State Environmental Document
Utility Relocation	Level II
Railroad Considerations/PUC	Level I
Right of Way Acquisition	Level II
Contract Development/Bid Letting	Level I
Construction/Construction Inspection	Level II

Effective Date: _____
SPONSOR: City of Allentown

Reimbursement Agreement No.: 057444C
FID No.: 23-6003116
SAP Vendor No.: 177523
MPMS No.: 106849
Related ECMS Agreement No. _____

**THIRD AMENDMENT TO MULTIMODAL FUND GRANT REIMBURSEMENT
AGREEMENT FOR HIGHWAY AND BRIDGE PROJECTS**

This Third Amendment to MULTIMODAL FUND GRANT REIMBURSEMENT AGREEMENT FOR HIGHWAY AND BRIDGE PROJECTS ("Third Amendment") is made and entered into between the Commonwealth of Pennsylvania, Department of Transportation ("Department");

and

City of Allentown ("SPONSOR").

WHEREAS, the parties entered into Agreement No. 057444 on May 25, 2017 ("Original Agreement") for the safety and operational improvements in downtown Allentown ("Project");

WHEREAS, the Original Agreement had been previously amended in the years of 2019 and 2021 via Letters of Amendment;

WHEREAS, the parties now intend to further amend the terms of the Original Agreement, as amended, to update the Project scope and exhibits in the Original Agreement, as amended.

The Parties, intending to be legally bound, agree that the Original Agreement, as amended shall be further amended as follows:

1. Paragraph 3 of the RECITALS, in the Original Agreement is struck in its entirety and replaced by the following:

WHEREAS, the SPONSOR has submitted a request (“the application”) for DEPARTMENT funds in an amount not to exceed \$2,070,000 for safety and operational improvements in downtown Allentown, including a traffic responsive signal system and GPS at 56 intersections.

2. Paragraph 2(a), GENERAL PROVISIONS, is amended to remove the following areas from the scope of the Project:

Street Name:

Lehigh St./Union
St., 6th St./Union St.

Project Limits:

Intersection of Lehigh/Union and 6th/
Union

3. Paragraph 30(a) through (c) of the Original Agreement, AUTOMATED CLEARING HOUSE PROVISIONS, is struck in its entirety and replaced with the following:

- (a) The Commonwealth will make payments to the Sponsor through ACH. Within 10 days of the execution of this Agreement, the Sponsor must submit or must have already established its ACH information in the Commonwealth’s Master Database. The Sponsor will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

- (b) The Sponsor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Sponsor to properly apply the state agency's payment to the respective invoice or program.
- (c) It is the responsibility of the Sponsor to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

4. Exhibit "AAA" of the Original Agreement, as amended, is deleted in its entirety and replaced with Exhibit "AAAA," attached hereto and incorporated by reference herein as though set forth at length. All references to Exhibit AAA in the Original Agreement are replaced with references to Exhibit AAAA.

5. Exhibit "B" of the Original Agreement is deleted in its entirety and replaced with Exhibit "BB," attached hereto and incorporated by reference herein as though set forth at length. All references to Exhibit B in the Original Agreement are replaced with references to Exhibit BB.

6. Exhibit "J" of the Original Agreement is deleted in its entirety and replaced with Exhibit "JJ," attached hereto and incorporated by reference herein as though set forth at length. All references to Exhibit J in the Original Agreement are replaced with references to Exhibit JJ.

7. Capitalized terms used in this Third Amendment and not otherwise defined in this Third Amendment shall have the meanings specified for such terms in the Original Agreement, as amended.

8. Except as explicitly provided by this Third Amendment, the other provisions of the Original Agreement, as amended, shall remain in full force and effect.

9. This Third Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

[The remainder of this page is intentionally left blank.]

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

ATTEST

SPONSOR*

Title: Date

BY _____
Title: Date

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

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
(Asst.) District Executive Date

APPROVED AS TO LEGALITY

AND FORM

BY _____
for Chief Counsel Date

Funds Commitment Document No.

BY _____
Deputy General Counsel Date

BY _____
for Comptroller Operations Date

BY _____
Deputy Attorney General Date

18-013

Reimbursement Agreement 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 _____; _____.

Expenditure Status Report

CITY OF ALLENTOWN
 1/1/2022 through 12/31/2022

001 CAPITAL FUND
 03 PUBLIC WORKS
 2000 TRAFFIC SIGNAL ADAPTIVE SYSTEM

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
1412 OTHER NON CITY						
1412-76 CONSTRUCTION CONTRACTS	6,033.52	0.00	0.00	0.00	6,033.52	0.00
Total OTHER NON CITY	6,033.52	0.00	0.00	0.00	6,033.52	0.00
1710 STATE AID						
1710-72 EQUIPMENT	1,350,000.00	1,312,850.00	1,312,850.00	0.00	37,150.00	97.25
1710-76 CONSTRUCTION CONTRACTS	526,875.03	537.56	537.56	9,421.01	516,916.46	1.89
Total STATE AID	1,876,875.03	1,313,387.56	1,313,387.56	9,421.01	554,066.46	70.48
Total TRAFFIC SIGNAL ADAPTIVE SYSTEM	1,882,908.55	1,313,387.56	1,313,387.56	9,421.01	560,099.98	70.25

+ 50,000
 = 566,916.46
 = 576,337
 = 25,090⁺
 17,200⁻
 #7890⁺

#17,200

MCT Insp. → \$ 17,200.00
 Wyoming → \$551,247.00
 CIP → 1,312,850.00

TOTAL \$ 1,864,097

Agreement-Const. \$ 1,885,137

= 21,040⁺

SCHEDULE OF PRICES

PROPOSAL PAGE		CITY OF ALLENTOWN PURCHASING OFFICE 435 HAMILTON STREET ALLENTOWN, PA 18101		BID NO. 2022-13		PAGE B	
				FIRM NAME (must be filled in)			
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE		
1	MOBILIZATION	1	LS	§ 26,500.00	§ 26,500.00		
2	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1	LS	§50,000.00	§ 50,000.00		
3	2 INCH CONDUIT	40	LF	§ 10.00	§ 400.00		
4	3 INCH CONDUIT	500	LF	§ 11.00	§ 5,500.00		
5	TRENCH AND BACKFILL, TYPE III	500	LF	§ 65.00	§32,500.00		
6	JUNCTION BOX, JB-27	24	EA	§ 710.00	§ 17,040.00		
7	SIGNAL CABLE, 14 AWG, 3 Conductor	5000	LF	§ 4.00	§ 20,000.00		
8	GPS (RADIO BASED) PREEMPTION SYSTEM FAILSAFE LIGHT (INSTALL ONLY)	153	EA	§ 390.00	§ 59,670.00		
9	VIDEO DETECTOR, GRIDSMArt (INSTALL ONLY)	20	EA	§ 1,560.00	§ 31,200.00		
10	ETHERNET SWITCH, COMNET 8 PORT, MANAGED (INSTALL ONLY)	20	EA	§ 900.00	§ 18,000.00		
11	CONTROLLER MODIFICATION	36	EA	§ 3,250.00	§ 117,000.00		
12	CONTROLLER ASSEMBLY MODIFICATION	20	EA	§ 3,400.00	§ 68,000.00		
13	ENCOM BROADBAND RADIO COMMUNICATIONS SYSTEM, 5.8 GHZ (INSTALL ONLY)	29	EA	§ 1,450.00	§ 42,050.00		
14	4" CONDUIT HUB	31	EA	§ 577.00	§ 17,887.00		
15	INSTALLATION OF GROUNDING SYSTEM	10	EA	§ 1,310.00	§ 13,100.00		
16	COMMUNICATION RADIO ANTENNA ADJUSTMENT	36	EA	§ 900.00	§ 32,400.00		
BID 2022-13 TRAFFIC SIGNAL IMPROVEMENTS AND SYSTEM MODIFICATIONS PHASE 1A TOTAL						\$551,247.00	