



TOWNSHIP OF ABINGTON

PUBLIC WORKS COMMITTEE

*Drew Rothman, Chair
Tom Bowman, Vice-Chair
Dennis Zappone
Ken Brodsky
Jessica Carswell*

A G E N D A

May 1, 2019

7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. CONSIDER APPROVAL OF MINUTES
 - a. Motion to approve Committee Meeting minutes of March 6, 2019
4. PRESENTATION
5. UNFINISHED BUSINESS
6. NEW BUSINESS

PUBLIC WORKS COMMITTEE *COMMISSIONER DREW ROTHMAN, CHAIR*

- a. **PW-01-050919** Consider a motion to approve the First Amendment to Commonwealth Financing Authority Grant No. C000065056 extending the termination date to June 30, 2020.
 - b. **PW-02-050919** Consider a motion to approve Change Orders #1 and #2 to support additional right-of-way for the ADA ramps to be installed at Easton Road and the two Rubicam Avenue intersections.
 - a. **PW-03-050919** Consider findings and determine next steps resulting from the Ardsley area Storm Water study.
7. PUBLIC COMMENT
 8. ADJOURNMENT



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 24, 2019

DATE

Public Works

DEPARTMENT

PW-01-050919

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

First Amendment To Commonwealth Financing Authority Grant No. C000065056

EXECUTIVE SUMMARY:

Laurie Henry, Economic Development Analyst from the PA DCED – Grants Division has requested that we extend the deadline for the existing \$100,000 grant by 1 year to June 30, 2020 and has provided 2 copies of the "First Amendment to Grant No. C000065056" for our execution.

Due to the significant frequent rains from April 2018 into 2019, we have been monitoring the Inflow & Infiltration (I&I) flow rates in the Stewart Avenue meter drainage area as well as the Keswick meter area, that was included in the original grant application description. It is my intent to expand the I&I scope of work into the Stewart Avenue meter drainage area as well as the Keswick drainage area. The scope of a future I&I contract will be the same as we proposed in the original grant application, however, sanitary sewer lines in both drainage areas will be targeted rather than the one area.

PREVIOUS BOARD ACTIONS:

The PA Small Water and Sewer Program Grant Agreement Contract No. C000065056 was approved and executed on April 13, 2017.

RECOMMENDED BOARD ACTION:

Motion to approve the First Amendment To Commonwealth Financing Authority Grant No. C000065056 extending the termination date to June 30, 2020.

COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

FIRST AMENDMENT TO GRANT NO. C000065056

This Amendment to Grant Agreement (the "Amendment") is entered into by and between the **Commonwealth Financing Authority**, hereinafter referred to as the "**Grantor**", and

**ABINGTON TOWNSHIP
1176 Old York Road
Abington, PA 19001-3713**

hereinafter referred to as the "**Grantee**".

WITNESSETH:

WHEREAS, the **Grantor** entered into a Grant Agreement (the "Grant") with the **Grantee**, and

WHEREAS, the **Grantor** wishes to amend the Grant to allow the **Grantee** to carry out the activities authorized under the Grant, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

4. The termination date of this Grant, as amended, will be JUNE 30, 2020.
4. The Grant Activity Period, as amended, will be MARCH 29, 2017 to JUNE 30, 2020.
4. The total amount of this Grant shall remain **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS-----**.
4. All terms and conditions of this Grant not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



X By _____ (Seal)

X Title _____

X Date _____

Executive Director Date

X By _____

X Title _____

X Date _____

For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel Date

Office of Attorney General Date

March 5, 2019

Michael LeFevre, Township Manager
ABINGTON TOWNSHIP
1176 Old York Road
Abington, PA 19001-3713

Re: Contract No. C000065056

Dear Grantee:

Enclosed is one copy of amendment number one for your above referenced Grant.

Please have two (2) officials or authorized representatives sign the amendment with original signatures, titles and dates entered and return **ALL DOCUMENTS** as soon as possible to the address listed below.

When executed, a complete copy of the fully signed amendment will be returned to you for your files.

If you have any questions concerning your amendment, please contact the Site Development Office at 717-787-6245.

Sincerely,



Gregory D. Welker
Director
CFA Programs Division

Enclosure

COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

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4. All terms and conditions of this Grant not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



X By _____ (Seal)

X Title _____

X Date _____

Executive Director Date

X By _____

X Title _____

X Date _____

For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel Date

Office of Attorney General Date



June 12, 2017

Michael LeFevre, Township Manager/Secretary
ABINGTON TOWNSHIP
1176 Old York Rd
Abington, PA 19001-3713

Re: Contract No. C000065056

Dear Grantee:

Enclosed is your copy of the fully executed grant agreement for the above referenced project. Also enclosed is the following:

- **Voucher Transmittal Form and Instructions**: This form should be completed and submitted in accordance with the enclosed instructions.

Sincerely,

Ryan P. Emerson
Director
CFA Programs Division

Enclosures

COMMONWEALTH FINANCING AUTHORITY (CFA)
Instructions for Completing the Payment Request Form

When the CFA has received and approved the items required in the grant approval letter, it will be possible to request funds from the CFA. Please make sufficient copies of the blank Payment Request form provided for the duration of your project. We recommend you use this instruction sheet as a checklist before you send in the Payment Request form.

- Date the top of the page and have the document executed at the bottom of the page by two authorized company officials. Confirm that the grantee information is correct.
- As shown in the sample, identify each vendor and provide a general description of the item/service purchased with each. Under "Status", identify if the invoice has been "Paid" or "Incurred". Under "Amount", show the corresponding total amount of the invoice(s).
- Continue to list vendors and the amount on the payment request form for all the costs for which payment is requested.
- Be sure to attach all invoices or contracts that are related to the costs listed on the voucher.
- Multiple invoices for one vendor should be shown in only one column using the grand total of the invoices included with the request. Reimbursements must be limited to one page. Please use an additional sheet of paper to show corresponding detail.
- PA Small Water and Sewer funds may be used to pay up to 85% of the total eligible project cost.
- When all vendors, amounts, and invoices are listed and attached, total the amount in the right hand column.
- Select payment method and complete the corresponding bank information if choosing a wire transfer. Requests for wire transfers must be accompanied by a letter signed by an authorized officer of the grantee on their company letterhead and attach to requisition.
- Please refer to the commitment letter for additional items that must be submitted to properly process your payment request
- Invoices on any remaining grant balance must be submitted prior to the termination date of the Grant Agreement.

The payment request form will be reviewed with the invoices attached, and with everything in order, we estimate it will take 2-3 weeks to process payment.

NOTE 1: Following the execution of the grant agreement, applicants can begin to request funds for reimbursement. Grantee may submit payment request every 30 days.

NOTE 2: Any and all costs, including planning, designing of the project, and construction incurred prior to CFA approval of the grant award are considered ineligible.

FINAL INSTRUCTIONS:

Final payment request and invoices must be submitted no later than the 1st day of the second month after the grant agreement expiration date. Within 45 days of the Grantee's receipt of final payment of Grant funds, the Grantee must submit copies of all cancelled checks verifying the payment of eligible project costs (Article XIV of the Grant Contract). Should you have any questions, do not hesitate to contact our office immediately at (717) 787-6245.

Department of Community and Economic Development
Center for Business Financing, CFA Development Division
400 North Street-4th Floor
Harrisburg, PA 17120

Attachments:

1. "Sample" PA Small Water & Sewer Payment Request Form
2. PA Small Water & Sewer Payment Request Form

Analyst: Laurie Henry

COMMONWEALTH FINANCING AUTHORITY (CFA) PAYMENT REQUEST FORM

Payor: **Commonwealth Financing Authority/DCED**
Commonwealth Keystone Building
400 North Street, Fourth Floor
Harrisburg, Pennsylvania 17120-0225

Date Prepared: _____

Grantee: **ABINGTON TOWNSHIP**
Address: **1176 Old York Rd**
Abington, PA 19001-3713

REIMBURSEMENT # _____

CONTRACT# C000065056

VENDOR/DESCRIPTION	STATUS	AMOUNT
TOTAL		\$
PA Small Water & Sewer Program Amount (85% of Total)		\$

Pursuant to the Grant Agreement between the above Grantee and the Commonwealth Financing Authority (CFA), we certify the obligations named herein were actually incurred, in accordance with the approved PA Small Water & Sewer Program project. Details of costs incurred, in the amount of \$ _____, are herewith provided to the Commonwealth Financing Authority (CFA). We further certify that information contained hereon is subject to penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Grantee Signature _____
AUTHORIZED OFFICIAL and TITLE

Grantee Signature _____
AUTHORIZED OFFICIAL and TITLE

Payment Method:

Check: _____
Wire: _____

Please complete the following (wire transactions only):

Institution: _____ Address: _____
Routing No. _____
Account No. _____ Bank Account Name: _____

If no method is selected, a check will be mailed to the payee at the above address

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

PA SMALL WATER AND SEWER PROGRAM GRANT AGREEMENT

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**ABINGTON TOWNSHIP
1176 Old York Rd
Abington PA 19001-3713**

(the "Grantee").

BACKGROUND:

Section 1774.1-A of the Act of July 18, 2013 (P.L. 574, No. 71), as amended by the Act of April 25, 2016 (P.L. 168, No. 25), known as the Fiscal Code, authorizes the Commonwealth Financing Authority to award for fiscal year 2015-2016 and 2016-2017 up to \$22,000,000 in grants to eligible applicants from all geographic areas of the Commonwealth for water or sewer projects with a cost of not less than \$30,000 and not more than \$500,000, pursuant to guidelines adopted by the Authority.

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2019, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between MARCH 29, 2017 and JUNE 30, 2019 (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

- (2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

- (a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places

customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. Enclosure 2 to Management Directive 215.16 Amended Page 2 of 2.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between

the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgsweb.state.pa.us/DebarmentList_portlet/ or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

- (d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

- (e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee 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.

The Grantee 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 Grantee's failure to comply with the provisions of the above paragraph.

- (f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (A) "Affiliate" means two or more entities where:
 - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
 - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
 - (iii) the entities have a common proprietor or general partner.
- (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the

Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

(J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (a) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (b) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (a) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (b) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is

Requested Information and may be a public record under the RTKL; and

- (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**ARTICLE VI
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary

benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be

combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof.. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

**ARTICLE XIX
SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

**ARTICLE XX
CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Federal Identification Number 236000025

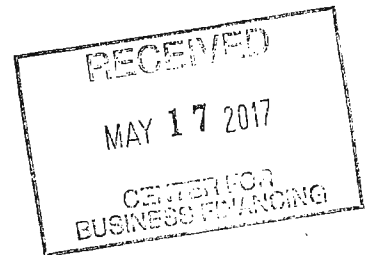
Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only

X By Wayne C. Luker (Seal)
Wayne C. Luker
X Title President, Board of Commissioners
X Date 4-13-17

Executive Director _____ Date _____

X By Michael LeFevre
Michael LeFevre
X Title Township Manager
X Date 4-13-17



For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel _____ Date _____

Office of Attorney General _____ Date _____

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Federal Identification Number 236000025

Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only

[Signature] 5/15/17
Executive Director Date

X By Wayne C. Luker (Seal)
Wayne C. Luker

X Title President, Board of Commissioners

X Date 4-13-17

X By [Signature]
Michael LeFevre

X Title Township Manager

X Date 4-13-17



For Commonwealth signatures only



Approved as to Legality and Form

[Signature] 5/18/17
Authority Counsel Date

[Signature] 6/5/17
Office of Attorney General Date



COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

April 4, 2017

Michael LeFevre, Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001-3713

Re: PA Small Water and Sewer Program
Grant: \$100,000
Abington Sanitary Rehab Repair '16

Dear Mr. LeFevre:

I am pleased to inform Abington Township (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held March 29, 2017, approved your application (*the "Application"*) for a grant in an amount up to ONE HUNDRED THOUSAND DOLLARS (\$100,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for the inspection, testing, cleaning and repairs of sewer pipe and joints in the Keswick area (*the "Project"*) at the property located in Abington Township, Montgomery County, Pennsylvania. The following conditions shall apply to the Grant award:

1. Receipt by the CFA from the Applicant of all executed contracts for all Project-related work to be performed to ensure that all such contracts contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A, comport with the Pennsylvania Prevailing Wage Act, where applicable, a list of the bid tabulations and a copy of the public advertisement. All contracts must also contain a certificate of insurance, and performance and payment bonds.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-3681. Please refer to Exhibit B of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.
3. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Compliance with the PA Small Water and Sewer Program guidelines.
5. The Applicant must provide the CFA with copies of all approved permits, if applicable.
6. PA Small Water and Sewer projects must have a total project cost between \$30,000 and \$500,000. In the event the Project doesn't meet this requirement, the Applicant may have to repay all or a portion of the Grant award.

Appendix A & B
Contract # C000055056

Page 1 of 6

7. The Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement with regards to work that will be conducted with grant funds.
8. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with grant funds.
9. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
10. The Applicant will maintain full and accurate records with respect to the project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the project as may be requested.
11. The Project must be completed prior to the expiration of the grant agreement.
12. This commitment is contingent upon the availability of CFA funds and upon the balance of the financing being finalized as outlined in your application.

Exhibit C further describes the procedure to access the PA Small Water and Sewer Program grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the CFA Programs Division at (717) 787-6245. The signed commitment letter should be returned to Ryan Emerson, Director, CFA Programs Division, DCED, 400 North Street, 4th Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,



Scott D. Dunkelberger
Executive Director

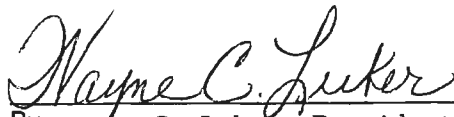
The foregoing terms and conditions are hereby agreed to and accepted this 13th day of APRIL, 2017.

ATTEST:


Secretary Michael LeFevre

(SEAL)

ABINGTON TOWNSHIP


By: Wayne C. Luker, President
Board of Commissioners
FEDERAL TAX IDENTIFICATION NUMBER

236000025

EXHIBIT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Applicant (known herein as "Grantee") agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

EXHIBIT B
PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The ACT's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-3681) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.dli.state.pa.us/laborlaw. From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search."

EXHIBIT C

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

Once the Grant Agreement is mailed out, please sign the Grant Agreement and return it as instructed in the grant cover letter. The signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

Payment of Funds

Submit to the CFA all executed construction contracts, which must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

When you have submitted the required documents to this office, complete the payment request form following the sample provided and return it to this office. The payment request will take from 2-3 weeks to process.

PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project.

The Applicant may begin requesting reimbursement of any eligible costs after the receipt of the fully executed Grant Agreement.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by paid invoices verifying costs incurred. Final paid invoices must be submitted following the completion of the Project for costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.

The following are the procedures for submitting payment requests:

Step One

Prepare payment request form for submission to the CFA. To determine eligible costs, refer to the PA Small Water and Sewer Guidelines.

Step Two

Attach copies of all supporting invoices for costs listed on the payment request form. Invoices must be marked "Paid" or "Incurred."

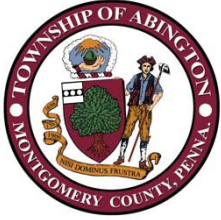
NOTE: Ineligible costs include but are not limited to fees for securing other financing, interest on borrowed funds, and tap in fees.

FINAL INSTRUCTIONS

All payment requests and invoices must be submitted no later than the 1st day of the second month after the expiration date.

Should you have any questions, do not hesitate to contact:

PA Department of Community & Economic Development
Office of Business Financing – CFA Programs Division
PA Small Water and Sewer Program
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225
(717) 787-6245



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 24, 2019

DATE

Public Works

DEPARTMENT

PW-02-050919

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Abington TAP Trail Change Order #1 and #2

EXECUTIVE SUMMARY:

This additional Engineering work supported by the change order amount of \$11,400.00 needs to be done before the project can move forward. This is the requirement of PennDOT.

PREVIOUS BOARD ACTIONS:

April 11, 2019 the Board of Commissioners approved Resolution No. 19-013 - Reimbursement Agreement No. R18060035 (Abington Trail).

RECOMMENDED BOARD ACTION:

Consider a motion to approve Change Orders #1 and #2 to support additional right-of-way for the ADA ramps to be installed at Easton Road and the two Rubicam Street intersections.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-02-050919

DATE INTRODUCED: April 24, 2019

FISCAL IMPACT AMOUNT: \$11,400.00

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

The formal request is from Simone Collins, Inc. for approval of change orders #1 and #2.

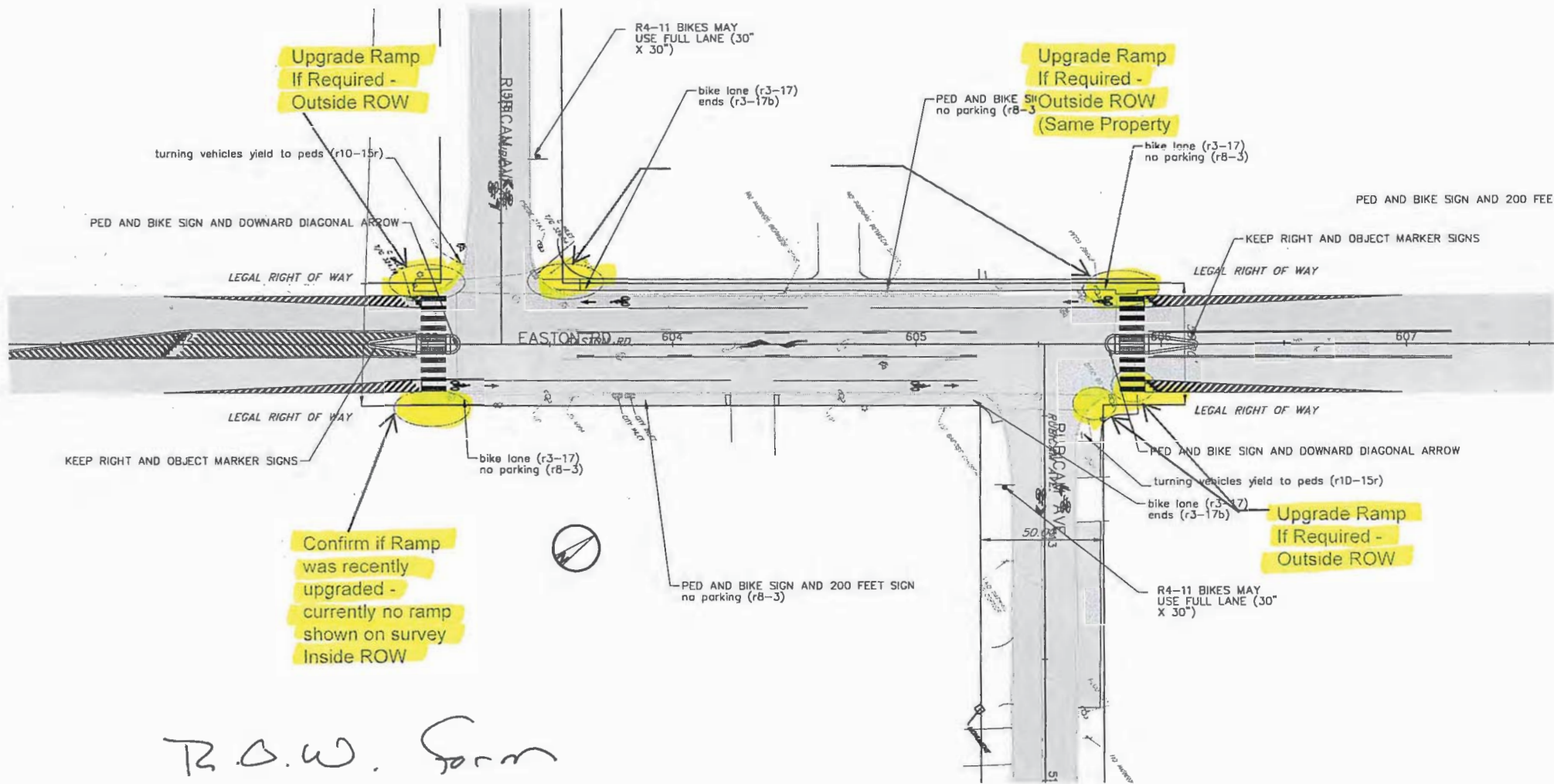
The breakdown is as follows:

Change order #1 from TPD (Traffic Planning and Design, Inc.) is \$9,000.00.

Change order #2 from Bursich is \$2,400.00.

ANALYSIS

This is a PennDOT requirement and the project cannot move forward without approval.



R.O.W. Form
 Utility Form

RESOLUTION NO. 19-013

A RESOLUTION, BY AUTHORITY OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA

AUTHORIZING THE TOWNSHIP MANAGER, TO EXECUTE ALL DOCUMENTS RELATED TO THE REIMBURSEMENT AGREEMENT - R18060035 (ABINGTON TRAIL) and sign this Agreement on behalf of the MUNICIPALITY.

BE IT RESOLVED, by authority of the Board of Commissioners of the Township of Abington, Montgomery County, and it is hereby resolved by authority of the same, that the Township Manager of said MUNICIPALITY be authorized and directed to execute all documents related to the Reimbursement Agreement - R18060035 (Abington Trail) and sign this Agreement on behalf of the MUNICIPALITY.

ATTEST:

TOWNSHIP OF ABINGTON



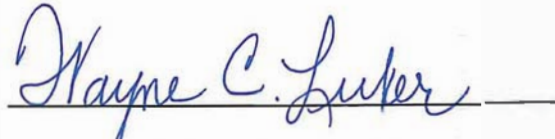
Richard J. Manfredi, Secretary and Township Manager

By: 

Wayne C. Luker, President Board of Commissioners

I, Wayne C. Luker, President of the Board of Commissioners of the Township of Abington, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners held this 11th day of April, 2019.

DATE: 4.16.19



Wayne C. Luker, President Board of Commissioners



April 11, 2019

Mr. Richard Manfredi
Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001
267 536 1000
rmanfredi@abington.org

Re: Proposal for Professional Services
Change Order #1 and # 2
Abington TAP Trail
SC No. 15092.20
DVRPC # MPMS 107966

Dear Mr. Manfredi:

This is a request for change order #1 (Traffic Planning and Design Services) and change order #2 (Bursich Associates) for traffic planning and survey services respectively.

Traffic Planning and Design - Change order #1

The issue of right of way (temporary construction easements in this case) at Easton Road and the two Rubicam Street intersections came up in an ADA plan review noting that new ramps were needed – the crosswalks are all existing there are no changes proposed to their alignments. The existing sidewalks are outside of the right-of-way. Upon learning of the need for right of way plans, TPD presented PennDOT a way around this effort by suggesting that the contractor can use a right of entry to construct the ramp. However, PennDOT wasn't receptive. This is why this work is necessary. Additional information is contained in TPD's proposal which is attached.

Cost for Change Order #1 is \$9,000.00 (TPD proposal attached)

Bursich Associates – Change order #2

To support the work to be completed by TPD, certain new survey information is needed.

- Complete property lines and complete legal ROW along property frontage for all four (4) properties that will be affected by the temporary construction easements

X:\15092.20 Abington TAP CDs\Abington Proposal\190411_Addendum # 1 and #2 .docx

1

- Deeds for the four (4) properties affected by the temporary construction easements

Cost for these two work items is \$250.00 and \$750.00 respectively.

Additionally, there MAY be a need / cost for the completion of base line reference circles IF PennDOT asks for them. We will not know this until after the PennDOT review. We are on the PA State Plane Coordinate System. Usually the coordinates of the baseline and Control Points supplied will suffice as long as they are part of the plan set in a chart format. However, PennDOT MAY ask for "Baseline Reference Circles" which requires additional field work.

The cost for this work item is \$1,400.00. This work item will only be completed if required by PennDOT. We include this item / cost now so that we do not have to come back to the township in several weeks and repeat this process.

Cost of change order #2 is \$2,400.00. (Bursich proposal attached).

Total cost of change order #1 and #2 is \$11,400.00.

Simone Collins adds no mark up to these costs.

AGREED TO AND ACCEPTED BY:

Abington Township

SIMONE COLLINS, INC

BY: _____

BY:  _____



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

Professional Services Agreement – Supplement No. 001-ROW

Date: April 9, 2019 Client: Simone Collins Landscape Architecture

Client Address: 119 Lafayette Street
(no PO Boxes) Norristown, PA 19401

Client Contact: Peter Simone

Project Name: Abington TAP Grant

Municipality/County/State: Abington Township, Montgomery County, PA

TPD Project Manager: Joseph Platt

TPD Project No.: ABTO 00014

Due to additional services that are required for this project at the direction of PennDOT, Traffic Planning and Design, Inc. (TPD) is submitting this Supplement for your review and authorization. The underlying Engineering Services Agreement between Simone Collins Landscape Architecture ("Client") and TPD is dated 03/15/17. Unless specifically stated otherwise in this document, the assumptions, terms, and conditions of that 03/15/17 Agreement will continue to pertain to the services discussed in this document.

AS discussed previously, this issue of right of way (temporary construction easements in this case) only came up in an ADA scoping review that new ramps were needed – the crosswalks are all existing no changes proposed their alignments. Upon learning of the need for right of way plans, we presented PennDOT a way around this effort by suggesting that the contractor can use a right of entry to construct the ramps and PennDOT wasn't receptive. When we have federal dollars on a project, there is little we can do to expedite or work around things through other channels.

To that, I've attached a change of scope for the Township to consider. We have 4 property owners impacted. Because of the funding requirements, there isn't much we can shortcut or abbreviate the approval process once it is determined a ROW plan is needed. I am looking at \$1,500 per property for the plan sheets and easement take info (\$6,000) and another \$3,000 for all the PennDOT plan detail/submission/coordination. It's as aggressive a number as I can do.

Additional Scope of Services

Upon Client's authorization, TPD will perform the following additional services:

- TPD will prepare right-of-way plans for the purposes of the Local Project Sponsor (Abington Township) acquiring the necessary temporary construction easements (TCEs) for the project. TPD will not be responsible for right-of-way appraisals, negotiations, survey or acquisitions.
- TPD will coordinate with the project surveyor to verify that the property owners are current and provide the locations of any reference circles that would be required.
- Individual property plot plans will be prepared for each parcel with easements. The property plot plan shall contain all information necessary to provide a clear understanding, by all parties, of the existing conditions and the taking requirements for the parcel, in accordance with Design Manual Part 3, Guidelines and Stipulations. The proposed construction effects on the individual property plot plan must be consistent with those shown on the right-of-way plan sheet, however, the showing of details and labels beyond the boundary lines of parcel shall be voided when practical.

The following plans will be included with the submission:

- » Title Sheet (1 sheet)
- » Index Sheet (1 sheet)
- » Location Sheet (1 sheet)
- » Property Plot Plans (5 sheets)

For purposes of the proposal, it is assumed that there will be temporary construction easements from a total of four (4) properties along the project limits.

TPD will submit a set of plans to PennDOT for review. Upon PennDOT's review, TPD will address any comments provided, and submit the right-of-way plan along with any supporting documentation to the project surveyor for review and concurrence. With their concurrence and signature on the plan, TPD will make a final submission to PennDOT.

Fee for Services

TPD's flat fee for these professional services is **\$9,000.00**. TPD will not proceed with services beyond this fee unless first obtaining additional authorization from Client.

Expenses such as copies, prints, postage, mileage, next-day mail, and hand-delivery of materials are included in the fee for professional services.

AUTHORIZATION PAGE

Terms and Conditions for this Professional Services Agreement

TPD's standard Terms & Conditions below shall be considered part of this Professional Services Agreement.

Confidentiality

Client agrees that any unauthorized use or disclosure of TPD's standard Terms and Conditions or rate schedule constitutes a violation of applicable state laws, regarding, without limitation, unfair competition, misappropriation, and trade secrets.

Client Acceptance

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this letter. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the letter, and waives its right to re-evaluate and resubmit the letter. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization to our office.

Prepared by:

Traffic Planning and Design, Inc. (TPD)



Joseph Platt, P.E. – Senior Project Manager

Client Authorization (TPD Job # ABTO 00014 - Supplement 1-ROW)

Client authorizes TPD to proceed with the services as described within this Agreement:

Signature: _____

Name (Please Print): _____

Position: _____ Firm: _____

Date: _____ E-mail Address: _____

Phone Number: _____

Please retain one copy for your file and forward an executed copy to TPD.



Engineers | Planners | Surveyors | Landscape Architects

Proposal Addendum to Contract

April 4, 2019

Simone Collins
119 E Lafayette Street
Norristown, PA 19401

Attention: Peter Simone

RE: Abington Tap
Abington Township
Montgomery County, PA
Bursich Job No.: B157671.00

I. Description of Service

Bursich Associates, Inc. (Bursich) will perform the following survey support services for Simone Collins (Client), for Right-of-Way Acquisition Plan at the intersections of Rubicam and Easton Roads, two separate intersections.

II. Outline of Service

A. Records research and plotting

Estimated Cost Item II.A.....\$250.00

B. Update CAD file and provide information

Estimated Cost Item II.B.....\$750.00

C. Baseline reference circles if needed

Estimated Cost Item II.C.....\$1,400.00

D. Miscellaneous Service

1. Communications

We will maintain open and frequent communication with you as needed.

2. Non-Payroll Expenses

Print services, computer services, photocopies, mileage, postage, courier, administrative assistant, etc. will be billed per the Bursich 2019 Prevailing Fee Schedule.

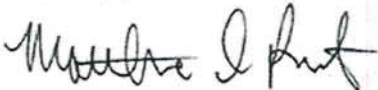
We propose to complete the work described above for an **Estimated Cost of \$2,400.00.** (Excludes any Miscellaneous Services in Section II.D above.)

The quote for services is subject to a time restriction of 30 days unless both parties have agreed to an extension.

For your convenience in accepting this proposal and authorizing completion of this work, we have included two authorization pages. Please sign one copy where indicated and return it to us for our files.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Very truly yours,



Matthew D. Prout, P.L.S.
Director of Land Survey
Bursich Associates, Inc.

Bursich Associates, Inc.

Engineers | Planners | Surveyors | Landscape Architects

2019 Prevailing Fee Schedule

Effective January 1 – December 31, 2019

<u>Position</u>	<u>Rate/Hour</u>
Senior Project Manager	\$160.00
Project Manager.....	\$144.00
Senior Project Engineer	\$139.00
Project Engineer/Surveyor	\$124.00
Senior Project Designer	\$118.00
Project/CADD Designer	\$111.00
Junior Project Engineer.....	\$108.00
Junior Project Designer.....	\$90.00
CADD Technician	\$72.00
2-Person Survey Crew (Standard/GPS).....	\$155.00
1-Person Survey Crew (Standard/GPS).....	\$125.00
Administrative Assistant.....	\$52.00
Expert Testimony (P.E., P.L.S., R.L.A.).....	\$260.00

<u>Non-Payroll Expenses</u>	<u>Unit Cost</u>
Photocopying – 8.5 x 11.....	\$0.10
Photocopying – 8.5 x 14.....	\$0.12
Photocopying – 11 x 17.....	\$0.20
Drawing Reproductions – 24 x 36	\$2.50
Drawing Reproductions – 30 x 42	\$3.60
Rendering Plan/Color Printing – 24 x 36	\$36.00
Rendering Plan/Color Printing – 30 x 42	\$52.50
Mileage	Current Federal Rate
Postage.....	Actual Cost plus 10%



Authorization for Service

Project Name: Abington Tap

Client: Simone Collins

Authorized by:

Signature

Date

Printed Name

Title

Please keep this copy for your files.



2129 East High Street
Pottstown PA 19464

610-323-4040
610-323-8240 (f)

Authorization for Service

Project Name: Abington Tap

Client: Simone Collins

Authorized by:

Signature

Date

Printed Name

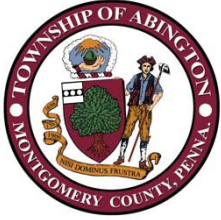
Title

Please sign, date, and return this page to:



Bursich Associates, Inc.
2129 East High Street
Pottstown PA 19464

610-323-4040
610-323-8240 (f)



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 24, 2019

DATE

Public Works

DEPARTMENT

PW-03-050919

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

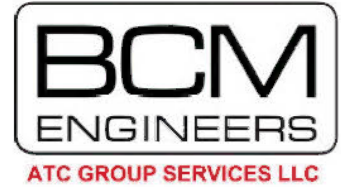
Ardley Area Storm water Study Report

EXECUTIVE SUMMARY:

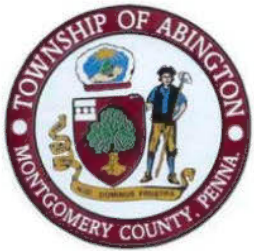
PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider findings and determine next steps resulting from the Ardsley area Storm Water study.



Ardsley Area Stormwater Study



Municipal
Williamsport

Township of Abington
BCM Project No. Z0570000
March 21, 2019

Final Report

Company Address

BCM Engineers
ATC Group Services LLC
920 Germantown Pike, Suite 200
Plymouth Meeting, PA 19462

www.atcgroupservices.com

Contacts

Michael R. Filmyer, P.E.
Phone: 610 313 3100
Fax: 610 313 3151
mike.filmyer@atcgs.com



1.0 Introduction

1.1 Background

The Township of Abington retained BCM Engineers to perform an engineering study relative to stormwater problems being experienced in an area of Ardsley generally between Jenkintown Road and Spear Avenue. The actual drainage areas that encompass this area of course extend past the physical streets, and the study area includes fifty (50) sub-drainage areas. This study was commissioned in order to investigate persistent flooding problems in the 600 block of Monroe Avenue.

In order to determine the best method to contain the stormwater flow and direct it to the existing storm sewer system, a study was done to investigate the existing conditions and to propose solutions to the problem. The following items were included in the study:

- Limited topographic survey to determine the elevations of the existing storm sewer inlets and manholes in the study area.
- The drainage area(s) to each inlet was determined.
- The quantity of storm water generated in the study area and adjacent areas that drain into the study area was developed.
- The capacity of the existing storm sewers from Penn Avenue to Jackson Avenue was determined.
- The capacity of the existing storm sewers on Monroe Avenue to Jenkintown Road was determined.
- Recommendations on methods to solve the drainage problems in the area were developed.



2.0 Existing Conditions

2.1 Drainage Basins

The study area for the storm flows that drain to the area around 655 Monroe Avenue were examined. To determine how much stormwater drains to this area, sub-drainage basins were developed for each area draining upstream and downstream the area, so it can be determined if the pipes are at capacity or surcharged which would cause localized flooding in the area. Drainage for the study area flows from the high point at Tyson Avenue and Edge Hill Road and down to the Township line at Penn Avenue, between Woodrow Avenue and Spear Avenue. The border roads to the East and West are Spear Avenue and Hawthorne Road. The land use in the area is characterized as 1/8 acre residential lots of 25 years and greater and residential streets of 25 years or greater. With open space used for the Ardsley Burial Cemetery and Ardsley Community Center.

The total study area encompasses 157.18 acres and drains to a 10 feet wide x 8 feet high concrete channel at the Township line, between Abington Township and Upper Dublin Township. This drainage area has been broken down into fifty (50) subbasins. ***These subbasins and the respective stormwater flow direction are detailed on Figure 2.1.***

The proposed study area contains the following fifty (50) subbasins:

- 1) Subbasin #01: This area is starting from Tyson Avenue and Edge Hill and between Hawthorne Road and Jenkintown Road down to Monroe Avenue. The area drains to a storm water inlet on the southeast corner of the intersection of Jenkintown Road and Monroe Avenue. This subbasin area consists of 36.19 acres of residential lots and residential streets.
- 2) Subbasin #02: This area is the north side of the SEPTA train tracks and Jackson Avenue and between Jenkintown Road and the paper street of Woodrow Avenue. The area includes the Ardsley Burial Cemetery. The area drains to a series of storm water inlets to the low point on the south side of Jackson Avenue. This area consists of 16.92 acres of residential lots, open space and residential streets.
- 3) Subbasin #03: This area is from the centerline of Jackson Avenue and the front yards on the north side of Jackson Avenue and between Jenkintown Road and east of Woodrow Avenue. The area drains to a storm water inlet at the low point on the north side of Jackson Avenue. This area consists of 1.38 acres of residential lots and residential streets.
- 4) Subbasin #04: This is the area from the back yards of the houses on Jackson Avenue to the centerline of Harrison Avenue and between Jenkintown Rd. and Woodrow Avenue. The area drains to a storm water inlet at the low point on the south side of Harrison Ave. This area consists of 6.59 acres of residential lots and residential streets.



- 5) Subbasin #05: This area is from the centerline Harrison Avenue and the front yards on the north side of Harrison Avenue and between Jenkintown Rd. and Woodrow Ave. The area drains to a storm water inlet at the low point on the north side of Harrison Ave. This subbasin area consists of 0.99 acres of residential lots and residential streets.
- 6) Subbasin #06: This is the area from the back yards of the houses on Harrison Avenue north side, to the centerline of Monroe Avenue and between Jenkintown Rd. and the low point in the middle of Monroe Avenue's block. The area drains to a storm water inlet at the low point on the south side of Monroe Avenue. This inlet is tied into double inlets on the north side of Monroe Avenue and ultimately connects into a 48" pipe that is run in a R.O.W. between Monroe and Hamel Avenues. This area consists of 4.00 acres of residential lots and residential streets.
- 7) Subbasin #07: This is a small area behind the houses on the north side of Harrison Avenue. The area drains to a storm water inlet in the rear yard of house #654 Harrison Avenue. This area consists of 0.48 acres of residential lots.
- 8) Subbasin #08: This is the area between Monroe Avenue and Hamel Avenue, west of Jenkintown Road to high point between the two roads. The area drains to a storm water inlet on the southwest corner of Jenkintown Rd. and Hamel Ave. This area consists of 4.75 acres of residential lots and residential streets.
- 9) Subbasin #09: This area is from the north side centerline of Monroe Avenue and between the east of Jenkintown Road centerline and Woodrow Avenue. The area drains to a storm water inlet in front of house #652 Monroe Ave. This subbasin area consists of 1.23 acres of residential lots and residential streets.
- 10) Subbasin #10: This area is behind the houses on the north side of Monroe Avenue between Jenkintown Road and Woodrow Avenue. The area drains to a storm water inlet on the property of #656 Monroe Avenue. This subbasin area consists of 1.88 acres of residential lots.
- 11) Subbasin #11: This area is between Harrison Avenue and Monroe Avenue from the high point east of Woodrow Avenue down to the low point at property #656 on Monroe Avenue. The area drains to a storm water inlet in front of house #655 Monroe Avenue. This inlet is tied into the 36" pipe that runs across Monroe Avenue and ultimately connects into a 48" pipe that is run in a R.O.W. between Monroe and Hamel Avenues. The 18" connection from this inlet connects into the 36" pipe at the same point where the 27" pipe running west on Monroe empties into the 36" pipe. There is no manhole in this location and the pipes are merely stubbed together in a makeshift "tee fitting". This area consists of 3.73 acres of residential lots and residential streets.



- 12) Subbasin #12: This is the area between Hamel Avenue and Maple Avenue, west of Jenkintown Road to high point between the two roads. The area drains to a storm water inlet on the southwest corner of Jenkintown Road and Maple Avenue. This area consists of 3.79 acres of residential lots and residential streets.
- 13) Subbasin #13: This area is behind the houses on the south side of Hamel Avenue between Jenkintown Road and Woodrow Avenue. The area drains to a storm water inlets between properties #655 and #659 on Hamel Avenue. This subbasin area consists of 2.32 acres of residential lots.
- 14) Subbasin #14: This area is from the centerline south side of Hamel Avenue between Jenkintown Road and high point east of Woodrow Avenue. The area drains to a storm water inlet in front of house #659 on Hamel Avenue. This area consists of 4.22 acres of residential lots and residential streets.
- 15) Subbasin #15: This area is from Hamel Avenue centerline on the north side of the road and between Jenkintown Road and Woodrow Avenue. The area drains to a storm water inlet in front of house #652 on Hamel Avenue. This area consists of 0.79 acres of residential lots and residential streets.
- 16) Subbasin #16: This area is behind the houses on the north side of Hamel Avenue between Jenkintown Road and Woodrow Avenue. The area drains to a storm water inlet in the rear properties of houses #652 and #658 on Hamel Avenue. This subbasin area consists of 1.86 acres of residential lots.
- 17) Subbasin #17: This area is from the centerline south side of Maple Avenue between Jenkintown Road and the high point east of Woodrow Avenue. The area drains to a storm water inlet in front of house #655 Maple Avenue. This area consists of 6.70 acres of residential lots and residential streets.
- 18) Subbasin #18: This is a small area on the east side of Jenkintown Road and south side of Maple Avenue. The area drains to a storm water inlet on the south side of Maple Avenue. This area consists of 0.31 acres of residential lots and residential streets.
- 19) Subbasin #19: This is a small area on the north side of Maple Avenue at the corner of Jenkintown Road and Maple Avenue. The area drains to a storm water inlet on the north side of Maple Avenue. This area consists of 0.34 acres of residential lots and residential streets.
- 20) Subbasin #20: This is a small area east of the centerline of Jenkintown Road and between Maple Avenue and Cricket Avenue. The area drains to a storm water inlet on the southeast corner of Cricket Avenue. This area consists of 0.34 acres of residential lots and residential streets.



- 21) Subbasin #21: This is the area between Maple Avenue and Cricket Avenue, west of Jenkintown Road to high point between the two roads. The area drains to a storm water inlet on the southwest corner of Jenkintown Road and Cricket Avenue. This area consists of 4.33 acres of residential lots and residential streets.
- 22) Subbasin #22: This is the area north of the centerline of Cricket Avenue up to a high point on Cricket Avenue, west of Jenkintown Road. The area drains to a storm water inlet on the northwest corner of Jenkintown Road and Cricket Avenue. This area consists of 1.23 acres of residential lots and residential streets.
- 23) Subbasin #23: This area is north of the centerline of Maple Avenue and between Jenkintown Road and Woodrow Avenue. The area drains to a storm water inlet in front of house #656 Maple Avenue. This area consists of 1.03 acres of residential lots and residential streets.
- 24) Subbasin #23A: This area is behind the houses on the north side of Maple Avenue between Jenkintown Road and Woodrow Avenue. The area drains to an open storm water channel running from Maple Avenue to Cricket Avenue. This subbasin area consists of 3.35 acres of residential lots
- 25) Subbasin #23B: This area is south of the centerline of Cricket Avenue and between Jenkintown Road and Woodrow Avenue. The area drains to a storm water inlet in front of house #657 Cricket Avenue. This area consists of 1.61 acres of residential lots and residential streets.
- 26) Subbasin #24: This area is north of Cricket Avenue centerline and the front yard facing Cricket Avenue and between Jenkintown Road and the inlet in front of house #660. The area drains to a storm water inlet in front of house #660 on Cricket Avenue. This area consists of 0.75 acres of residential lots and residential streets.
- 27) Subbasin #25: This area is north of Maple Avenue centerline, east of Woodrow Avenue centerline and between Cricket Avenue and down to Central Avenue. The area drains to a storm water inlet on the southeast corner of the intersection of Central Avenue and Woodrow Avenue. This subbasin area consists of 5.78 acres of residential lots and residential streets.
- 28) Subbasin #26: This area is between Cricket Avenue east of Woodrow Avenue and the centerline of Central Avenue. The area drains to a storm water inlet at the low point on Central Avenue. This subbasin area consists of 4.32 acres of residential lots and residential streets.
- 29) Subbasin #27: This area is between house #664 on Cricket Avenue and the inlets on Central Avenue down to the centerline Woodrow Avenue. The area drains to an inlet on the southwest corner of Woodrow Avenue and Central Avenue. This subbasin area consists of 0.99 acres of residential lots and residential streets.



- 30) Subbasin #28: This area is east of the centerline of Jenkintown Road between Cricket Avenue and Central Avenue and from the south side of the centerline down Central Avenue. The area drains to storm water inlets on the south side of Central Avenue in front of house #655. These inlets discharge flow into an open channel that partially runs between Cricket and Central Avenues. This subbasin area consists of 4.47 acres of residential lots and residential streets.
- 31) Subbasin #29: This area is north of Central Avenue centerline and between the centerline of Jenkintown Road and the inlet at #656 Central Avenue. The area drains to a storm water inlets on the north side of Central Avenue in front of house #656. This subbasin area consists of 1.40 acres of residential lots and residential streets.
- 32) Subbasin #30: This area is behind the houses that front Central Avenue and Tennis Avenue and down to Woodrow Avenue. The area also extends up Central Avenue to the high point on Central Avenue. This area drains to a storm water inlet at the low point in Central Avenue. This area consists of 3.22 acres of residential lots and residential streets.
- 33) Subbasin #31: This area is from the top of curb line on Woodrow Avenue between Central Avenue and Tennis Avenue to the back yards of house #2903 Woodrow Avenue. The area drains to a storm water inlet in rear yard of house #2903. This subbasin area consists of 0.62 acres of residential lots.
- 34) Subbasin #32: This area is from the right-of-way between Central Avenue and Tennis Avenue. The area drains to a storm water inlet in the middle of the right-of-way. This area consists of 0.96 acres of residential lots.
- 35) Subbasin #33: This area is south of the centerline of Tennis Avenue and behind the houses that front Tennis Avenue and runs between Spear Avenue down to the low point on Tennis Avenue. The area drains to a storm water inlet in front of house #729 on Tennis Avenue. This area consists of 4.23 acres of residential lots and residential streets.
- 36) Subbasin #34: This area is south of Tennis Avenue centerline and between Jenkintown Road and just past the east side of Woodrow Avenue. The area drains to a storm water inlet on the south side of Tennis Avenue in front of house # 705. This area consists of 1.48 acres of residential lots and residential streets.
- 37) Subbasin #35: This area is north of the centerline of Tennis Avenue between Spear Avenue and house #726. The area drains to a storm water inlet in front of house #724. This area consists of 0.64 acres of residential lots and residential streets.



- 38) Subbasin #36: This area is north of the centerline of Tennis Avenue and behind house #708 and #724 that face Tennis Avenue. The area drains to a storm water inlet in front of house #714 Tennis Avenue. This area consists of 0.77 acres of residential lots and residential streets
- 39) Subbasin #37: This area is from Tennis Avenue and Garfield Avenue and the top of curb west of Spear Avenue. The area drains to a storm water inlet in front of house #755 Garfield Avenue. This area consists of 2.77 acres of residential lots and residential streets
- 40) Subbasin #38: This area is south of the centerline of Garfield Avenue between the east side of Jenkintown Road and down to the east side of Woodrow Avenue, to house #727. The area drains to a storm water inlet on the south side of Garfield Avenue in front of house # 727. This area consists of 0.98 acres of residential lots and residential streets.
- 41) Subbasin #39: This area is north of the centerline of Tennis Avenue between east side of Jenkintown Road and down to the east side of Woodrow Avenue to house #708 on Tennis Avenue. The area drains to a storm water inlet on the north side of Tennis Avenue in front of house # 708. This area consists of 2.79 acres of residential lots and residential streets.
- 42) Subbasin #40: This area is from behind the houses on the south side of Garfield Avenue and between Woodrow Avenue and house #755 on Garfield Avenue. The area drains to a storm water inlet on the south side of Garfield Avenue in front of house #739. This area consists of 2.56 acres of residential lots and residential streets.
- 43) Subbasin #41: This area is north of the centerline of Garfield Avenue between the east side of Jenkintown Road and down to house #724 on Garfield Avenue. The area drains to a storm water inlet on the north side of Garfield Avenue in front of house #724. This area consists of 0.55 acres of residential lots and residential streets.
- 44) Subbasin #42: This is a small area north of the centerline of Garfield Avenue between House #724 and down to house #736. The area drains to a storm water inlet on the north side of Garfield Avenue in front of house #736. This area consists of 0.05 acres of residential lots and residential streets.
- 45) Subbasin #43: This is a small area north of the centerline of Garfield Avenue between House #736 and down to house #746. The area drains to a storm water inlet on the north side of Garfield Avenue in front of house #742. This area consists of 0.13 acres of residential lots and residential streets.



- 46) Subbasin #44: This is a small area from the behind the houses on the north side of Garfield Avenue and the south side of Penn Avenue down to the house #755. The area is west of Spear Avenue between House #736 and down to house #746. The area drains to a storm water inlet on the south side of Penn Avenue in front of house # 755. This area consists of 0.59 acres of residential lots and residential streets.
- 47) Subbasin #45: This area is from behind the houses on the north side of Garfield Avenue between houses #706 and #758 to Penn Avenue between houses #755 and #727. The area drains to a storm water inlet on the south side of Penn Avenue in front of house # 745. This area consists of 2.71 acres of residential lots and residential streets.
- 48) Subbasin #46: This area is south of the centerline of Penn Avenue between the east side of Jenkintown Road (around house #619) and down to house #727 on Penn Avenue. The area drains to a storm water inlet on the south side of Penn Avenue in front of house #727. This area consists of 3.27 acres of residential lots and residential streets.
- 49) Subbasin #47: This area is north of the centerline of Penn Avenue between the east side of Jenkintown Road (around house #620) and down to house #730 on Penn Avenue. The area drains to a storm water inlet on the south side of Penn Avenue in front of house # 730. This area consists of 0.57 acres of residential lots and residential streets
- 50) Subbasin #48: This is a small area north of the centerline of Penn Avenue between House #730 and down to house #746. The area drains to a storm water inlet on the north side of Penn Avenue in front of house #742. This area consists of 0.23 acres of residential lots and residential streets.

2.2 Soils

The USDA Web Soil Survey has identified three (3) types of soil in the study area:

- 1) UrhB-Urban land-Duffield complex, 0 to 8 percent slopes, Hydrologic Group B
- 2) UugB-Urban land-Udorthents, schist and gneiss complex, 0 to 8 percent slopes, Hydrologic Group C
- 3) UugD-Urban land-Udorthents, schist and gneiss complex, 8 to 25 percent slopes Hydrologic Group C

A more detailed description of each of the soil types can be found in **Appendix A**.



Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms. The USDA Soil Survey gives the above hydrologic soil classifications for the soils found in this area. However, for the purpose of this study, BCM has utilized the conservative classification of Hydrologic Soil Group C with a 0-6% slope in our calculations.

Group C soils are characterized for having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

2.3 Studied Storm Sewer System

Mainline Storm Sewer. The Study Area contains a trunk storm sewer that run through the middle of the study area. This storm sewer consists of the following sections:

- At Jackson Avenue the upstream storm sewer is a 24" pipe that drains local areas and is connected to the Ardsley Cemetery storm system.
- At Harrison Avenue the upstream storm sewer is a 30" VCP pipe extending to the Jackson Avenue 24-inch pipe.
- At Monroe Avenue the upstream storm sewer is a 36" HDPE pipe until it reaches Harrison Avenue.
- At Hamel Avenue the upstream storm sewer is a 48" HDPE pipe with a parallel 48" pipe connected for storage volume. This main storm sewer runs until Monroe Avenue where the storm sewer is connected to the 36" HDPE pipe from Harrison Avenue. The 27" storm pipe on Monroe Avenue (from Jenkintown Road) also connects at this point.
- At Maple Avenue the upstream storm sewer is a 72" x 48" RCP pipe unit the storm sewer reaches Hamel Avenue.
- At Central Avenue the upstream storm drainage is an open channel that runs between the houses until it get to close to Maple Avenue where it is connected into the 72" x 48" RCP pipe.
- On Central Avenue, the storm sewer is a 48" x 72" RCP pipe. The storm sewer continues south on Central Avenue until it gets to 655 Central Avenue where it connects to the open drainage channel.
- At Tennis Avenue the upstream storm sewer is a 91" x 58" RCP pipe until it reaches Central Avenue.
- At Penn Avenue the upstream storm sewer is one (1) 60" HDPE pipe and one (1) 91" x 58" RCP pipe. These two pipes run parallel upstream to Tennis Avenue where it reduces to one 91" x 58" RCP pipe.
- At Penn Avenue, the storm sewer discharges at a transition box behind the houses on the north side of Penn Avenue. This is the start of Upper Dublin's open culvert.

Along the main storm sewer trunk line, there are smaller storm sewer pipes connecting the side streets as described in the subbasins drainage section.



Monroe Avenue Storm Sewer: The Monroe Avenue storm sewer collects storm water from all of Subbasin 1 at a manhole at the intersection of Jenkintown Road and Monroe Avenue. From this manhole, the storm water is carried in a 27" VCP until it reaches the main trunk line. This is front of 655 Monroe Avenue.