



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

From: William P. Leeson, Esq., City Solicitor

Re: Amendment to Utility Relocation Reimbursement Agreement
Commonwealth of Pennsylvania, Department of Transportation
Water Facility Relocation for SR 412 Section 001

Date: December 14, 2017

Attached is a proposed Resolution and associated Amendment to Utility Relocation Reimbursement Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

A handwritten signature in black ink, appearing to read "William P. Leeson".

William P. Leeson, Esq., Solicitor

Cc: Mayor Donchez
Michael Alkhal
Matthew Dorner

RESOLUTION NO. 2017 -

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller or Deputy Controller are hereby authorized to execute an Amendment to Utility Relocation Reimbursement Agreement, Contract Number 05U048A, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with the Commonwealth of Pennsylvania Department of Transportation, in connection with the relocation of City of Bethlehem water and sanitary sewer facilities located in the public right of way and affected by S.R. 0412, Section 001 necessitated by the Pennsylvania Department of Transportation Highway Improvement in Northampton County.

Sponsored by _____

ADOPTED by Council this day of , 2017.

President of Council

ATTEST:

City Clerk

FID No. 2460009689
Contract No. 05U048A
SAP Vendor No. 177573
MPMS No. 12327
Effective Date _____

AMENDMENT TO THE UTILITY RELOCATION REIMBURSEMENT AGREEMENT

THIS AMENDMENT TO THE UTILITY RELOCATION REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, located at P.O. Box 3362, 400 North Street, 7th Floor, Harrisburg, Pennsylvania, 17105 ("DEPARTMENT")

and

the CITY OF BETHLEHEM with its principal place of business located at 10 East Church Street, Bethlehem, Pennsylvania ("UTILITY"), collectively referred to hereafter as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into a Utility Relocation Reimbursement Agreement, Agreement Number 05U048, dated December 17, 2010 ("Original Agreement"), wherein certain facilities of the UTILITY were to be adjusted to accommodate the highway construction project on State Route 0412, Section 001, in Northampton County, Pennsylvania, hereinafter "Project"; and,

WHEREAS, the Parties desire to amend the Original Agreement to provide for the additional facility relocations and the resultant costs thereof.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

1. Effective Date: This Agreement will not be effective until it has been fully executed by the UTILITY and by the DEPARTMENT and all approvals required by the Commonwealth of Pennsylvania contracting procedures have been obtained. The effective date will be the date of the last signature.

2. Paragraph "FIRST" of the Original Agreement is deleted in its entirety and replaced with the following to reflect the change in work to be performed by the COMMONWEALTH:

FIRST - That the COMMONWEALTH will make the adjustments to the UTILITY's facilities as authorized by letter from the UTILITY dated September 22, 2010 consisting of WATER together with fittings and appurtenances thereto between Station 207+00 and Station 324+25, on State Route 0412, Section 001, in the County of Northampton, City of Bethlehem, in the manner and at the location approved by the Department of Transportation at a total estimated cost of Five Hundred Forty-two Thousand Five Hundred Five and 10/100 (\$542,505.10) dollars. Detailed cost estimates and plans showing the adjustments of the UTILITY's facilities are incorporated herein by reference and made a part hereof as if physically attached hereto, copies of said estimates and plans being in the possession of the Parties.

3. Paragraph "SECOND" of the Original Agreement is deleted in its entirety and replaced with the following:

SECOND - That, upon completion of the work set forth in Paragraph First, in accordance with the current 23 Code of Federal Regulations, Part 645, Subpart A, of the Federal Highway Administration, United States Department of Transportation, the provisions of which are incorporated herein by reference, the COMMONWEALTH shall certify to the UTILITY, the actual and related indirect costs thereof, including the right of way costs, if any, and the UTILITY shall pay to the COMMONWEALTH 50.00 per centum of the actual costs, which amount is estimated to be Two Hundred Seventy-one Thousand Two Hundred Fifty Two and 55/100 (\$271,252.55) dollars.

4. Paragraph "THIRD" of the Original Agreement is deleted in its entirety and replaced with the following:

THIRD - That the UTILITY shall make the necessary preliminary engineering, construction engineering and inspection, and any necessary changes and alterations not performed in Paragraph First, which costs are estimated to be Sixty-three Thousand Eight Hundred Fourteen and 90/100 (\$63,814.90) dollars.

5. Paragraph "FOURTH" of the Original Agreement is deleted in its entirety and replaced with the following:

FOURTH - That, upon completion of the items set forth in Paragraph Third, the UTILITY shall certify to the COMMONWEALTH the actual costs and any related indirect costs incurred, including right of way costs, if any, said costs to have been accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body, and the COMMONWEALTH shall verify said costs and pay to the UTILITY 50.00 per centum of said costs, less any betterments and exclusive of any charge for interest on construction money, which amount is estimated to be Thirty-one Thousand Nine Hundred Seven and 45/100 (\$31,907.45) dollars.

If the reimbursable amount of this Agreement exceeds Ten Thousand (\$10,000.00) dollars, then, at the option of the UTILITY payment may be made in installments, as follows:

Upon receipt of the fully executed Agreement, the UTILITY may submit an invoice for the said portion of the actual costs in excess of Five Thousand (\$5,000) dollars incurred for the preliminary engineering, right of way, and materials necessary for the relocation of those facilities, estimated as aforesaid to be 50.00 per centum of the total adjustment costs. Thereafter, upon incurring additional costs, the UTILITY may submit prorated periodic invoices for such additional costs, said invoices to be submitted no more frequently than one hundred twenty (120) days or upon incurring Ten Thousand (\$10,000.00) dollars additional costs, whichever first occurs. Payment of initial and periodic invoices, submitted in accordance with this paragraph will be made within sixty (60) days of receipt by the COMMONWEALTH.

Total invoices for partial payments may not exceed 75% of the reimbursable amount of this Agreement.

6. All other terms and conditions of the Original Agreement not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST

CITY OF BETHLEHEM

BY _____
Title: Deputy Controller Date:

BY _____
Title: Mayor Date:

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

[COMMONWEALTH SIGNATURES ON NEXT PAGE]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____ Date
Central Office Utility
Administrator

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY _____ Date
for Chief Counsel

BY _____ Date
Senior Counsel in Charge

BY _____ Date
Deputy General Counsel

FUNDS COMMITMENT DOCUMENT
NO. U05U248000

BY _____ Date
Deputy Attorney General

CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____

SAP COST CENTER _____

GL. ACCOUNT _____

AMOUNT \$24,607.45

BY _____ Date
for Comptroller Operations

Pre-approved Form:
OGC No. 18-FA-57.1
Appv'd OAG 4/16/2014
Utility Relocation