

**WEST BRADFORD TOWNSHIP  
RESOLUTION 2011-07**

**A RESOLUTION TO ENTER INTO A SUPPLEMENTAL AGREEMENT  
WITH PENNDOT FOR THE MARSHALLTON STREETSCAPES PROJECT**

**WHEREAS**, the Township of West Bradford did receive a grant in the amount of Two Million Dollars (\$2,000,000.00) from the Pennsylvania Community Transportation Initiative Program for the Marshallton Streetscapes Project so to provide for much needed infrastructure and other improvements to the historic Village of Marshallton, with said improvements to include, but not limited to, the installation of new curbs, sidewalks, stormwater sewers, roadway surfaces, crosswalks and curb-cuts, landscaping and traffic calming features; and,

**WHEREAS**, the Pennsylvania Department of Transportation did subsequently provide additional funding to the Township, and whereas the Township did agree to accept said additional funding, conditioned upon the Township agreeing to provide for and to fund full-time inspection services as required for the Marshallton Streetscapes Project, and as set forth in Engineering Agreement Number 162004, as prepared by the Pennsylvania Department of Transportation, and as set forth in West Bradford Township Resolution 2011-06, as adopted April 12, 2011; and,

**WHEREAS**, the Township's acceptance of additional funding is further conditioned upon the Township executing Supplemental Pennsylvania Community Transportation Initiative Reimbursement Agreement No. 069211-B, as attached, by and between the Township and the Pennsylvania Department of Transportation.


**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Board of Supervisors for the Township of West Bradford that the Board hereby authorizes and directs the Supplemental Pennsylvania Community Transportation Initiative Reimbursement Agreement No. 069211-B be signed by Mr. Mark J. Blair, Board of Supervisors, Chairman, and attested by the Township Secretary, and in doing so, agree to be legally bound to the terms, conditions, and provisions set forth by the agreements attached.

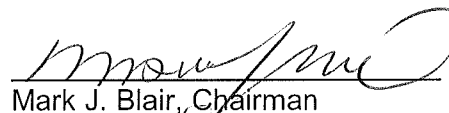
Resolved this 23<sup>rd</sup> day of April, 2011

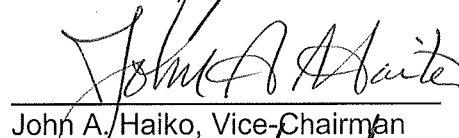
TOWNSHIP OF WEST BRADFORD

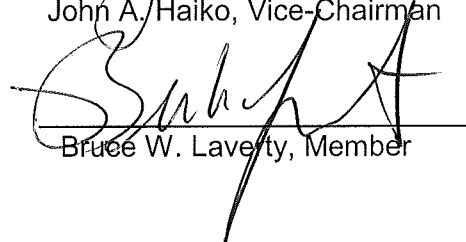
BOARD OF SUPERVISORS

ATTEST:

  
Tommy Ryan, Secretary

  
Mark J. Blair, Chairman

  
John A. Haiko, Vice-Chairman

  
Bruce W. Lavery, Member

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

AGREEMENT NO. 069211-B  
FEDERAL ID NO. 236000569  
SAP VENDOR NO. 138838

COUNTY Chester  
MUNICIPALITY West Bradford Township  
MPMS NO. 87094

**SUPPLEMENTAL PENNSYLVANIA COMMUNITY  
TRANSPORTATION INITIATIVE  
REIMBURSEMENT AGREEMENT**

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

and

West Bradford Township, Chester County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("SPONSOR").

WITNESSETH:

WHEREAS, the DEPARTMENT and SPONSOR under date of December 4, 2009 entered into an agreement designated in the DEPARTMENT's files as Agreement No. 069211 and under date of March 9, 2011 entered into an agreement designated in the DEPARTMENT's files as Agreement No. 069211-A, wherein the DEPARTMENT and SPONSOR agreed to participate in the planning and construction of traffic calming and streetscape improvements along SR 0162 Strasburg Road; and,

WHEREAS, the DEPARTMENT and SPONSOR are desirous of supplementing the agreement.

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

1. Agreement No. 069211 paragraph 17 - OFFSET PROVISION, delete the paragraph in its entirety and replaced with the following:

The SPONSOR agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the SPONSOR or its subsidiaries to the Commonwealth against any payments due the SPONSOR under any contract with the Commonwealth.

2. The Contractor Responsibility Provisions, as amended, dated October 25, 2010, replace in their entirety the previous version of the Contractor Responsibility Provisions, dated April 16, 1999, and incorporated by reference into Agreement No. 069211 by Paragraph 20 thereof. A copy of the current version of the Contractor Responsibility Provisions is attached as Exhibit "H" and made part of this Supplemental Agreement.
3. Exhibit "AAA" attached to and made part of this Supplemental Agreement replaces in its entirety Exhibit "AA" to Supplemental Agreement No. 069211-A and Exhibit "A" to the Original Agreement No. 069211. All references to Exhibit "A" and Exhibit "AA" are hereby understood to refer to Exhibit "AAA."
4. All other terms and conditions of Original Agreement No. 069211 and Supplemental Agreement No. 069211-A that have not been modified by this Supplemental Agreement, 069211-B, shall remain in full force and effect.

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

ATTEST:

\_\_\_\_\_\*  
(Name of SPONSOR)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO LEGALITY  
AND FORM

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

BY \_\_\_\_\_  
for Chief Counsel DATE

BY \_\_\_\_\_  
for Comptroller Operations DATE

BY \_\_\_\_\_  
Deputy General Counsel DATE

BY \_\_\_\_\_  
Deputy Attorney General DATE

Agreement No. 069211-B is split 100%, expenditure amount of \$2,287,017, for federal funds and 0%, expenditure amount of 0, for state funds. The related federal assistance program name and number is Highway Planning and Construction (Highway Bill) The state program name and SAP fund is N/A; N/A. This paragraph does not affect the costs to the SPONSOR.

**STANDARD PCTI PROGRAM  
EXHIBIT "AAA"**

Agreement No: 069211-B MPMS No: 87094

County: Chester County

Municipality: West Bradford Township

Project Name: West Bradford PCTI

**Participant**

Reimbursable Activity	Federal	Commonwealth	Sponsor	Subtotal
<b>Planning</b>	125,000.00	0.00	0.00	125,000.00
<b>Construction</b>	2,141,117.00	0.00	0.00	2,141,117.00
<b>Construction Inspection</b>	0.00	0.00	204,345.14	204,345.14
<b>Department Incurred Cost</b>	20,900.00	0.00	0.00	20,900.00
<b>Total Project Cost</b>	2,287,017.00	0.00	204,345.14	2,491,362.14

**Contractor Responsibility Provisions**

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 lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, 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 its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, 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 Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract 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 that 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.dgs.state.pa.us/> 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

Enclosure 1 to Management Directive 215.9 Amended Page 1 of 1

**EXHIBIT H**