

AMENDMENT #3 TO
PLANNING ASSISTANCE TO STATES PROGRAM
LETTER OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
WEST GOSHEN TOWNSHIP, PENNSYLVANIA
FOR
WATER RESOURCES STUDY FOR WEST GOSHEN TOWNSHIP,
PENNSYLVANIA

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Baltimore District (hereinafter the "District Engineer") and West Goshen Township, Pennsylvania (hereinafter the "Non-Federal Sponsor"), represented by Christopher Pielli, Esq., Chair of Board of Supervisors, Township of West Goshen, PA

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16) authorizes the Secretary of the Army, acting through the Chief of Engineers, to provide technical assistance related to the management of State water resources (hereinafter "Technical Assistance") to a State or non-Federal interest working with a State, and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Parties have identified additional technical assistance to be provided by the Government as part of the Water Resources Study for West Goshen Township, Pennsylvania.

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree to amend the existing agreement dated 28 May 2015 as follows:

The existing Paragraphs 1 and 2 shall be stricken and replaced with the following:

1. The Government shall provide Technical Assistance, in coordination with the Non-Federal Sponsor, in accordance with the attached Plan of Study dated April 2018, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks, including the Non-Federal Sponsor's in-kind services.

2. The Non-Federal Sponsor shall provide 50% of the costs for performing tasks 1 through 8 of the Plan of Study in accordance with the provisions of this paragraph. The total cost of Tasks 1-8 is projected to be \$400,000. As of the effective date of this Amendment #3, the Non-Federal Sponsor has provided \$150,000 for completion of Tasks 1 through 6. Amendment #3 adds Tasks 7 and 8 at an additional cost of \$100,000, with the Non-Federal Sponsor and the Government each providing \$50,000.

a. After considering the estimated amount of credit for in-kind services that will be afforded in accordance with paragraph 4, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of the provision of Technical Assistance, with a fiscal year beginning on October 1st and ending on September 30th of the following year. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government by delivering a check payable to "FAO, USAED, Baltimore (E1)" to the District Engineer or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. No later than August 1st prior to each subsequent fiscal year during the provision of Technical Assistance, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government using one of the payment mechanisms specified in paragraph 2.a. above.

c. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of the Technical Assistance, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

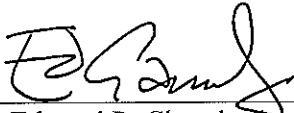
d. Upon completion of the Technical Assistance and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

All other terms of the Agreement dated 28 May 2015, as amended on _____, 2018 shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

WEST GOSHEN TOWNSHIP
PENNSYLVANIA

BY: 
Edward P. Chamberlayne, P.E.
Colonel, Corps of Engineers
Commander and District Engineer

BY: _____
Christopher Pielli, Esq.
Chair of Board of Supervisors
Township of West Goshen, PA

DATE: 18 June 2018

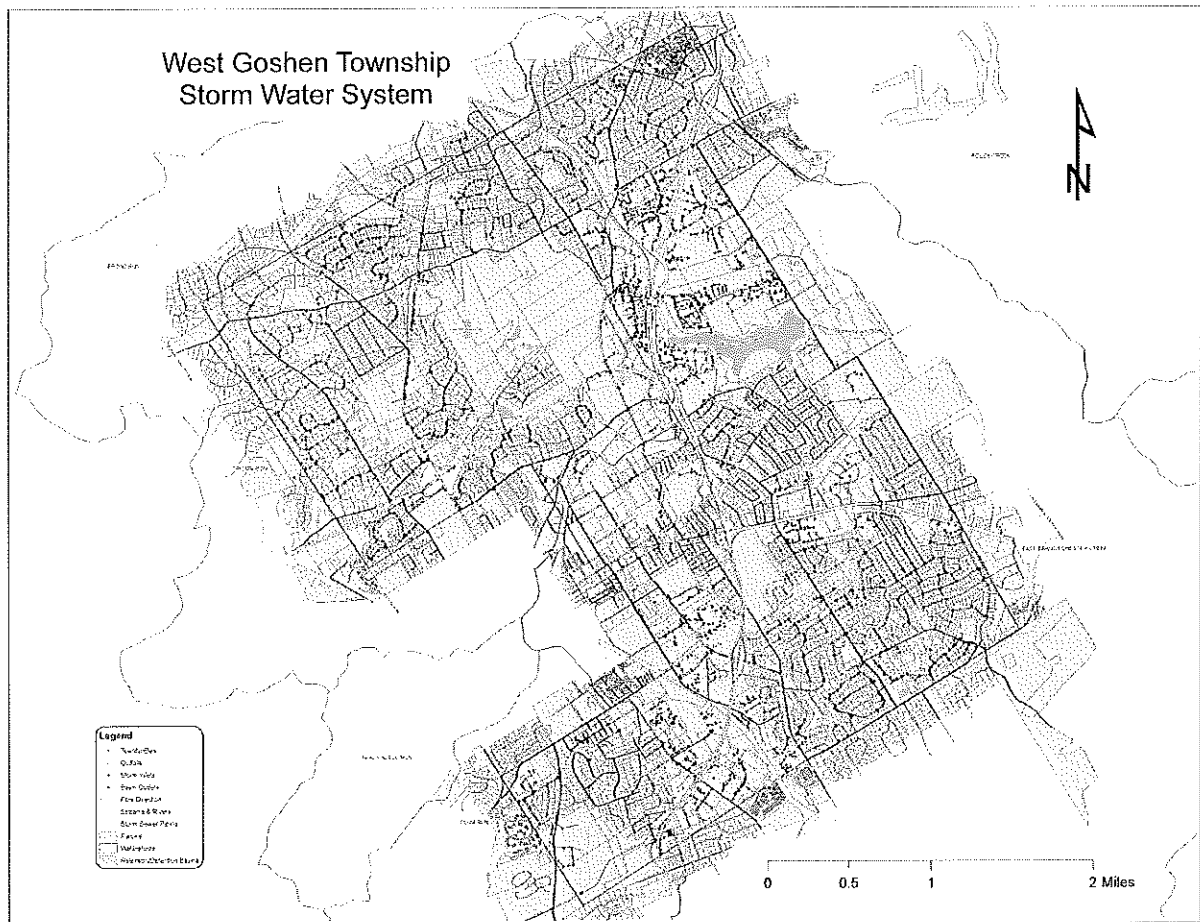
DATE: _____

Appendix 1 Amendment #3 to the Water Resources Study for the Township of West Goshen, Pennsylvania

I. BACKGROUND

The Township of West Goshen has a municipal separate storm sewer system (MS4), which operates under the National Pollutant Discharge Elimination System (NPDES) permit. As part of the permit, it is required that an inventory of the infrastructure including accurate location be completed, in addition the inventory can be used as part of a comprehensive asset management plan. The MS4 has minimal data and mapping; therefore; the Township of West Goshen is hoping to team with the United States Army Corps of Engineers (USACE) Baltimore District to assist in enhancing the Township of West Goshen's Geographic Information System (GIS) and conduct a condition assessment to more effectively manage the Township's MS4 assets. The Figure shown below depicts the MS4 area of The Township of West Goshen. It is estimated that approximately 2,100 above ground MS4 structures owned and maintained by The Township of West Goshen are located in the area shaded in tan.

Township of West Goshen MS4 Map



The Township of West Goshen requests Section 22 Technical Assistance from USACE to complete MS4 system designation, mapping, investigation, data collection, and condition assessment

II. STUDY AREA

The study area is the entire MS4 area within the Township of West Goshen limits as defined in the map in Section I.

III. PROPOSED STUDY

Under the authority of the Planning Assistance to States (Section 22) Program, the U.S. Army Corps of Engineers (USACE), Baltimore District, Planning Division proposes to study the stormwater (MS4) area for the Township of West Goshen.

IV. STUDY TASKS

Task 1- Data Collection and Coordination

Task 1.1 Data Collection, and Kickoff Meeting

The USACE will work with Township officials in data collection and identifying survey area.

- ◆ Identify specific areas to be surveyed
- ◆ Establish protocols and criteria for evaluation of stormwater infrastructure
- ◆ Obtain most recent mapping and data of all stormwater infrastructure

The Township of West Goshen/USACE will facilitate a kick-off meeting to discuss the purposes, missions, objectives, and protocols defined in Task 1. All meetings will take place at a location within the study area.

Assumptions:

- *The Township of West Goshen will provide the USACE all applicable mapping or system information required to complete the study.*

Task 2- Investigation of MS4 Infrastructure

The USACE will assess the MS4 stormwater infrastructure for the Township of West Goshen.

Task 2.1 Condition Assessment of the MS4 Stormwater Infrastructure

The purpose of this task is for the USACE to perform condition assessment and confirm conductivity of the stormwater outfalls and infrastructure (inlets, manholes, channels, and pipes) in the Township of West Goshen.

Any additional stormwater features, not yet included in the Township's existing GIS database will be identified and reported to Township Staff. USACE personnel will not perform confined space entry. Each structure will be assessed for conveyance and physical conditions, and deficiencies will be noted.

The end product of this task will be a stormwater system database containing all assessed features including coordinating attribute data, which will be used for planning purposes. Each stormwater

asset will be attributed with data such as length, slope, size, material, etc. A secondary product will be a complete assessment of the condition of the conveyance system at each facility.

The field data will be collected using a customized Access database and/or using the ArcGIS Online interface. In addition, the Township of West Goshen expressed interest in using a pole-camera to more precisely investigate and assess the manhole and inlet structures along with the connecting pipes.

Assumptions:

- *It is assumed that approximately 2,100 MS4 above ground assets are located in the Township of West Goshen*
- *It is assumed that approximately 40-50 structures be surveyed and assessed per day.*
- *It is assumed that the Township of West Goshen will provide the pole-camera and that the number of structures to be surveyed per day may be reduced due to the time used to conduct the pole-camera survey.*
- *West Goshen will provide their existing stormwater geodatabase and or database schematic outlining the attributes required for collection and input by USACE.*
- *If ArcGIS Online interface is used, the Township of West Goshen will utilize their existing licenses and provide the required login seat(s) to USACE staff for collection/assessment purposes.*
- *The USACE will provide the final deliverable to the Township of West Goshen in ESRI's geodatabase format with each of the predefined features and their related attributes populated accordingly and as applicable. USACE will also provide all images and/or other extraneous information collected during this project to the Township of West Goshen.*

AMENDMENT #1

Task 3- Data Collection and Coordination

The description of work to be completed for Task 3 is covered under Task 1. Task 3 will continue the work covered under Task 1. Kickoff meeting will establish exact areas to be surveyed based on the completed results for Tasks 1 and 2.

Task 4- Investigation of MS4 Infrastructure

The description of work to be completed for Task 4 is covered under Task 2. The Corps will continue to survey the MS4 permit areas until completion. If applicable or decided during the kickoff meeting, the Corps will use a pole camera to conduct a camera assessment. The use of the pole camera will decrease the number of structures to be surveyed per day by approximately half.

AMENDMENT #2

Task 5- Data Collection and Coordination

The description of work to be completed for Task 5 is covered under Task 1. Task 5 will continue the work covered under Task 1. Kickoff meeting will establish exact areas to be surveyed based on the completed results for Tasks 1 and 2.

Task 6- Video services for MS4 Infrastructure

Task 6.1 Condition Assessment of the MS4 Stormwater Infrastructure

The purpose of this task is for the USACE to perform condition assessment and confirm conductivity of the stormwater outfalls and infrastructure (inlets, manholes, channels, and pipes) in the Township of West Goshen, via video services.

Any additional stormwater features, not yet included in the Township's existing GIS database will be identified and reported to Township Staff. USACE personnel will not perform confined space entry. Each structure will be assessed for conveyance and physical conditions, and deficiencies will be noted.

Assumptions:

- *It is assumed that approximately 2,100 MS4 above ground assets are located in the Township of West Goshen*
- *It is assumed that approximately 20-30 structures will be videoed per day.*
- *It is assumed that the Township of West Goshen will provide the pole-camera and that the number of structures to be surveyed per day may be reduced due to the time used to conduct the pole-camera survey.*
- *It is assumed that the Township of West Goshen will provide DPW staff to assist in the opening of all stormwater structures*

AMENDMENT #3

Task 7- Data Collection and Coordination

The description of work to be completed for Task 7 is covered under Task 1. Task 7 will continue the work covered under Task 1. Kickoff meeting will establish exact areas to be surveyed based on the completed results for Tasks 1 through 6.

Task 8- Video services for MS4 Infrastructure

The description of work to be completed for Task 8 is covered under Task 6. The Corps will continue to provide video surveys for the MS4 permit areas until completion. West Goshen Township will set the priority area to be surveyed based on data collected by the Corps in Tasks 1 through 6.

V. SCHEDULE AND COST

It is anticipated that the study under Amendment #3 will take approximately 18 months to complete. A detailed schedule will be developed prior to initiating the study. The overall cost Tasks 1-8 is \$400,000. Study costs under the Planning Assistance to States program are cost shared 50/50 between the USACE and the local sponsor. The Township of West Goshen will provide \$50,000 and USACE will provide the remaining \$50,000 for this Amended Agreement.

Table 1: Approximate Costs per Task

TASK	Agreement	Federal	Non-Fed	Total Cost	Percent Complete
Task 1	Original Agreement	\$10,000	\$10,000	\$20,000	100%
Task 2	Original Agreement	\$40,000	\$40,000	\$80,000	100%
Original Agreement Total				\$100,000	100%
Task 3	Amendment #1	\$5,000	\$5,000	\$10,000	100%
Task 4	Amendment #1	\$45,000	\$45,000	\$90,000	100%
Amendment #1 Total				\$100,000	100%
Task 5	Amendment #2	\$5,000	\$5,000	\$10,000	100%
Task 6	Amendment #2	\$45,000	\$45,000	\$90,000	100%
Amendment #2 Total				\$100,000	100%
Task 7	Amendment #3	\$5,000	\$5,000	\$10,000	Not Started
Task 8	Amendment #3	\$45,000	\$45,000	\$90,000	Not Started
Amendment #3 Total				\$100,000	Not Started
Total	N/A	\$200,000.00	\$200,000.00	\$400,000.00	N/A

VI. COORDINATION AND EXECUTION OF WORK

The USACE will establish and maintain very close coordination with the Township of West Goshen. In-progress review meetings will be conducted at appropriate and agreed upon timeframes throughout the contracted project.