



**Emily M. Farah**  
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January 29, 2021

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
400 North Street  
Harrisburg, PA 17120

**Re: Municipal Contract –Reimbursement Agreement between Duquesne Light  
Company and the City of Pittsburgh  
Docket No. U-2021-\_\_\_\_\_**

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with Section 507 of the Public Utility Code, 66 Pa.C.S. § 507 and 52 Pa. Code § 3.101, is a Reimbursement Agreement (“Agreement”) dated July 30, 2019 between Duquesne Light Company (“Company”) and the City of Pittsburgh (“City”). The enclosed Agreement reflects a collaborative effort between the City and the Company related to the West Ohio Street Bridge replacement, including the electrical appurtenances attached thereto. As mentioned in paragraph 7 of the enclosed Agreement, the West Ohio Street Bridge project subject to Commission review at Docket No. A-00119379. Pursuant to the enclosed, the Company will reimburse the City for work associated with the bridge removal and replacement in an estimated amount of \$34,500.

The reimbursement amount was formed by engaging in a competitive bidding process and represents the fair and reasonable price for the installation of new electrical hangers, ducts, structural approach slab/moment barriers and material costs associated with the West Ohio Street Bridge removal and replacement.

Should you have any questions regarding the enclosed Agreement, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a light blue circular stamp.

Emily M. Farah  
Attorney ID#322559

Enclosure

# CITY OF PITTSBURGH



## OFFICE OF MANAGEMENT & BUDGET

### Request for the Mayor's Signature:

Department	DEPARTMENT OF MOBILITY & INFRASTRUCTURE
Contract	
Resolution	
Co-op Agreement	
Report	
Other	REIMBURSEMENT AGREEMENT - DUQUESNE LIGHT

### Description

Reimbursement agreement with Duquesne Light for the installation of new electrical hangers and ducts as part of the West Ohio Street Bridge replacement project. Duquesne Light will deposit funds to the City within 60 days of execution of the agreement and the City will pay initial costs to its contractor.

### Budget Impact


\$ (\$34,500.00)	Duquesne Light Payment
\$ \$34,500.00	New Electrical Hangers and Ducts
\$ 0.00	Total

### Authorizing Resolution(s)

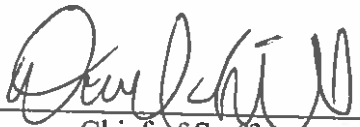
Res. 636 of 2018

### Routing

Once signed please send to the City Controller.

  
OMB Analyst – Brendan Coticchia

7/18/19  
Date

  
Chief of Staff

5/22/19  
Date

CITY CONTROLLER'S OFFICE

2019 JUL 22 PM 2:18

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**REIMBURSEMENT AGREEMENT  
BETWEEN  
THE CITY OF PITTSBURGH AND DUQUESNE LIGHT COMPANY  
FOR THE WEST OHIO STREET BRIDGE AND RIDGE AVENUE BRIDGE PROJECT**

THIS AGREEMENT, made and entered into as of the <sup>30</sup> ~~24~~ day of <sup>JULY</sup> ~~April~~, 2019, by and between the CITY OF PITTSBURGH, a Municipal Corporation existing under the laws of the Commonwealth of Pennsylvania (the "CITY"),

A

N

D

DUQUESNE LIGHT COMPANY, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and having a principal place of business located at 411 Seventh Avenue, Pittsburgh PA 15219 ("UTILITY").

**WITNESSETH:**

**WHEREAS**, City Council of Pittsburgh has authorized the Mayor and the Director of the Department of Mobility and Infrastructure, on behalf of the City of Pittsburgh, to enter into an Agreement or Agreements in connection with the replacement of the West Ohio Street Bridge and the removal of the Ridge Place Bridge, crossing over two railroad tracks in the North Shore Neighborhood of the City of Pittsburgh, ("PROJECT"); and

**WHEREAS**, the CITY is about to construct the PROJECT; and,

**WHEREAS**, the UTILITY distributes electricity to more than half a million customers in southwestern Pennsylvania and more particularly, owns and maintains electric power and communications duct banks along the PROJECT; and,

**WHEREAS**, this improvement and/or construction is being made under the terms of an Agreement to be entered into between the CITY and Commonwealth of Pennsylvania, Department of Transportation, which provides, inter alia, that the department is acting as an agent of the Federal Highway Administration in the design and construction of the project; and,

**WHEREAS**, 80% of such improvement and/or construction cost is to be provided by the Federal Highway Administration and 15% by the Commonwealth of Pennsylvania and 5% by the local project sponsor; and,

**WHEREAS**, the PROJECT construction will require the adjustment, transfer and/or reconstruction of certain of the UTILITY's facilities, 100 percent in public right of way; and 0 percent of which are presently located outside the existing public right of way; and,

**WHEREAS**, any such facilities transferred to or remaining at a location within the right of way of a Federally aided highway will be accommodated in accordance with the provisions of the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation; and,

**WHEREAS**, UTILITY has agreed that CITY may include certain work on UTILITY's facilities within CITY's bridge construction contract, to accommodate those aspects of the PROJECT related to UTILITY's facilities; and

**WHEREAS**, CITY has agreed to pay initial costs for work to be performed by the CITY's contractor for work related to the UTILITY's facilities, and the UTILITY has agreed to reimburse the CITY for these costs, subject to final allocation of PROJECT costs by the Pennsylvania Public Utility Commission; and

**WHEREAS**, this agreement outlines the respective duties and entitlements of both the CITY and the UTILITY.

**NOW THEREFORE**, in consideration of the mutual promises and intending to be legally bound, the parties agree as follows:

**1. SCOPE OF SERVICES:**

- a. The CITY will provide, through contract, the installation of new electrical hangers and ducts on the West Ohio Street replacement bridge, including limited trenched duct bank installation to limits of structural approach slab/moment barrier walls, with such hangers and ducts being supplied in their entirety by UTILITY, as shown on the approved construction drawings. All work will be performed in accordance with UTILITY Specifications and Standards that are part of the CITY's construction contract. Any proposed changes to the project's scope must be mutually agreed to and follow Publication 408 project scope change procedures. The contract plans and specifications are attached and made part of this agreement as Exhibit "A". Said installed UTILITY facilities on the bridge as well as material supplied that is not installed will be the property of the UTILITY.
- b. In addition, UTILITY will decommission the existing Duquesne Light duct bank located on the existing Ridge Place Bridge, as shown on the approved construction drawings. The CITY will, through contract, remove the existing Duquesne Light conduit and brackets (the "Facilities") from the existing Ridge Place Bridge, as shown on the approved construction drawings between Station 33+70 and Station 34+70. Decommissioned conduits and brackets that are being removed will become the property of the CITY's contractor.
- c. UTILITY MAKES NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE FACILITIES BEING REMOVED BY CITY'S CONTRACTOR. CITY agrees to hold UTILITY harmless for any damages to CITY caused by CITY's removal and/or disposal of the Facilities.

2. **PRICE FOR SERVICES AND REIMBURSEMENT PAYMENTS:** Upon completion of the work contemplated by this Agreement, UTILITY shall be given the opportunity to inspect the work and shall timely notify the CITY in writing that (a) the work is satisfactory and acceptable to UTILITY or (b) that the work or parts thereof do not conform to Exhibit A, with a detailed list of the non-conforming elements. If CITY agrees with UTILITY's objections, and if such work is inconsistent with contractor's obligations under the contract, CITY may direct its contractor to promptly correct all nonconforming work at contractor's sole expense. Upon City's acceptance of the contractor's work, the CITY shall provide to the UTILITY the final invoice comprising the actual and related indirect costs thereof, and the UTILITY shall pay to the CITY 100 percent of the actual direct and related indirect costs, an amount estimated to be THIRTY FOUR THOUSAND AND FIVE HUNDRED DOLLARS (\$34,500.00) for the work described herein and itemized in Exhibit "B", which is attached and made part of this Agreement. The CITY will award the bridge construction contract to the lowest responsible bidder for the Bridge Project; the total cost of which will include the cost for the direct and indirect costs for work described in Paragraph 1. Payment of the estimated amount (\$34,500.00) is required within 60 days of the effective date of this AGREEMENT. Final payment adjustments will be made within 60 days of approved bid amount and within 60 days of the PROJECT's final invoice.

3. **TERM OF AGREEMENT:** The term of this Agreement will commence on the date set forth above and will last until the PROJECT is complete and payment is received from UTILITY.

4. **TERMINATION OF AGREEMENT:** If the UTILITY fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to any default of payment, the CITY may suspend or eliminate some or all services listed within this contract or accept and/or pursue on it own said terms, conditions or provisions.

5. **CANCELLATION OF PROJECT:** If for any reason the bridge project referred to herein should be cancelled, abandoned, or revised in such a manner that the work described in Paragraph 1 of this Agreement should no longer be required, then in such event, the only amount payable to the CITY shall be the actual and related indirect cost of the work actually completed at the time of notification by the CITY of said cancellation, abandonment, or revision.

6. **MODIFICATION OR AMENDMENT:** This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, will be deemed to exist or to bind any of the parties hereto. Also, this Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

7. **ASSIGNMENT:** UTILITY may not assign, subcontract or otherwise delegate its duties under this Agreement except as permitted by this Agreement or as may be consented, in writing, by the CITY.

8. **NOTICES:** All notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing, sent by certified mail, return receipt requested, prepaid, and shall be addressed as follows:

TO CITY:

City of Pittsburgh Department of Mobility and Infrastructure  
501 County Office Building  
542 Forbes Avenue  
Pittsburgh, PA 15219

ATTENTION: KARINA RICKS, DIRECTOR

TO UTILITY:

Duquesne Light Company, Legal  
411 Seventh Avenue (16-1)  
Pittsburgh, PA 15219  
ATTENTION: BRIDGETTE DZIEDZIC

Or such other address as either party shall subsequently advise the other. Notices shall be deemed delivered two (2) business days following deposit into the mail.

9. **SUCCESSORS AND ASSIGNS:** All covenants and obligations of the parties under this Agreement will bind their successors, whether or not expressly assumed by successors.
10. **GOVERNING LAW:** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
11. **AUTHORIZING RESOLUTION:** This agreement is entered into by the CITY pursuant to Resolution No. 636, approved SEPTEMBER 20, 2018, effective SEPTEMBER 20, 2018
12. **PITTSBURGH HOME RULE CHARTER; LIABILITY OF CITY:** This agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of CITY hereunder is limited to the sum of Zero Dollars (\$0.00).
13. **DEPOSIT OF FUNDS:** UTILITY will pay the sum agreed upon in Paragraph 2 of this AGREEMENT, to be deposited in the CITY's 20 18 line item (JDE No. 6023305118). Funds will be delivered to the CITY within 60 days of the full execution and delivery of this AGREEMENT. The rights of the UTILITY under this AGREEMENT may not be exercised until the delivery of the agreed to amount in Paragraph 2. Upon the approval for payment of final invoice for the agreed to improvements, any remaining deposited funds are to be returned to the UTILITY by the CITY within 60 days, payable from the same account, JDE No. 6023305118.
14. CITY shall include UTILITY in any relevant warranty and/or indemnification rights CITY obtains from City's contractor.
15. UTILITY agrees that it fully understands the meaning of the above referenced provisions and that in connection therewith, it has by its executive officers, examined the project site and fully understands the character of the Work to be done under this Agreement.
16. **CONDITION PRECEDENT:** The UTILITY will file a copy of this Agreement with the Pennsylvania Public Utility Commission ("Commission") as required by Title 66, Section 507 of the Public Utility Code. The effective date of this Agreement shall be subject to applicable law.
17. **ALLOCATION OF PROJECT COSTS:** The CITY's incurrence of costs of the PROJECT, and the UTILITY's reimbursement thereof in accordance with this Agreement, shall be without

prejudice to the final allocation of PROJECT costs, as may be determined by the Commission (see, e.g., Docket No. A-00119379). Each Party reserves all rights with respect to such proceeding(s) before the Commission, or other competent legal authority, concerning allocation of PROJECT costs.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**DUQUESNE LIGHT COMPANY**

ATTEST:

Digitally signed by Signature  
Date: 2019.04.24  
13:27:00-0500

*Chris Koch 5/16/2019  
John P. Blalock # 5/17/19*

*L.C. Gannon*  
Name: *L.C. Gannon* Date \_\_\_\_\_  
Title: *Asst Corp. Secy*

By: *[Signature]*  
Name: *FM JORAN* Date \_\_\_\_\_  
Title: *VP OPERATIONS*

**CITY OF PITTSBURGH**

WITNESS: *[Signature]*

*[Signature]* *6-14-19*  
Director, Department of Mobility and Infrastructure

EXAMINED BY: *Anthony Bilan*  
Assistant City Solicitor

APPROVED AS TO FORM: *[Signature]*  
City Solicitor

ATTEST: *[Signature]*  
Secretary to the Mayor

*[Signature]*  
Mayor

COUNTERSIGNED: *Michael Egan* *7-30-19*  
City Controller *52985*



*[Signature]*

CITY CONTROLLER'S OFFICE

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**EXHIBIT "B"**  
CONSTRUCTION COST ESTIMATE

**CONSTRUCTION**  
**COST ESTIMATE**

for

**West Ohio Street & Ridge Place Bridges**

**Utility Relocation - Construction Cost Estimate**

SHEET 1 of 1

Date: 8/28/18

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QTY.	ITEM PRICE
9000-0200	INSTALLATION OF DUQUESNE LIGHT COMPANY FACILITIES	LS	\$25,000.00	1	\$25,000
9000-0204	DEMOLITION OF DUQUESNE LIGHT COMPANY FACILITIES ON RIDGE PLACE BRIDGE	LS	\$9,500.00	1	\$9,500

**TOTAL      \$34,500**

Notes: 1. Limit of work for the respective items is 20' beyond limit of approach slab on each side of bridge. Work beyond that limit will be by the utility company or their contractor.

EXHIBIT "B"



# City of Pittsburgh

510 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

## Certified Copy

Resolution: 636

File Number: 2018-0434

Enactment Number: 636

Resolution providing for a Contract or Contracts, or the use of existing Contracts, an Agreement or Agreements, or the use of existing Agreements, providing for the design, repairs, maintenance, improvements, emergencies and/or the purchase of materials, equipment and supplies in connection the construction of the West Ohio Street Bridge project; and providing for a Reimbursement Agreement or Agreements with the Commonwealth of Pennsylvania, Department of Transportation, and necessary utilities; and providing for the payment of the costs thereof, not to exceed \$4,579,676.00.

**Be it resolved by the Council of the City of Pittsburgh as follows:**

**Section 1.** The Mayor and the Director of the Department of Mobility and Infrastructure, on behalf of the City of Pittsburgh, are hereby authorized to advertise for proposals and to award and to enter into a Contract or Contracts, or to use existing Contracts, an Agreement or Agreements, or to use existing Agreements, providing for the design, repairs, maintenance, improvements, emergencies and/or the purchase of materials, equipment and supplies in connection with construction of the West Ohio Street Bridge project; The project is at a cost not to exceed \$4,579,676.00, chargeable to and payable from the following account:

JDE JOB NO.	JDE FUND	BUDGET YEAR	AMOUNT	SOURCE
4023305916	40114	2016	\$1,260,400.00	FHWA
4023305916	40114	2016	\$ 236,325.00	SHWA
4023305916	40114	2016	\$ 78,775.00	BOND
4023305917	40114	2017	\$2,088,000.00	FHWA
4023305917	40114	2017	\$ 391,500.00	SHWA
4023305917	40114	2017	\$ 130,500.00	BOND
6023305918	40114	2018	\$ 315,340.60	FHWA
6023305918	40114	2018	\$ 59,126.40	SHWA
6023305018	40017	2018	\$ <u>19,709.00</u>	BOND
			\$4,579,676.00	

**Section 2.**

The Mayor and the Director of the Department of Mobility and Infrastructure, on behalf of the City of Pittsburgh, are hereby authorized to enter into a Reimbursement Agreement with the Commonwealth of Pennsylvania, Department of Transportation, for reimbursement of the federal government portion of costs related to the project.

**Section 3.**

The Mayor and the Director of the Department of Mobility and Infrastructure, on behalf of the City of Pittsburgh, are hereby authorized to enter into a Reimbursement Agreement with relevant utility companies, for reimbursement to the City of their share of costs.

Funding for reimbursable utility work will be deposited to and the amounts reauthorized from:

JDE JOB NO.	JDE FUND	BUDGET YEAR	SOURCE
6023305118	40118 2018		PAYGO

Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

I certify that this is a true copy of Resolution No. 636, passed by Council on 9/18/2018, approved by the Mayor on 9/20/2018. Effective Date 9/20/2018.

Attest:



Brenda F. Pree, City Clerk

September 24, 2018

Date Certified

**EXHIBIT “A”**

**CONTRACT PLANS AND SPECIFICATIONS**

