

**AMENDMENT NUMBER 1**  
**to**  
**PROJECT PARTNERSHIP AGREEMENT**

**Dated, 4 January 2010**  
**Between**  
**Department of the Army**  
**and**  
**Town of Agawam**  
**for the Construction of the**  
**Emergency Streambank Protection**  
**for a Sewer Interceptor along the Westfield River**

This Amendment Number 1 is entered into as of the last day and date below listed by and between the Department of the Army, (hereinafter the "Government"), represented by the U.S. Army Engineer, New England District and the town of Agawam (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

**WITNESSETH THAT:**

**WHEREAS**, the Government entered into a Project Partnership Agreement (hereinafter "PPA") dated January 4, 2010 with the town of Agawam, Massachusetts, for design and construction services associated with the Emergency Streambank Protection Project for a Sewer Interceptor along the Westfield River in Agawam, Massachusetts, as defined in the PPA;

**WHEREAS**, since the execution of the PPA, significant settlement and erosion of the riverbank has occurred as a result of a hurricane event and heavy rainfall, causing the riverbank stabilization project to fail and making it necessary to amend the PPA and repair the project:

***AGREEMENT***

**NOW, THEREFORE**, the parties agree to amend the PPA as follows:

1. Article I. A. is amended to add the following at the end of the paragraph:  
The term "Project" shall include the following repair work: the removal of approximately 80 linear feet of steel sheeting, above the ground surface, along the Westfield River in Agawam, Massachusetts. The top of slope will be stabilized with geocell earth retaining system, filled with topsoil and seeded, as generally described in the Design Deficiency Report, Westfield River, Emergency Streambank Protection (Section 14) Agawam, Massachusetts, dated 15 February 2012, and approved by the North Atlantic Division, Chief, Planning and Policy Programs Directorate on April 10, 2012.
2. Article I.C. is amended to add the following to the end of the paragraph:  
The term "period of construction" shall include the period of time for the repair work.
3. Article VI. A.1. is removed and amended by:  
As of the effective date of this Agreement, *Total project cost* are projected to be \$591,380; the Non-Federal Sponsor's contribution of funds required by Article II.B.1. and Article II .B.3. of this Agreement is projected to be \$206,983 the Non-

Federal Sponsor's contribution of funds required by Article 11.C.2. of this Agreement is projected to be \$0; the *non-Federal proportionate share* is projected to be 35 percent the Non-Federal Sponsor's contribution of funds required by Article XVII.B.3 of this Agreement is projected to be \$0; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be \$ 0; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

4. Article VI. C. is amended to add the following at the beginning of the paragraph:

The final accounting provided to the city on September 27, 2011, will here after be considered an interim accounting.

5. All other provisions of the PPA shall remain in full force and effect unless duly modified or amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1, which shall become effective upon the date it is signed by the District Engineer.

**TOWN OF AGAWAM**

Richard A. Cohen (seal)  
Richard A. Cohen  
Mayor

06 AUG 2013 (date)

**DEPARTMENT OF THE ARMY**

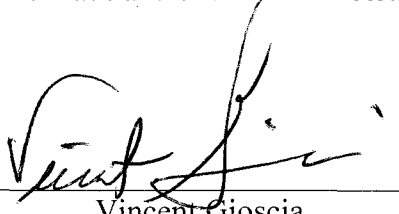
Charles P. Samaris (seal)  
Charles P. Samaris  
Colonel, Corps of Engineers  
District Engineer

15 Aug 13 (date)

***CERTIFICATE OF AUTHORITY***

I, Vincent Gioscia, do hereby certify that I am the principal legal officer of the town of Agawam, that the town of Agawam, Massachusetts, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the town of Agawam in connection with the Emergency Erosion Protection for a Sewer Inceptor along the Westfield River, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the town of Agawam have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 6<sup>TH</sup> day of AUGUST 2013.

  
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Vincent Gioscia  
Town Solicitor  
Town of Agawam

**CERTIFICATION REGARDING LOBBYING**

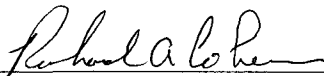
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Richard A. Cohen  
Mayor  
Town of Agawam, Massachusetts

DATE: 8-6-13