

Larry Hogan, *Governor*
Boyd K. Rutherford, *Lt. Governor*



Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

August 25, 2016

Megan Clark
Town Manager
Town of Boonsboro
21 North Main Street
Boonsboro, MD 21713

RE: Supplemental Letter of Agreement
Salt and/or Aggregate for Winter Storm Events
BY 214M84

Dear Ms. Clark:

This Supplement Letter Of Agreement (“**SUPPLEMENTAL LOA**”) between the Maryland State Highway Administration (“**SHA**”) and the Town of Boonsboro, Maryland (“**TOWN**”) sets forth the agreement (“**AGREEMENT**”) between the parties pertaining to fund the withdrawal and payment of salt and/or aggregate for winter storm events during the winter of 2016-17 beginning August 15, 2016 until May 30, 2017 in accordance with the terms and conditions set forth in an AGREEMENT dated **November 20, 2012, (Control No: P00769 M-1), and revised by AMENDMENT 1 dated November 12, 2014, (Control No: P01187 M-1)** by and between SHA and the TOWN. The total amount to be invoiced during the winter of 2016-2017 is not to exceed Thirty Five Thousand Dollars (\$35, 000).

In accordance with the AGREEMENT, base rates for SALT and SHA Overhead for this SUPPLEMENTAL LOA are as follows:

SALT: \$128.13 per ton

SHA OVERHEAD: 8.22% (or the prevailing rate as approved by FHWA, and in use at the time of withdrawal)

Should weather severity increase the TOWN’s demand for SALT, and depending on SALT availability from SHA, an Amendment to the LOA and the AGREEMENT will be required for amounts in excess of those funds previously stated.

Pursuant to the terms of the AGREEMENT and SHA’s Procurement regulations, the tonnage price for SALT includes the base rate for delivery and shall be adjusted accordingly at the date of actual withdrawal.

The parties agree to invoicing and payment as sets forth in the AGREEMENT. Additionally, pursuant to the AGREEMENT, SHA may seek recourse against the TOWN’s Highway User

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Revenue or use of Central Collections Unit (CCU) for outstanding invoices dated sixty (60) days or more.

The parties further agree that SHA may limit and/or deny SALT to the TOWN due to weather severity, shortages, etc. It shall be the TOWN's responsibility to contact SHA to verify the availability of SALT prior to arrival at an SHA facility.

SHA and the TOWN agree to cooperate with each other to accomplish the terms and conditions of this SUPPLEMENTAL LOA and the AGREEMENT.

If the terms of this SUPPLEMENTAL LOA are acceptable to the TOWN, please sign both originals where indicated and return the two (2) originals to:

Dale Edwards
Assistant Agreements Coordinator
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202

Once both originals are fully executed, one (1) original will be returned to you for the TOWN's use and information.

Sincerely,

MARYLAND STATE HIGHWAY
ADMINISTRATION

Witness:

Anthony Crawford Date
District Engineer

Recommended for Approval:

**Verification that SUPPLEMENTAL LOA
is consistent with AGREEMENT:**

Paul Frushour
Resident Maintenance Engineer

Dale Edwards
Assistant Agreements Coordinator

CONCURRENCE:

TOWN OF BOONSBORO

Witness:

Megan Clark Date
Town Manager
Town of Boonsboro
