EAST COVENTRY TOWNSHIP
BOARD OF SUPERVISORS

CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2014-08

BE IT RESOLVED, by authority of the Board of Supervisors of East Coventry Township, Chester County, and it is hereby resolved by authority of the same, that the Chairman, Board of Supervisors of East Coventry Township be authorized and directed to sign the attached Automated Red Light Enforcement Program Project Funding Agreement on its behalf.

ATTEST:

(Bernard A. Rodgers, Secretary)

East Coventry Township

By: _____

(Ray Kolb, Chairman – Board of Supervisors)

I, Ray Kolb, Chairman of the Board of Supervisors of East Coventry Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors held the 14th day of April, 2014.

DATE: 4-14-14

_____

(Ray Kolb – Chairman, Board of Supervisors)

EFFECTIVE DATE _____
(Department will insert)

AGREEMENT NO. 162177

COUNTY Chester

FID NO. 23-6000285

SPONSOR East Coventry Township

SAP VENDOR NO. 138640

MPMS NO. _____

AUTOMATED RED LIGHT ENFORCEMENT PROGRAM PROJECT FUNDING AGREEMENT—INDIVIDUAL PROJECTS

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

and

the Township of East Coventry, Chester County, of the Commonwealth of Pennsylvania, acting through its proper officials ("SPONSOR").

WITNESSETH:

WHEREAS, Section 3116(*l*)(2) of the Vehicle Code, 75 Pa. C.S. 3116(*l*)(2), relating to automated red light enforcement systems in first class cities, provides that fines imposed for violation of this section, after deduction of operation and maintenance costs, shall be remitted to the DEPARTMENT for deposit into the Motor License Fund; and,

WHEREAS, Section 3116(*l*)(2) of the Vehicle Code, 75 Pa. C.S. 3116(*l*)(2), provides further that the DEPARTMENT shall use the fines to develop, by regulation, an Automated Red Light Transportation Enhancements Grant Program ("Program"); and,

WHEREAS, 67 Pa. Code Chapter 233 contains the DEPARTMENT regulations setting forth the requirements, criteria and procedures applicable to projects funded through the Program; and,

WHEREAS, the Program is 100 percent state-funded from a separate restricted account (Appropriation 244) within the Motor License Fund; and,

WHEREAS, the Program is distinct and separate from the federally-funded Transportation Enhancements Program administered by the DEPARTMENT; and,

WHEREAS, local governments, planning organizations and Commonwealth agencies are eligible to serve as sponsors for projects funded through the Program; and,

WHEREAS, the projects eligible for funding are those that improve highway safety and mobility and reduce congestion; and,

WHEREAS, the DEPARTMENT may or may not fully fund the entire cost of a project approved for participation in the Program; and, even though matching funds are not required, the SPONSOR will be financially responsible for any costs not covered by state funding; and,

WHEREAS, the DEPARTMENT, following review of the SPONSOR's application ("Application"), which is incorporated by reference as though physically attached to this Agreement, has selected its project, more fully described below in Paragraph 2 ("Project") and as further described in its Application, for participation in the Program and has extended an offer of funding to it; and,

WHEREAS, the SPONSOR has signified its willingness to participate in the Program by accepting the offer; entering into this Agreement; and proceeding with the Project in accordance with the terms, conditions and provisions set forth below.

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

1. RECITALS

The recitals set forth above are incorporated by reference as a material part of this Agreement.

2. GENERAL PROVISIONS

(a) The SPONSOR, subject to the payment procedures set forth in this Agreement, shall participate in the design and construction of the improvements constituting the Project at the following location in accordance with plans, policies, procedures and specifications prepared and/or approved by the DEPARTMENT; the conditions of this Agreement; the regulations promulgated at 67 Pa. Code Chapter 233; the document entitled "Automated Red Light Enforcement Transportation Enhancement Grants from Automated Red Light Enforcement System Revenues – Policy," dated November 2010 and any amendments and supplements to it ("Policy Document"); and, depending upon the scope of work, the most current version of either DEPARTMENT Publication No. 9, *Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and Act 44 of 2007 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended* ("Publication 9"), or DEPARTMENT Publication No. 39, *Procedures for the Administration of Municipal Projects* (Publication 39"), both of which are incorporated into this Agreement by reference as though physically attached to it:

Type of Improvement

Traffic Signal Modernization & Geometric Improvements

Location

Intersection of New Schuylkill Road SR 724 / Bethel Church Road SR 1035 / Linfield Road SR 1035 in East Coventry Township, Chester County

(b) The SPONSOR shall complete the preliminary engineering, including environmental studies, final design, utility relocation, right-of-way acquisition, construction and construction inspection, as outlined in this Agreement, for the each project undertaken ("Project") in accordance with policies, procedures and

specifications prepared or approved by the DEPARTMENT and the conditions of this Agreement.

(c) The DEPARTMENT intends to allow the SPONSOR as much flexibility as possible in the performance of the Project, consistent with the regulations at 67 Pa. Code Chapter 233, the Policy Document, and the standards and criteria contained in the DEPARTMENT publications specified in Chapter 6 of the Policy Document. Furthermore, the DEPARTMENT intends to allow the Engineering District as much flexibility as possible in the administration and oversight of the Project, consistent with statute, regulation and policy, including determination of which unit or program area within the Engineering District shall exercise the administrative and oversight functions.

(d) All changes to terms and conditions of this Agreement must be in the form of a fully executed supplemental agreement signed by the same entities that executed the original agreement.

3. DESIGN

(a) The SPONSOR, with its own forces or by contract, shall design the Project. The design shall be in accordance with 67 Pa. Code § 233.10; the standards and criteria contained in the current versions of the DEPARTMENT publications specified in Chapter 6 of the Policy Document; and such other standards, criteria, policies and procedures as the DEPARTMENT may issue from time to time relating to projects funded by the Program. If the DEPARTMENT is providing Program funding assistance for Project design activities, Exhibit "A" attached to and made part of this Agreement will so indicate, with the estimated cost and amount of assistance. If not, the SPONSOR shall have sole financial responsibility for all design costs.

(b) The SPONSOR shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Project. This obligation includes, where necessary, preparing or revising environmental reports or other documents required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At the DEPARTMENT's request, the SPONSOR, prior to advertising and letting the Project, shall furnish the DEPARTMENT with evidence of the approvals and permits, licenses and, where necessary, approved environmental documents.

4. UTILITY, RIGHT-OF-WAY AND PUC MATTERS

If the Project involves utility relocation, right-of-way acquisition or application to the Pennsylvania Public Utility Commission ("PUC"), the SPONSOR shall proceed in accordance with the standards and criteria contained in Publication 39 and any DEPARTMENT policies, publications, manuals or other documents referenced therein or otherwise applicable to these matters.

5. AVAILABILITY OF MUNICIPAL FUNDS

(a) The SPONSOR, by executing this Agreement, certifies that it has on hand, or will obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the SPONSOR, and not the DEPARTMENT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for state assistance and shall bear such excess costs. The SPONSOR shall be solely responsible for one hundred percent (100%) of this portion of the total Project costs. The SPONSOR may use any combination of funds from its own budget and/or outside sources, whether public or private.

(b) If the DEPARTMENT changes payment procedures to a reimbursement basis, as provided below in Subparagraphs 9(f) and (g), so that the SPONSOR is required

to pay its contractors, consultants or suppliers first, or if the SPONSOR for its own reasons chooses to pay contractors, consultants or suppliers first and then seek reimbursement from the DEPARTMENT, the SPONSOR may use moneys from its Liquid Fuels Tax Fund account for the payments, subject to the following conditions:

(i) The activity or item shall be otherwise eligible as a Liquid Fuels Tax Fund expenditure, in accordance with the relevant statutes governing allocations to and expenditures from the Liquid Fuels Tax Fund account; 67 Pa. Code Chapter 449, relating to Liquid Fuels Tax Funds; and Publication 9; and

(ii) Following reimbursement by the DEPARTMENT, the SPONSOR shall promptly repay its Liquid Fuels Tax Fund account in an amount equal to the amount of Liquid Fuels Tax Fund moneys expended and shall provide the DEPARTMENT with documentation evidencing the repayment.

6. CONTRACT DEVELOPMENT

(a) The SPONSOR, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, estimates ("PS&E") and bid proposal documents required to bid the Project. Exhibit "B," attached to and made a part of this Agreement, lists the documents that may be required for the bid proposal. All work shall conform with applicable state laws and requirements including, but not limited to, those outlined in the most current version of Publication 9.

(b) The SPONSOR, upon completion, shall submit all required bid documents to the DEPARTMENT for review and approval. The DEPARTMENT shall prepare the bid proposal documents required to bid the Project. However, where the SPONSOR is allowed to handle bidding and award itself, as provided in Paragraph 7, the SPONSOR shall be responsible for preparing all bid proposal

documents and submitting them to the DEPARTMENT for review and approval. The DEPARTMENT then shall issue an authorization to advertise for bids, upon:

(i) Approval of a right-of-way certification (if applicable);

(ii) Approval of a Utility Clearance Assurance Statement (if applicable);

(iii) Completion of the PS&E review; and

(iv) Satisfactory resolution of any comments.

(c) The DEPARTMENT, prior to issuance to prospective bidders, must review and approve any addenda to the approved bid documents.

(d) All bid documents shall require that the contractor be prequalified by the DEPARTMENT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders,* and that the contractor use only DEPARTMENT-certified materials.

(e) All bid documents shall require that the prospective bidders name the SPONSOR as an additional insured on the certificate of insurance.

7. LETTING AND AWARD

(a) If the SPONSOR has in place procedures that the DEPARTMENT has previously approved, allowing the SPONSOR to handle the bidding and award itself, the SPONSOR shall advertise for bids, open bids and award the construction contract in its own name, in accordance with applicable state laws and requirements. Otherwise, the DEPARTMENT shall advertise for bids, open bids and award the construction contract in the name of the SPONSOR, in accordance with the same

state laws and requirements. In either case, the SPONSOR shall execute the contract and issue the notice to proceed.

(b) At the SPONSOR's option and subject to the approval of the Engineering District, the SPONSOR may request that the DEPARTMENT bid the Project on the SPONSOR's behalf electronically through the Engineering and Construction Management System ("ECMS"). In that case, after ECMS has been populated with all required bid documents, the DEPARTMENT shall advertise for bids, open bids and with the concurrence of the SPONSOR (which will indicate its concurrence electronically) award the construction contract in the name of the SPONSOR, all in accordance with DEPARTMENT Publication No. 526, *ECMS Municipal/Sponsor Guidance*. The SPONSOR shall enter into and execute the contract with the successful bidder electronically through ECMS. Following coordination with the SPONSOR, the DEPARTMENT shall issue the notice to proceed through ECMS to the contractor.

8. CONSTRUCTION INSPECTION

(a) The SPONSOR, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of DEPARTMENT Publication No. 408, *Specifications,* and its amendments and supplements. The SPONSOR shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of Publication 9. The DEPARTMENT, based on requirements of the most current version of DEPARTMENT Publication 39, will determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the SPONSOR's inspectors. Normally at least one full-time inspector is required for each project. The DEPARTMENT will oversee the Project but will not provide these inspection services, except for

inspection of work performed on state highways, which the DEPARTMENT will conduct with its own forces or by contract.

(b) In addition to the inspection services that the SPONSOR shall provide pursuant to subparagraph (a) above, the DEPARTMENT, another agency of the Commonwealth, or both, or a person designated or authorized by the DEPARTMENT shall have the absolute right to conduct, without notice, inspections related to the Project in accordance with 67 Pa. Code § 233.12, relating to inspections. Furthermore, the DEPARTMENT shall have right to conduct additional Project-related inspections and testing as otherwise provided in the regulations.

9. PAYMENT PROCEDURES AND RESPONSIBILITIES

(a) Subject to the terms set forth in this Agreement and the requirements of 67 Pa. Code § 233.13, relating to payment procedures and in conformance with the policies adopted by the DEPARTMENT, the DEPARTMENT, from funds allocated by the General Assembly for the Program, shall make payment to the SPONSOR for the allowable construction costs of the Project. Exhibit "A" sets forth the activities or phases being reimbursed, their estimated costs and the amount of financial assistance being provided under the Program. As provided in 67 Pa. Code § 233.9(c), relating to grant conditions, the assistance provided may or may not fully fund the entire construction costs of the Project.

(b) The SPONSOR shall submit to the DEPARTMENT payment requests for the following items:

(i) Allowable costs for work performed by the SPONSOR's forces on the Project;

(ii) Work performed on the Project by the SPONSOR's contractor(s) or consultant(s);

(iii) Materials, supplies and equipment provided for the Project by vendors; and

(iv) Allowable costs incurred in the acquisition of right-of-way, utility relocations or both, if the Project involves these activities and Program funding assistance is being made available for them.

(c) Payment requests shall be limited to monthly submissions and shall include actual cost documentation, consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs, satisfactory to the DEPARTMENT.

(d) The SPONSOR is obligated to submit to the DEPARTMENT invoices from its contractor(s) and vendor(s) as it receives them, in accordance with the submission schedule set forth above, to assure prompt payment of the contractor(s) and vendor(s) for work performed and materials supplied to date.

(e) Following review and approval of the payment request, the DEPARTMENT shall pay the SPONSOR for the DEPARTMENT's share of allowable Project costs.

(f) The SPONSOR shall pay the DEPARTMENT's share and, to the extent that the DEPARTMENT is not fully funding the entire costs of either the Project itself or a particular phase thereof, the SPONSOR's share of these costs to its contractor(s) and vendor(s) within thirty (30) calendar days from receipt of the DEPARTMENT's payment; provided, however, that the final ten percent (10%) of the total payment shall not be paid by the SPONSOR until final inspection and approval of the Project. The SPONSOR, as part of its record-keeping obligation, shall maintain records of receipt and payment of such funds. Failure to comply

with this subparagraph or the requirements of Subparagraph (d) above relating to submission of invoices, shall constitute a default, and the DEPARTMENT shall have the right to change payment procedures unilaterally to a reimbursement basis. If the SPONSOR is a political subdivision, the DEPARTMENT shall have the additional right to invoke Paragraph 14 below, relating to withholding of Liquid Fuels Funds.

(g) If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in Subparagraph (f) above, or if the SPONSOR for its own reasons proceeds on a reimbursement basis, the following procedures shall apply:

(i) The SPONSOR shall submit to the DEPARTMENT not more frequently than once per month its requests for reimbursement.

(ii) These requests shall include by way of supporting documentation verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or a certified letter from the consultant(s) or contractor(s) or vendor(s) acknowledging payment.

(iii) After reviewing the verification concerning payment of the consultant(s) or contractor(s) or vendor(s) and material certifications and determining the payment requests to be satisfactory, the DEPARTMENT shall approve them for payment.

(iv) Upon approval of the requests, the DEPARTMENT shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, project number, amount paid by the SPONSOR and state participation amount, together with a copy of the supporting documentation. The Office of Comptroller Operations will process these requests for payment of the state-funded portion.

(v) As Program funds are made available, the DEPARTMENT shall reimburse the SPONSOR for the approved charges, up to the amount of state participation.

(h) The SPONSOR shall be responsible for all costs not paid for or reimbursed by the DEPARTMENT with Program funds, including, but not limited to the following:

(i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;

(ii) Time delays and extensions of time or termination of construction work;

(iii) Interest for late payments;

(iv) Interest incurred by borrowing money;

(v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;

(vi) Unforeseen utility relocation costs;

(vii) Unforeseen costs for environmental litigation and reports; and

(viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

This provision shall not preclude the SPONSOR from modifying the scope of the Project, with the approval of the DEPARTMENT, in the event that the costs exceed the available funds.

(i) The DEPARTMENT shall not reimburse the SPONSOR for additional or extra work done or materials furnished if not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has issued prior written approval of the additional or extra work or materials. If the SPONSOR performs any work or furnishes any materials without the DEPARTMENT's prior written approval, the SPONSOR does so at its own risk, cost and expense. The SPONSOR shall not interpret the DEPARTMENT's approval as authority to increase the maximum amount of state assistance in Subparagraph (b) above.

(j) The SPONSOR shall be responsible for payment of inspection costs incurred by the DEPARTMENT for work on state highways. If the Project includes these inspection costs, they appear as estimates on Exhibit "A." The DEPARTMENT shall invoice the SPONSOR for the inspection costs on a monthly basis. Failure by the SPONSOR to reimburse the DEPARTMENT within thirty (30) days of receipt of the DEPARTMENT's invoice shall cause the SPONSOR to be in default of payment. In the event of such default, the DEPARTMENT may, in its sole discretion, consider the Project to be terminated, whereupon the SPONSOR shall be obligated to reimburse all DEPARTMENT funds in accordance with Paragraph 11 below.

(k) The SPONSOR shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in Subparagraph (b) above to the DEPARTMENT within one (1) year of the acceptance of the Project. If the SPONSOR fails to submit its final invoices within this one- (1-) year period, it may forfeit all remaining state financial participation in the Project.

10. RECORDS AND AUDIT REQUIREMENTS

The SPONSOR shall comply with the recordkeeping and audit requirements prescribed by 67 Pa. Code § 233.11 and as further set forth in the Policy Document and shall allow the DEPARTMENT or any other authorized representatives of the Commonwealth access to its books, documents, papers and records pertinent to this Project for purposes of audit and examination during the Project construction period and thereafter for the period specified by the regulation. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the SPONSOR shall keep, and shall require its contractor(s), to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable. The SPONSOR shall include in any contract into which it enters with respect to the Project a clause allowing the DEPARTMENT or any other authorized representatives of the Commonwealth access to the records of the SPONSOR's contractor or vendor for purposes of accounting and audit.

11. ABANDONMENT OR POSTPONEMENT OF PROJECT

If the SPONSOR abandons or indefinitely postpones the Project, it may terminate this Agreement by sending the DEPARTMENT a thirty- (30-) day written notice of termination, with the understanding that, since the DEPARTMENT will not participate in any costs of a Project that is not completed and since the DEPARTMENT must be reimbursed for all costs incurred by it for the Project, the SPONSOR must reimburse the DEPARTMENT accordingly. Furthermore, the DEPARTMENT itself may consider the Project to be abandoned because of lack of activity on the Project by the SPONSOR or failure to pay its contractor(s) or consultant(s). In either case, the SPONSOR shall reimburse the DEPARTMENT, within thirty (30) days of receipt of a statement from the DEPARTMENT, in an amount equal to the sum of (i) all state funds received by the SPONSOR for redeposit into Appropriation 244 of the Motor License Fund and (ii) all costs incurred by the DEPARTMENT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the SPONSOR.

12. MAINTENANCE AND OPERATION OF IMPROVEMENTS

A. For improvements situated within local roads and rights-of-way, the following requirements apply:

(a) The SPONSOR, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement. The SPONSOR shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The SPONSOR certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:

(i) Periodic inspections;

(ii) Functional review of traffic operations;

(iii) Appropriate preventative maintenance, which shall include, where applicable, cleaning, lubricating and refurbishing of electrical equipment;

(iv) A systematic record-keeping system; and

(v) A means to handle the notification and implementation of emergency repairs.

As part of this required maintenance program, the SPONSOR shall establish or maintain, if it is not doing so already, a functional traffic engineering unit in conformity to Exhibit "H," attached to and made a part of this Agreement.

(b) The existence of functioning maintenance and operation services shall not exempt the SPONSOR from complying with the provisions of the Vehicle Code (75 Pa.

C.S. § 101 *et seq.),* as amended, pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*), as amended.

(c) The SPONSOR and the DEPARTMENT agree that each party shall administer, enforce and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements, including parking regulations and traffic controls as necessary. The parties further agree that the enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law of 1945, as amended, as well as those ordinances, rules and regulations issued by appropriate governmental agencies in implementation of these statutes.

(d) The SPONSOR acknowledges that the DEPARTMENT may disqualify the SPONSOR from future state participation on SPONSOR-maintained projects if the SPONSOR fails to:

(i) Provide for the proper maintenance and operation of the completed improvements; or

(ii) Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.

(e) The SPONSOR agrees that the DEPARTMENT shall withhold state funds until one or both of the following (as applicable) have taken place:

(i) The SPONSOR has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.

(ii) The SPONSOR has brought the traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to the DEPARTMENT.

(f) This Agreement is without prejudice to the right of the SPONSOR to receive reimbursement for maintenance costs from any railroad or party other than the DEPARTMENT, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

B. For improvements situated within DEPARTMENT roads and rights-of-way, the DEPARTMENT, as the entity exercising authority and jurisdiction over those roads and rights-of-way, shall operate and maintain all of the completed improvements financed with Program funds as part of the state highway system, consistent with the requirements of the Vehicle Code, as amended; the State Highway Law of 1945, as amended; and Commonwealth regulations; provided, however, that the following requirements shall apply to the following specific types of improvements:

(a) If there is any signalization, it shall be operated by the SPONSOR, pursuant to a separate traffic signal maintenance agreement between the DEPARTMENT and the SPONSOR and a traffic signal permit issued by the DEPARTMENT to the SPONSOR. If there are official traffic-control devices other than signalization, the SPONSOR shall operate them in accordance with the approvals or authorizations issued by the DEPARTMENT to the SPONSOR.

(b) Maintenance responsibility for curbing, sidewalks and other improvements situated beyond the curb face or curb lines shall be in accordance with the current version of DEPARTMENT Publication No. 23, *Maintenance Manual*.

(c) Maintenance responsibility for drainage improvements shall be in accordance with the current version of DEPARTMENT Publication No. 23, *Maintenance Manual*.

(d) The SPONSOR shall be responsible for maintenance of crosswalks. In addition, the SPONSOR shall be responsible for maintenance of the DEPARTMENT's roadway on either side of the crosswalk for such distance as the DEPARTMENT shall prescribe.

13. SAVE HARMLESS

The SPONSOR shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, relating to personal injury, including death, or property damage, arising out of the preliminary engineering, final design, right-of-way acquisition, utility relocation, construction, operation or maintenance of the Project improvements, by the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

14. WITHHOLDING OF LIQUID FUELS FUNDS (POLITICAL SUBDIVISIONS ONLY)

If the SPONSOR is a political subdivision and it fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of forty-five (45) days, the SPONSOR authorizes the DEPARTMENT to withhold so much of the SPONSOR's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due under this Agreement; and the SPONSOR authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

15. REQUIRED CONTRACT PROVISIONS

The parties agree, and the SPONSOR shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, antisolicitation, information and reporting provisions. The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit "C" and made a part of this Agreement. As used in this clause, the term "Contractor" means the SPONSOR.

16. CONTRACTOR INTEGRITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Contractor Integrity Provisions*, which are attached as Exhibit "D" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

17. OFFSET PROVISION

The SPONSOR agrees that the Commonwealth of Pennsylvania ("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.

18. TERMINATION OF AGREEMENT FOR LACK OF FUNDS

The DEPARTMENT may terminate this Agreement if the DEPARTMENT does not receive the necessary state funds allocated for the purpose stated in this Agreement. Termination shall become effective as of the termination date specified in the DEPARTMENT's written notice of termination to the SPONSOR specifying the reason for termination. The DEPARTMENT shall reimburse the SPONSOR for all eligible work performed under this Agreement up to the date of the notice of termination, or such other date that the notice of termination shall specify.

19. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Provisions Concerning the Americans with Disabilities Act*, which are attached as Exhibit "E" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

20. CONTRACTOR RESPONSIBILITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the *Contractor Responsibility Provisions*, which are attached as Exhibit "F" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

21. ELECTRONIC ACCESS TO ENGINEERNG AND CONSTRUCTION MANAGEMENT SYSTEM

The DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, has established a program whereby political subdivisions and other entities, both public

and private, are permitted to register as DEPARTMENT business partners in order to access ECMS for the purpose of electronically submitting technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects. If the SPONSOR has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner, to be authorized electronic access to ECMS for the purposes of entering information into and exchanging data with ECMS, the SPONSOR, by executing this Agreement, authorizes the DEPARTMENT to enter electronically the data necessary to register the SPONSOR as a DEPARTMENT business partner. The SPONSOR understands and acknowledges that registration as a business partner is necessary for it to receive payment for the Project. Furthermore, by becoming registered as a business partner, the SPONSOR agrees to the following conditions:

(a) The SPONSOR is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to ECMS. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The SPONSOR is responsible for the procurement and cost of any data communications lines required to connect to ECMS. The SPONSOR is responsible for the cost of telephone lines and usage.

(b) The SPONSOR will be permitted access to ECMS as the DEPARTMENT shall direct.

(c) The SPONSOR shall implement appropriate security measures to insure that only authorized employees of the SPONSOR will have access to and enter data into the System. The SPONSOR agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the SPONSOR by the DEPARTMENT. The SPONSOR agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The SPONSOR agrees to accept full responsibility for controlling the User ID codes that the SPONSOR assigns to the employees of the SPONSOR. The SPONSOR agrees to deactivate an employee's

User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the SPONSOR. The SPONSOR agrees that the SPONSOR'S employees may not share User ID codes. The SPONSOR agrees to be responsible for the items submitted under one of its assigned User ID codes.

(d) The DEPARTMENT shall make provisions for the SPONSOR to obtain initial training for ECMS. This training may not include any non-ECMS program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

(e) The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make ECMS available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when ECMS databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.

22. AUTOMATED CLEARING HOUSE PROVISIONS

Because the DEPARTMENT will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the SPONSOR shall comply with the following provisions governing payments through ACH:

(a) The DEPARTMENT will make payments to the SPONSOR through ACH. Within ten (10) days of the execution of this Agreement, the SPONSOR must submit or must have already submitted its ACH information on an ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired, to the Commonwealth of Pennsylvania's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller

Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

(b) The SPONSOR must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the SPONSOR to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the SPONSOR to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

23. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the SPONSOR shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "G" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the SPONSOR.

24. COMPLETION OF WORK

The SPONSOR shall complete the work under this Agreement no later than three (3) years from the effective date shown on Page 1.

25. EFFECTIVE DATE OF AGREEMENT

This Agreement and the authorizations granted in it shall not be effective until executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

[Remainder of page left blank intentionally]

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

ATTEST:

Title: Township Secretary 4-14-14 Date

SPONSOR*

BY Ray Kell 4-14-14

Title: Chairman Date

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:

BY _____
for Chief Counsel Date

Preapproved Form:
OGC Form No. 18-K-4050
Appv'd OAG 08/25/11

FUNDS COMMITMENT DOC. NO. 162177000
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. 6024400003
SAP COST CENTER 7840620000
GL ACCOUNT 6600400
AMOUNT $185,200.00

BY _____
for Comptroller Operations Date

Contract No. 162177, is split 0%, expenditure amount of $0 for federal funds and 100%, expenditure amount of $185,200.00 for state funds. The related federal assistance program name and number is n/a; n/a. The state assistance program name and SAP fund is Red Light Photo Enforcement Program; 6024400001.

***SPONSOR's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

PROJECT ESTIMATED COSTS

	SPONSOR-Incurred Costs	Commonwealth-Incurred Costs	Phase Totals
Preliminary Engineering	$_____	$_____	$_____
Final Design	$_____	$_____	$_____
Utilities	$_____	$_____	$_____
Right-of-Way	$_____	$_____	$_____
Construction	$185,200.00	$_____	$185,200.00
SUBTOTALS	**$185,200.00**	$0	**$185,200.00**

COST SHARING (SPONSOR-Incurred Costs)

	State (100%)	SPONSOR (0%)	Phase Subtotals
Preliminary Engineering	$_____	$_____	$_____
Final Design	$_____	$_____	$_____
Utilities	$_____	$_____	$_____
Right-of-Way	$_____	$_____	$_____
Construction	$185,200.00	$_____	$185,200.00
TOTALS	**$185,200.00**	$0	**$185,200.00**

COST SHARING (Commonwealth-Incurred Cost)

	State (0%)	SPONSOR (0%)	Phase Subtotals
Preliminary Engineering	$_____	$_____	$_____
Final Design	$_____	$_____	$_____
Utilities	$_____	$_____	$_____
Right-of-Way	$_____	$_____	$_____
Construction	$_____	$_____	$_____
TOTALS	$0	$0	$0

TOTAL COST

State	SPONSOR	Total
($185,200.00)	($0)	($185,200.00)

COUNTY: Chester
SPONSOR: East Coventry Township
PROJECT NAME: Parker Ford Safety & Capacity Improvements
Project Agmt. No.: 162177

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

All Original Plan Sheets
Engineer's Pre-Bid Construction Cost Estimate

B. Bid Proposal and Specifications (to prospective bidders)
Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder's Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference (if any)
Award of Contract
Anticipated Notice to Proceed Date
Sworn Affidavit
Act 287
Act 247
Air Pollution Control
Utilities
Specifications
General Contract Conditions

Attachments

Pre-bid Construction Schedule
Notice
Prevailing Minimum Wage
Special Supplement—Anti-Pollution Measures
Commonwealth Nondiscrimination/Sexual Harassment Clause

July 19, 2010

COMMONWEALTH NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

June 17, 2010

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

   a. Approved in writing by the Commonwealth prior to its disclosure; or

   b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

   c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

   d. Necessary for purposes of Contractor's internal assessment and review; or

   e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or

   f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

   g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

   a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

(1) obtaining;

(2) attempting to obtain; or

(3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c. Violation of federal or state antitrust statutes.

d. Violation of any federal or state law regulating campaign contributions.

e. Violation of any federal or state environmental law.

f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act,* 77 P.S. 1 *et seq*.

h. Violation of any federal or state law prohibiting discrimination in employment.

i. Debarment by any agency or department of the federal government or by any other state.

j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing

business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq.*, The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C.F.R. § 35.130*, and all other regulations promulgated under *Title II* of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

October 25, 2010

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

Contract Provisions – Right to Know Law 8-K-1532

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

GUIDELINES TO PREPARING
MUNICIPAL METHOD OF
MAINTENANCE OPERATION AND SERVICES

1. The MUNICIPALITY must provide for the proper maintenance of all completed projects under its jurisdiction. To comply with this federal requirement, the MUNICIPALITY shall establish or maintain a functional traffic engineering unit throughout the design life of all projects.

2. A functional traffic engineering unit consists of, at a minimum:

   (a) A competent and qualified traffic engineer; and

   (b) A maintenance staff with at least one licensed electrician skilled in the operation and repair of traffic signal equipment.

3. To be considered capable of effectively maintaining completed projects, the municipal maintenance staff must be provided with the proper equipment and materials necessary, at a minimum, to:

   (a) Repair and replace worn out or damaged signal equipment;

   (b) Install new and replace damaged or obsolete traffic signs; and

   (c) Install or replace paint and thermoplastic pavement markings.

4. The MUNICIPALITY should evaluate its present and proposed organizational charts to determine if the MUNICIPALITY is capable of providing a functional traffic engineering unit within its government. Guidelines for considering the inclusion of a functional traffic engineering unit have been published by the Institute of Traffic Engineers ("ITE"), and should be reviewed by MUNICIPALITY in evaluating their organizational chart. The ITE guidelines make reference to the Model Traffic Ordinance (*Uniform Vehicle Code and Model Traffic Ordinance,* published by the National Committee on Uniform Traffic Laws and Ordinances) as being the best method of providing the legal basis for establishing a traffic engineering function.

5. If the MUNICIPALITY is unwilling or unable to provide the traffic engineering function from within its organization, the MUNICIPALITY has the option of contracting with an outside agent or agency for the required traffic engineering expertise and maintenance.

6. Functional Traffic Engineering Unit Method.

(a) In preparing to comply with this Exhibit, the MUNICIPALITY must select one of the following methods for providing a functional traffic engineering unit:

(i) Municipal Traffic Engineer and Municipal Maintenance Staff;

(ii) Contractual Traffic Engineer and Municipal Maintenance Staff;

(iii) Contractual Traffic Engineer and Contractual Maintenance Staff; and

(iv) Municipal Traffic Engineer and Contractual Maintenance Staff.

(b) Depending on which method is chosen, the guidelines for the functional traffic engineering unit shall include, but not be limited to, the following:

(i) **Municipal Traffic Engineer**:

(1) A brief description of educational background and work experience, including length of employment as Municipal Traffic Engineer;

(2) A description of duties assigned and powers delegated to the Municipal Traffic Engineer under municipal ordinance; and

(3) A municipal organizational chart showing the Traffic Engineer's position in the hierarchy of municipal government.

(ii) **Municipal Maintenance Staff**:

(1) The number of employees permanently assigned to this function and the number which may be assigned on a temporary basis;

(2) A brief description of the organization of the staff, including the length of time that it has been in existence; and

(3) A clear demonstration of the maintenance staff's ability to properly maintain and repair traffic signal equipment.

(iii) **Contractual Traffic Engineer**.

(1) The MUNICIPALITY's assurance that the Contractual Traffic Engineer hired is qualified and competent in all aspects of traffic engineering; and

(2) It will not be necessary to include the name and professional background of the individual or organization.

(iv) **Contractual Maintenance Staff**:

(1) A brief description of the organization to be hired, including a history of its experience in this field;

(2) The MUNICIPALITY's assurance that the organization is capable of properly maintaining and repairing traffic signal equipment and that it has adequate staff available in case of emergency.