

Agreement Routing Sheet

Type of Agreement **REIMBURSEMENT- RETROACTIVE BRIDGE PROJECT**
 Agreement Number **033596**
 Party **MUNCY TOWNSHIP**
 City **MUNCY TOWNSHIP**
 County **LYCOMING**
 Form Number **18-K-3061**
 Federal ID Number **23-1859913**
 Amount **509510**
 SAP Vendor Number **5927**

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PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

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EXECUTION PROCESS	RECEIVED	RETURNED
District Executive For Signature Engineering District 3-0 <i>Landre Tosca</i>	9/15/11	9/15/11
<i>JS</i> Office of Chief Counsel For Final Approval Keystone Building, 9 th Floor <i>DM 9/19/2011</i> <i>WATL 9-20-11</i>	9/19/11	9/20/11
Office of the Comptroller For Audit and Approval Forum Place, 9 th Floor R2	9/20/11	9/21/11
Office of Chief Counsel For Final Logging Keystone Building, 9 th Floor	9/23/11	9/23/11

DISTRIBUTION (1 copy each):

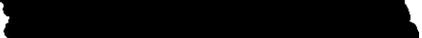
Copy to Contractor

Copy to Comptroller - Forum Place, 9th Floor

Copy to Treasury - Treasury Dept., Treasury Audits, Finance Bldg., Room G-11

Original to: Engineering District 3-0

Attention: 

Telephone: 

Board of Supervisors of Muncy Township



LYCOMING COUNTY, PENNSYLVANIA

RESOLUTION NO. 81011B

BE IT RESOLVED by the Township Supervisors in Muncy Township, Lycoming County Pennsylvania that the Chairman be authorized and directed to sign the attached Reimbursement Agreement and the Township Secretary be authorized and directed to attest and seal the same.

DATE: August 10, 2011

ATTEST:

Wendy J. Baxter
Township Secretary

Muncy Township

BY: Paul C. Quenzler
Chairman

CERTIFICATION

I, Wendy J. Baxter, Secretary of Muncy Township, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted at a regular meeting of the Muncy Township Supervisors held on August 10, 2011.

(SEAL)

BY: Wendy J. Baxter
Township Secretary

DATE: August 10, 2011

EFFECTIVE DATE September 21, 2011
(Department will insert)

AGREEMENT NO. 033596

COUNTY LYCOMING
MUNICIPALITY MUNCY TOWNSHIP

FID NO. 23-1859913
SAP VENDOR NO. 120797
MPMS NO. 5927

RETROACTIVE BRIDGE PROJECT REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("DEPARTMENT"),
and
the Township of Muncy, of the Commonwealth of Pennsylvania, acting through its proper officials ("MUNICIPALITY").

RECITALS:

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania, pursuant to Act 235 of 1982, as amended, has appropriated funds to aid in the removal, rehabilitation or replacement of eligible bridges under the jurisdiction of eligible local governments; and,

WHEREAS, in addition, the General Assembly of the Commonwealth of Pennsylvania, pursuant to Act 26 of 1991, as amended, has provided for the distribution of tax revenues to eligible municipalities to use in offsetting their share of the costs of removing, rehabilitating or replacing eligible bridges; and,

WHEREAS, Section 12(b) of Act 235 of 1982, as amended, authorizes the retroactive reimbursement of municipalities for moneys raised or expended in anticipation of the receipt of funds for projects itemized by that Act; and,

WHEREAS, the MUNICIPALITY, in anticipation of the receipt of funds, proceeded with the bridge project described below; and,

WHEREAS, the MUNICIPALITY will now receive funds for the bridge project described below pursuant to Act 235 of 1982, as amended, and (if applicable) from Act 26 of 1991, as amended; and,

WHEREAS, it is necessary for the parties to enter into an agreement to outline their responsibilities.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

1. INCORPORATION BY REFERENCE

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

2. GENERAL PROVISIONS

The MUNICIPALITY has completed the preliminary engineering, final design, utility relocation, right-of-way acquisition and construction, as outlined in this Agreement, for the T-549 bridge over Carpenters Run ("Project") in accordance with plans, policies, procedures and specifications prepared or approved by the DEPARTMENT, and with the conditions of this Agreement. The final Project cost breakdown is attached as Exhibit "A" and made a part of this Agreement.

3. DESIGN

The MUNICIPALITY, with its own forces or by contract, has performed the design of the Project consisting of both preliminary engineering, including environmental studies, and final design activities. The DEPARTMENT's District Bridge Engineer has approved the bridge design plans for structural adequacy.

4. PERMITS AND LICENSES

The MUNICIPALITY is responsible for securing all necessary approvals, permits and licenses, from all other governmental agencies, as may have been required to complete the Project. This obligation includes preparing or revising environmental reports or other documents such as environmental impact statements, environmental assessments or categorical exclusions

required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project.

5. UTILITY CONSIDERATIONS

If any affected utility claims that the MUNICIPALITY is responsible for reimbursing the affected utility for its utility relocation costs pursuant to applicable state or local laws, the MUNICIPALITY shall furnish the DEPARTMENT with Form 4181-A, *Preliminary Estimate for Utility Relocation*. The utility shall prepare the form, which shall be accompanied by documentation justifying the MUNICIPALITY's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. The DEPARTMENT, after review and approval of the cost estimates and documentation, will draft the necessary reimbursement agreement into which the MUNICIPALITY and the utility will enter. The DEPARTMENT will submit the agreement to the MUNICIPALITY for execution by the parties.

6. APPLICATION TO PENNSYLVANIA PUBLIC UTILITY COMMISSION

If the Project is a rail-highway crossing under the jurisdiction of the Pennsylvania Public Utility Commission ("PUC"), the DEPARTMENT and the MUNICIPALITY agree to the following:

- (a) The DEPARTMENT shall apply any costs contributed voluntarily by a railroad or allocated to the railroad by the PUC to help defray the cost of the Project to the

MUNICIPALITY's share of the Project cost. If the railroad share exceeds the MUNICIPALITY's share, the excess shall be applied to the DEPARTMENT's share.

- (b) If the PUC allocates costs to a railroad, and the railroad does not voluntarily agree to contribute the costs allocated to it by the PUC, those costs shall be shared as specified in Paragraph 10 of the Agreement.
- (c) If the PUC allocates costs to the DEPARTMENT in excess of the DEPARTMENT's share provided for in Paragraph 10 of this Agreement, the MUNICIPALITY agrees to pay those excess costs.

7. RIGHT-OF-WAY ACQUISITION

The MUNICIPALITY certifies that it acquired all right-of-way necessary to construct this Project in accordance with all of the applicable state laws, policies and procedures pertinent to right-of-way acquisition and the most current version of DEPARTMENT Publication No. 98, *Guide for Local Public Agency Acquisition of Right-of-Way*.

8. AVAILABILITY OF MUNICIPAL FUNDS

The MUNICIPALITY, by executing this Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the

MUNICIPALITY, and not the DEPARTMENT, shall bear and provide for all costs incurred in excess of those costs eligible under Act 235 of 1982 and (if applicable) Act 26 of 1991, both as amended.

9. CONSTRUCTION

- (a) The MUNICIPALITY certifies that, with its own forces or by contract, it has completed all work involved with advertising, bidding and awarding the contract for the Project and has provided staff to adequately inspect and supervise all work in accordance with all applicable state laws and requirements, including, but not limited to, those outlined in the most current version of DEPARTMENT Publication No. 9, *Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended*.
- (b) The DEPARTMENT has viewed the completed Project and found it to be in general conformance with the plans and specifications.

10. PAYMENT PROCEDURES AND RESPONSIBILITIES

- (a) The MUNICIPALITY shall submit to the DEPARTMENT separate, final, certified invoices for the following items:

- (i) Allowable costs for work performed by the MUNICIPALITY's forces on the Project;
 - (ii) Work performed on the Project by the MUNICIPALITY's consultants or contractors; and
 - (iii) Allowable costs incurred in the acquisition of right-of-way and utility relocations.
- (b) The DEPARTMENT shall pay the MUNICIPALITY for all but the MUNICIPALITY's share of the total allowable Project costs to the extent of 80% up to a maximum of four hundred seven thousand six hundred eight dollars (\$407,608) for preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs. Refer to Exhibit "A" for final Project cost breakdown.
- (c) The MUNICIPALITY shall be responsible for costs not reimbursed by the DEPARTMENT with state 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, construction, and right-of-way acquisition costs, but which are directly related to or caused by the planning, design or construction of the Project.
- (d) If the DEPARTMENT determines that, pursuant to this Agreement, the MUNICIPALITY is ineligible for reimbursement of any of the costs submitted under subparagraphs (a) or (b) above, the DEPARTMENT will delete those costs from the invoices and not reimburse the MUNICIPALITY for those costs. If the DEPARTMENT has already reimbursed the MUNICIPALITY for these costs, the

MUNICIPALITY shall return the reimbursement to the DEPARTMENT within sixty (60) days of receipt of a statement from the DEPARTMENT. If the MUNICIPALITY fails to return the reimbursement within the time period set forth, the MUNICIPALITY authorizes the DEPARTMENT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund allocation as may be necessary to reimburse the DEPARTMENT in full for all costs due.

- (e) For services performed by the DEPARTMENT, including, but not limited to, all required contract development, liaison and supervisory services, the MUNICIPALITY shall directly reimburse the DEPARTMENT for 20% of the DEPARTMENT's incurred costs. The estimated cost of these services is set forth in Exhibit "A."

11. RECORDS

The MUNICIPALITY shall maintain, and shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred in the Project and shall make these materials available at all reasonable times during the contract period and for three (3) years beyond the termination of this Agreement, for inspection or audit by the DEPARTMENT or any other authorized representatives of the Commonwealth; and copies thereof shall be furnished, if requested. 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 MUNICIPALITY shall keep, and shall require its consultants or contractors, as applicable, 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.

12. MAINTENANCE AND OPERATION OF THE FACILITY

(a) The MUNICIPALITY, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement that fall under its jurisdiction. The MUNICIPALITY shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The MUNICIPALITY hereby 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 in accordance with National Bridge Inspection Standards;
- (ii) Appropriate preventative maintenance;
- (iii) A systematic record-keeping system; and

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

- (b) The MUNICIPALITY acknowledges that the DEPARTMENT may disqualify the MUNICIPALITY from future state participation on MUNICIPALITY-maintained projects if the MUNICIPALITY 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.

- (c) The MUNICIPALITY agrees that the DEPARTMENT shall withhold state funds until the MUNICIPALITY has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.

- (d) This Agreement is without prejudice to the right of the MUNICIPALITY 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.

13. SAVE HARMLESS

The MUNICIPALITY 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 MUNICIPALITY, its consultants or contractors, 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 MUNICIPALITY, its consultants or contractors, their officers, agents and employees; during the performance of the work or thereafter, or to any other cause whatever.

14. MUNICIPAL CERTIFICATION

The MUNICIPALITY certifies 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, have at all times conformed to all applicable 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 MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the conditions set forth in the current

version of the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit "B" and made a part of this Agreement. As used in this clause, the term "Contractor" means the MUNICIPALITY.

15. DEFAULT CLAUSE

If the MUNICIPALITY 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 MUNICIPALITY authorizes the DEPARTMENT to withhold so much of the MUNICIPALITY'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 MUNICIPALITY hereby authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portions thereof, to remedy such default.

16. CONTRACTOR INTEGRITY PROVISIONS

The MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the current version of the *Contractor Integrity Provisions*, which are attached as Exhibit "C" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY.

17. OFFSET PROVISION

The MUNICIPALITY agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the Commonwealth against any payments due the MUNICIPALITY 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 allotted 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 MUNICIPALITY specifying the reason for termination. The DEPARTMENT shall reimburse the MUNICIPALITY 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 MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the current version of the *Provisions Concerning the Americans with Disabilities Act*, which are attached as Exhibit "D" made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY.

20. CONTRACTOR RESPONSIBILITY PROVISIONS

The MUNICIPALITY has complied, and certifies that it caused its consultants and contractors to comply, with the current version of the *Contractor Responsibility Provisions*, which are attached as Exhibit "E" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY.

21. ELECTRONIC ACCESS TO ENGINEERING 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 the DEPARTMENT's Engineering and Construction Management System ("System") for the purpose of electronically submitting technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects. If the MUNICIPALITY has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner, to be authorized electronic access to the System for the purposes of entering information into and exchanging data with the System, the MUNICIPALITY, by executing this Agreement, authorizes the DEPARTMENT to enter electronically the data necessary to register the MUNICIPALITY as a DEPARTMENT business partner. The MUNICIPALITY 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 MUNICIPALITY agrees to the following conditions:

- (a) The MUNICIPALITY is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The MUNICIPALITY is responsible for the procurement and cost of any data communications lines required to connect to the System. The MUNICIPALITY is responsible for the cost of telephone lines and usage.
- (b) The MUNICIPALITY will be permitted access to the System as the DEPARTMENT shall direct.
- (c) The MUNICIPALITY shall implement appropriate security measures to insure that only authorized employees of the MUNICIPALITY will have access to and enter data into the System. The MUNICIPALITY agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the MUNICIPALITY by the DEPARTMENT. The MUNICIPALITY 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 MUNICIPALITY agrees to accept full responsibility for controlling the User ID codes that the MUNICIPALITY assigns to the employees of the MUNICIPALITY. The MUNICIPALITY 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 MUNICIPALITY. The MUNICIPALITY agrees that the MUNICIPALITY'S employees may not share User ID codes. The MUNICIPALITY agrees to be responsible for the items submitted under one of its assigned User ID codes.

- (d) The DEPARTMENT shall make provisions for the MUNICIPALITY to obtain initial training for the System. This training may not include any non-System 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 the System available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when the System 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, BTA shall comply with the following provisions governing payments through ACH:

- (a) The DEPARTMENT will make payments to the MUNICIPALITY through ACH. Within ten (10) days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on an ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired, to the Commonwealth of Pennsylvania's Bureau of Payable Services, 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 MUNICIPALITY 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 MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.
- (c) It is the responsibility of the MUNICIPALITY 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 MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “F” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.

24. EFFECTIVE DATE

This Agreement will 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. The duration of this Agreement shall be for one (1) year from the effective date. The parties agree that the MUNICIPALITY has completed all of the work covered by the terms of this Agreement and that the MUNICIPALITY will submit invoices for reimbursement within one (1) year of the effective date of this Agreement. If the MUNICIPALITY fails to submit its final invoices within this one- (1-) year period, it may forfeit all state financial participation in the Project.

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

ATTEST:

MUNICIPALITY*

Wendy J. Baxter
Title: Secretary/Treasurer Date: 8-10-11

BY Paul O. Reintler
Title: Chairman Date: 8-10-11

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Andrea Boas 9/15/11
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. M033596000
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. 2618311/12221
SAP COST CENTER 7840320000
GL ACCOUNT 6600400
AMOUNT \$407,608.00

BY Michael J. Klein
for Chief Counsel 9-20-11 Date
MM 9/14/11

Form Agreement:
OGC No. 18-K-3061
Approved OAG 12/03/09

BY Rich Salomone 8/21/11
for Comptroller Operations Date

Contract No. 033596, is split 0%, expenditure amount of \$0 for federal funds and 80%, expenditure amount of 407,608 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 Local Grants for Bridges; 183.

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

EXHIBIT "A"
(ESTIMATED PROJECT COST BREAKDOWN)

PROJECT ESTIMATED COSTS

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary Engineering	\$0.00	\$0.00	\$0.00
Final Design	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00
Construction	\$509,510.00	\$0.00	\$509,510.00
Subtotals	\$509,510.00	\$0.00	\$509,510.00

COST SHARING (Municipality Incurred Costs)

	Federal 0%	State 80%	Municipality 20%	State Act 26 0%	Phase Subtotals
Preliminary Engineering	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$407,608.00	\$101,902.00	\$0.00	\$509,510.00
Totals	\$0.00	\$407,608.00	\$101,902.00	\$0.00	\$509,510.00

COST SHARING (Commonwealth Incurred Costs)

	Federal 0%	State 80%	Municipality 20%	State Act 26 0%	Phase Subtotals
Preliminary Engineering	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL COST

Federal	State	Municipality	Total
\$0.00	\$407,608.00	\$101,902.00	\$509,510.00

COUNTY: **Lycoming**
MUNICIPALITY: **Muncy Township**
PROJECTS: **T-549 over Carpenters Run**

Reimbursement
Agreement No: **033596**

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
(Revised March 4, 2011)

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 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.