

Agreement Routing Sheet

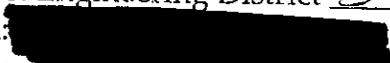
Type of Agreement **TRAN ENHANCE REIMB PRIVATE**
 Agreement Number **033615**
 Party **DANVILLE BUSINESS ALLIANCE**
 City **DANVILLE BOROUGH**
 County **MONTOUR**
 Form Number **18-K-2694**
 Federal ID Number **246000579**
 Amount **330510**
 SAP Vendor Number **141620**

PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

EXECUTION PROCESS	RECEIVED	RETURNED
District Executive or Designee For Signature on and Date Agreement Engineering District <u>3-0</u> <i>[Signature]</i>	9/29/11	9/29/11
<i>[Signature]</i> Office of Chief Counsel For Final Approval <i>[Signature]</i> Commonwealth Keystone Building, 9th Floor	10/4/11	10/5/11
Office of the Comptroller <input checked="" type="checkbox"/> -APPROVED For Audit and Approval <input type="checkbox"/> -REJECTED Forum Place, 9th Floor	10/5/11 11/10/11	11/15/11
Office of Chief Counsel For Date/Final Logging Commonwealth Keystone Building, 9th Floor	11/10/11	11/10/11

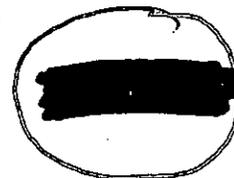
DISTRIBUTION (1 copy each):

- 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: 

TURN TO
DANVILLE
DOWNTOWN

RECEIVED
PA. DEPARTMENT
OF TRANSPORTATION



2011 SEP 22 AM 9 05

DISTRICT 3-0
MONTOURSVILLE, PA

September 21, 2011

Christopher D. King
Project Manager
Pennsylvania Department of Transportation
Engineering District 3-0
P.O. Box 218
715 Jordan Avenue
Montoursville, PA 17754

Dear Mr. King:

Pursuant to your letter and request of September 12, 2011, I am enclosing two signed copies of the reimbursement agreement and the resolution designating signature authority for the President and the Executive Director of the Danville Business Alliance to execute the reimbursement agreement and the lobbying certification.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Wilson".

James D. Wilson
Executive Director

Enclosures (as stated)



RESOLUTION NO. 1-2011

BE IT RESOLVED by the Danville Business Alliance in the Borough of Danville, Montour County, Pennsylvania, that the President of the Danville Business Alliance be authorized and directed to sign the attached Reimbursement Agreement and the Executive Director of the Danville Business Alliance be authorized and directed to attest the same.

DATE: September 20, 2011

ATTEST:

Danville Business Alliance


James D. Wilson, Executive Director

BY: 
Thomas DiPasquale, President

CERTIFICATION

I, James D. Wilson, Executive Director of the Danville Business Alliance of the Borough of Danville, Montour County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted at a regular meeting of the Danville Business Alliance Executive Committee held on September 20, 2011.

BY: 
James D. Wilson, Executive Director

DATE: September 20, 2011

EFFECTIVE DATE 11/15/2011
(DEPARTMENT will insert)

AGREEMENT NO. 033615
FEDERAL ID NO. 23-3076617
SAP VENDOR NO. 774914

COUNTY Montour
MUNICIPALITY Danville
MPMS NO. 93504

TRANSPORTATION ENHANCEMENTS PROGRAM
FEDERAL-AID REIMBURSEMENT AGREEMENT

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

a n d

the Danville Business Alliance, a Pennsylvania 501 (c) (3) not-for-profit corporation with offices at 17 East Mahoning Street, Danville, PA ("SPONSOR").

W I T N E S S E T H:

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, Pub. L. 109-59, 119 Stat. 1144, approved August 10, 2005 ("SAFETEA-LU"), continues the funding instituted by the Intermodal Surface Transportation Efficiency Act of 1991, Pub. L. 102-240 ("ISTEA"), and continued by the Transportation Equity Act for the 21st Century, Pub. L. 105-178 ("TEA-21"), for transportation enhancement activities; and,

with the intention of being legally bound, agree to the following:

1. RECITALS

The foregoing recitals are incorporated by reference as a material part of this Agreement.

2. GENERAL PROVISIONS

The SPONSOR, subject to reimbursement or other payment procedures as provided 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 and the FHWA, where applicable:

<u>Type of Improvement</u>	<u>Location</u>
<u>Crosswalk and curb ramp improvements</u>	<u>Danville Borough</u>

3. DESIGN

(a) The SPONSOR, with its own forces or by contract, shall design the proposed Project. If the DEPARTMENT is reimbursing design activities for this Project, the estimated costs and reimbursement percentages are detailed in Exhibit "A" attached to and made part of this Agreement.

The design shall be in accordance with plans, policies, procedures, criteria and specifications prepared or approved by the DEPARTMENT and the FHWA, including, but not

accordance with FHWA requirements and/or DEPARTMENT requirements. If any affected utility claims that the SPONSOR is responsible for reimbursing the affected utility for its relocation costs under state or local laws in existence as of the effective date of this Agreement, the SPONSOR shall furnish the DEPARTMENT with a detailed cost estimate prepared by the utility and documentation justifying the SPONSOR'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, shall draft the necessary reimbursement agreement to be entered into between the SPONSOR and the utility. The DEPARTMENT shall submit the reimbursement agreement to the SPONSOR for execution by the parties.

(b) Prior to advertising the Project for letting, the SPONSOR, on forms provided by the DEPARTMENT, shall furnish a utility clearance assurance statement attesting that all arrangements have been made for the relocation of all known facilities affected by the Project in accordance with DEPARTMENT Design Manual Part V. The statement shall be supported by a description of the written arrangements made with the utilities for the relocation of facilities in a manner that will not impede Project construction.

(c) The SPONSOR in conjunction with the DEPARTMENT agrees that all utility facilities transferred to or remaining at a location within the right-of-way of a federally-aided highway shall be accommodated in accordance with the provisions of the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645 and all amendments thereto.

forces, be responsible for preparation of all plans, specifications and estimates ("P.S.&E.") for the Project. The DEPARTMENT's list of the essential documents to be prepared by the SPONSOR, entitled "Plans, Specifications, Estimates and Bid Proposal Package," is incorporated into this Agreement by reference as though physically attached. All work shall be in conformance with applicable state and federal laws and requirements, including, but not limited to, those outlined in the Federal-Aid Policy Guide, Chapter I, Subchapter G and the DEPARTMENT's Exemption Document, as currently approved by the FHWA.

(b) All bid documents shall require that the contractor be prequalified by the DEPARTMENT, unless the DEPARTMENT, in writing, waives prequalification.

(c) Upon completion of all required bid documents, the SPONSOR shall submit them to the DEPARTMENT for review and approval. The DEPARTMENT, after FHWA authorization of the Project, approval of a right-of-way certification (if applicable), approval of a utility clearance assurance statement, completion of P.S.&E. review and satisfactory resolution of any comments, shall prepare the bid proposal documents required to bid the Project, subject to reimbursement by the SPONSOR for the costs incurred by the DEPARTMENT for preparation (except where the SPONSOR is allowed to handle bidding and award itself, as provided in Paragraph 9, in which case the SPONSOR shall be responsible for preparing all bid proposal documents), and then shall issue an authorization to advertise for bids. The DEPARTMENT must review and approve any addenda to the approved bid documents prior to their issuance to

(a) The SPONSOR shall ensure that all additional right-of-way necessary to construct this Project shall be acquired in accordance with all applicable federal and state laws, policies and procedures. In particular, the SPONSOR shall comply with 49 C.F.R. Section 24.101(A)(2), which requires the SPONSOR, prior to making an offer for property, to advise the owner that it cannot acquire the property by condemnation in the event that negotiations fail to result in an amicable agreement and to inform the owner of what it believes to be the fair market value of the property.

(b) The SPONSOR shall acquire all necessary right-of-way by gift, agreement, dedication and/or purchase. The amount of right-of-way required for the Project shall be shown on a plan, which shall be prepared in accordance with policies, procedures, criteria and specifications prepared or approved by the DEPARTMENT and the FHWA, including, but not limited to, the provisions of the current DEPARTMENT Design Manual.

(c) The SPONSOR, subject to possible reimbursement from the FHWA, shall be responsible for all negotiations, defense of all claims and initial payment of all property damages or right-of-way costs resulting from any acquisition for the Project. Acquisition costs shall include, but shall not be limited to, payment of claims of affected property owners; photographic, appraisal and engineering services; and title reports.

(d) If the DEPARTMENT is reimbursing right-of-way acquisition activities for this Project, the estimated costs and reimbursement percentages are detailed in Exhibit "A."

(a) The SPONSOR, with its own forces or by contract, shall provide staff to inspect and supervise all construction work in accordance with the approved plans and specifications, including, but not limited to, the Publication 408 Specifications, and to assure that all work is in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 635, entitled "Construction and Maintenance."

(b) Allowable construction engineering costs may include such work items as inspection, certification and test of materials and surveys in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, and 23 C.F.R. § 1.11. Such costs are eligible for federal participation only to the extent that they are directly attributable and properly allocable to the Project.

11. REIMBURSEMENT

(a) Subject to the terms set forth in this Agreement and in conformance with the policies adopted by the DEPARTMENT, the DEPARTMENT, from funds allocated for this purpose by the FHWA, to the extent that such funds are first made available by the FHWA to the DEPARTMENT, shall make payment to the SPONSOR in one of the following manners:

- (1) Where the SPONSOR assumes financial responsibility for the cost of all preconstruction activities, using funds, in-kind contributions or both, as specified below, the DEPARTMENT shall reimburse one hundred percent

bear all 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.

(c) The SPONSOR may satisfy all or part of its share of the total Project costs through in-kind participation in the form of real property, materials or services that it contributes itself or that are contributed by third parties. Such real property, materials and services shall be valued at their fair market value in accordance with 23 U.S.C. Section 323, as amended by Section 1301 of TEA-21, and the policies, procedures, criteria and specifications of the FHWA and the DEPARTMENT and must meet the eligibility requirements of the Project. The SPONSOR shall maintain and, if requested, make available to the FHWA and the DEPARTMENT records establishing how the value placed on contributed real property, materials and services was derived. The contributions must occur after the FHWA's approval of the Project and before approval of the final voucher. Any contributions and their estimated value are shown on Exhibit "A."

(d) The SPONSOR, for the purpose of reimbursement, shall submit to the DEPARTMENT on a monthly basis, through the DEPARTMENT's local Engineering District Office, certified periodic (maximum of two (2) per month) invoices for:

- (1) Allowable costs for work performed by the SPONSOR's forces on the Project.

the acquisition and/or condemnation of lands for the Project and/or for the construction of the improvements, unforeseen utility relocation costs, unforeseen costs for environmental litigation and reports, and all other unforeseen costs and expenses not included in the estimates of design, utility relocation, construction and right-of-way acquisition costs, but which are directly related to or caused by the planning, design, and/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.

(g) For those costs incurred by the DEPARTMENT, including, but not limited to, costs relating to administrative and oversight activities, which costs are the responsibility of the SPONSOR in accordance with subparagraph (b) above and appear as estimates on Exhibit "A," the DEPARTMENT shall invoice the SPONSOR 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 abandoned by the SPONSOR, whereupon the SPONSOR shall be obligated to reimburse all FHWA and DEPARTMENT funds in accordance with Paragraph 14.

(h) The DEPARTMENT shall not reimburse any additional or extra work done or materials furnished, not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has first approved such additional or extra work or materials in writing. Any such work done or materials furnished without such written approval first being given shall be at the SPONSOR's own risk, cost and expense.

Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. SUPPLEMENTS AND AMENDMENTS

If this Agreement does not provide funding for all Project activities (in which case they have been left blank on Exhibit "A"), the parties must execute a supplement or an amendment to it before the SPONSOR can proceed with those activities not funded hereunder and obtain reimbursement for them. Moreover, adequate funds must be available to the DEPARTMENT before the parties can execute this supplement or amendment. The supplement or amendment shall be in the same form as this Agreement and shall require execution by the duly authorized representatives of the DEPARTMENT and the SPONSOR and approval by the requisite legal and fiscal offices of the Commonwealth before it becomes effective.

13. RECORDS AND AUDIT REQUIREMENTS

(a) The SPONSOR shall maintain, and it 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 such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to FHWA, for inspection and/or audit by the DEPARTMENT, the FHWA or any other authorized

this Agreement for return to the FHWA and (iii) all costs incurred by the DEPARTMENT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the FHWA or the SPONSOR.

15. MAINTENANCE AND OPERATION OF FACILITY [IF APPLICABLE]

(a) The SPONSOR shall operate and maintain, at its sole cost and expense, all of the completed Project improvements financed under this Agreement that fall within its jurisdiction. The SPONSOR shall establish a formalized maintenance program, to be performed by contract or with its own forces, to insure an acceptable level of physical integrity and operation consistent with original design standards. This maintenance program, established in accordance with standards determined to be acceptable by the DEPARTMENT, shall include, but not be limited to, periodic inspections; appropriate preventative maintenance, which shall include, where applicable, cleaning, lubricating and refurbishing of electrical equipment; a systematic record-keeping system; and the means to handle notification and implementation of emergency repairs. The SPONSOR certifies that it shall make available sufficient funds to provide the maintenance program described herein. This provision shall not preclude the SPONSOR from making arrangements with other governmental bodies or instrumentalities or private parties for sharing the maintenance responsibilities. However, the SPONSOR shall retain primary responsibility pursuant to this subparagraph.

(b) Failure by the SPONSOR to fulfill its maintenance responsibilities may result in the loss of future state and federal funds.

act, omission, neglect or misconduct of the SPONSOR and/or the SPONSOR's consultant(s) and/or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

17. REQUIRED CONTRACT PROVISIONS

The parties agree, and the SPONSOR shall also provide in its contracts for the Project, that all design, plans, specifications, estimates of costs, 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, anti-solicitation, information, auditing 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 Federal Nondiscrimination and Equal Employment Opportunity Clauses, which are incorporated into this Agreement by reference as though physically attached.

18. DISADVANTAGED BUSINESS ENTERPRISE REGULATORY COMPLIANCE REQUIREMENTS

The SPONSOR shall take the following steps, where applicable, in order to comply with the Disadvantaged Business Enterprise ("DBE") requirements of SAFETEA-LU and regulations adopted pursuant thereto:

this Agreement by reference as though physically attached to it.

(b) Only firms that are certified as DBE's by the Pennsylvania DBE Unified Certification Program (PA UCP) as of the date of the bid opening may be used on the Project. The PA UCP maintains a Directory of certified DBE's classified according to the North American Industrial Classification System (NAICS Codes) and this Directory is accessible online at: www.paucp.com. Use of any other certification directory for this Project is prohibited.

19. REQUIRED DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE PROVISION

(a) The SPONSOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The SPONSOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the DEPARTMENT deems appropriate.

(b) The SPONSOR must include the assurance contained in subparagraph (a) in each contract into which it enters to carry out the Project.

20. FHWA APPROVAL

24. 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.

25. CONTRACTOR INTEGRITY PROVISIONS

The SPONSOR shall comply with the current version of the Commonwealth Contractor Integrity Provisions, which are incorporated into this Agreement by reference as though physically attached.

26. AMERICANS WITH DISABILITIES ACT PROVISIONS

The SPONSOR shall comply with the current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are incorporated into this Agreement by reference as though physically attached.

27. CONTRACTOR RESPONSIBILITY PROVISIONS

The SPONSOR shall comply with the current version of the Commonwealth Contractor Responsibility Provisions, which are incorporated into this Agreement by reference as though physically attached.

28. ANTI-LOBBYING REQUIREMENT

As a subrecipient of federal funding, the SPONSOR shall provide to the Commonwealth the information specified in Exhibit "D," Federal Funding Accountability and Transparency Act of 2006-Grantee Information, attached to and made part of this Agreement, to ensure that the Commonwealth meets the reporting requirements imposed on it by the Federal Funding Accountability and Transparency Act of 2006. As used in this exhibit, the term "Grantee" refers to the SPONSOR.

32. EFFECTIVE DATE OF AGREEMENT

This Agreement and the authorizations granted in it shall be effective only after full execution and approval 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 authorizations granted by this Agreement shall be further contingent upon written approval of the FHWA, if necessary.

**Transportation Enhancement
EXHIBIT "A"**

Agreement No: 033615 MPMS No: 93504
 County: Montour
 Municipality: Danville Borough
 Project Name: Mill Street Crosswalk Project

Derivation of Project Costs = (Check One)

100% Federal Aid for All Phases in the amount of \$ 330,510

<u>Reimbursable Activity</u>	<u>Federal</u>	<u>Commonwealth</u>	<u>Sponsor</u>	<u>Department Incurred Cost (if any)</u>	<u>Subtotal</u>
Design					
Right of Way					
Utilities					
Construction	\$329,010			\$1,500	\$330,510
Construction Inspection					
Subtotal	\$329,510			\$1,500	\$330,510
Total Project Cost					\$330,510

Revised February 1, 2010

EXHIBIT C

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.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 – GRANTEE INFORMATION

1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

- (i) the entity in the preceding fiscal year received--
 - (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

EXHIBIT "D"