


**RESOLUTION # 17-08**

**BE IT RESOLVED**, by authority of the Board of Supervisors of East Lampeter Township, Lancaster County, and it is hereby resolved by authority of the same, that the Chairman of said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

  
\_\_\_\_\_  
**Township Manager**

East Lampeter Township  
  
\_\_\_\_\_  
**Chairman**

I, Ralph Hutchison, Township Manager of East Lampeter 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 on February 13, 2017.

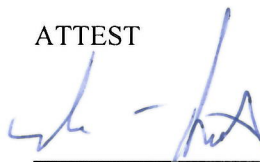
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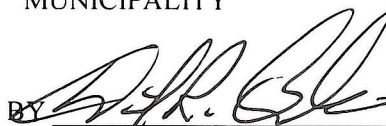
  
\_\_\_\_\_  
**Township Manager**

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

ATTEST

MUNICIPALITY

  
\_\_\_\_\_  
Title: Ty. Mgr. DATE 2/13/17

  
\_\_\_\_\_  
BY Title: CHAIRMAN DATE 2-13-17

*If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.*

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary for DATE  
Highway Administration

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel Date

FUNDS COMMITMENT DOC. NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
for Comptroller Date

BY \_\_\_\_\_  
Deputy Attorney General Date

Municipality: East Lampeter Township  
Federal ID#: 23-6000312  
SAP Vendor #: 138659

Agreement #: 08A598  
Project: SR 0030, Section 125  
MPMS #: 105372

### **REIMBURSEMENT & MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation (PENNDOT), hereinafter called the COMMONWEALTH,  
a n d

East Lampeter Township, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

#### **WITNESSETH:**

WHEREAS, the COMMONWEALTH has under its jurisdiction SR 0030, Section 125, located in East Lampeter Township, Lancaster County; and,

WHEREAS, the COMMONWEALTH plans to improve SR 0030, from Segment 0330, Offset 2999, to Segment 0390, Offset 0918 and SR 0462, from Segment 0340, Offset 0454, to Segment 0340, Offset 2685, through roadway alterations or resurfacing, hereinafter referred to as the PROJECT, as more fully described on Exhibit "A," which is attached hereto and made part of this Agreement; and,

WHEREAS, SR 0030 intersects with streets under the jurisdiction of the MUNICIPALITY;  
and,

WHEREAS, all pedestrian facilities altered by a roadway alteration or construction project must be updated to current accessibility standards required by the Americans with Disabilities Act (ADA); and,

WHEREAS, to meet the ADA requirements, the COMMONWEALTH will remove the existing pedestrian facility(ies) at the intersection(s) of State Route 0030 and SR 0030 WB Ramp, Oakview Drive, Mennonite School Road/Harvest Road, Millstream Road, Lancaster Host Resort,

Dutch Family Restaurant Driveway/Millcreek Square, Witmer Road/Pleasant Drive, Bowman Road, American Music Theatre Driveway/Rockvale Driveway, and install new pedestrian facilities as part of the PROJECT, as more fully described in Exhibit “B”, hereinafter referred to as the PEDESTRIAN FACILITIES; and,

WHEREAS, the PEDESTRIAN FACILITIES will be installed to serve pedestrian traffic and must meet the design guideline standards for pedestrian accessibility required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 28 CFR Part 36, as amended; and,

WHEREAS, the COMMONWEALTH is willing to construct the PEDESTRIAN FACILITIES as part of the PROJECT, subject to reimbursement by the MUNICIPALITY as set forth in Paragraph 3 below; and,

WHEREAS, the MUNICIPALITY is willing to reimburse the COMMONWEALTH for construction associated with the PEDESTRIAN FACILITIES, as detailed in this Agreement; and,

WHEREAS, upon completion of construction of the PEDESTRIAN FACILITIES, the MUNICIPALITY must assume year-round responsibility for maintenance of said PEDESTRIAN FACILITIES; and,

WHEREAS, the parties desire to enter into this Agreement to set forth the financial obligations and maintenance responsibilities for the PROJECT and the PEDESTRIAN FACILITIES.

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

1. The recitals set forth above are incorporated by reference as a material part of this Agreement.
2. The COMMONWEALTH, by contract or with its own forces, will construct the PROJECT and the PEDESTRIAN FACILITIES in accordance with the plans, specifications, and

drawings prepared by or for the COMMONWEALTH, which are incorporated herein by reference as if physically attached hereto.

3. The COMMONWEALTH shall be responsible for all costs of the PROJECT other than the PEDESTRIAN FACILITIES. The MUNICIPALITY shall be responsible for the costs of the PEDESTRIAN FACILITIES as follows:
  - A. The MUNICIPALITY shall be solely responsible for the costs of PEDESTRIAN FACILITIES constructed to provide access across a local street under the jurisdiction of the MUNICIPALITY at the intersection of a state highway.
  - B. The MUNICIPALITY and the COMMONWEALTH shall be equally responsible for the costs of PEDESTRIAN FACILITIES constructed on the diagonal of an intersection which provide access across both a local street under the jurisdiction of the MUNICIPALITY and a state highway.
  - C. The COMMONWEALTH shall be solely responsible for the costs of PEDESTRIAN FACILITIES constructed at the intersection of two state highways.
4. The MUNICIPALITY shall pay to the COMMONWEALTH, by way of reimbursement, for all actual costs associated with construction of the PEDESTRIAN FACILITIES, as tabulated on Exhibit "C," which is attached to and made part of this Agreement, estimated to be Ninety Five Thousand Four Hundred Dollars and Zero Cents (\$95,400.00); and,
5. Upon completion of the PEDESTRIAN FACILITIES, the COMMONWEALTH shall send the MUNICIPALITY a written notice of completion and an invoice specifying the items constituting the total cost of the PEDESTRIAN FACILITIES for which it is responsible in accordance with Paragraph 3 above. The MUNICIPALITY shall make payment to the COMMONWEALTH in full through the Option circled below:

Option A:

The MUNICIPALITY shall make payment to the COMMONWEALTH in full within thirty (30) days of receipt of such invoice.

Option B:

The MUNICIPALITY shall, after receipt of such invoice, make monthly payments to the COMMONWEALTH for a period of one (1) year. The payments will be in equal amounts and total all costs due hereunder.

Option C:

The MUNICIPALITY shall make payment to the COMMONWEALTH in full after receiving the necessary funds from a Pennsylvania Infrastructure Bank (PIB) loan. The MUNICIPALITY shall make payment to the COMMONWEALTH in full within thirty (30) days of receipt of such loan, which must be no longer than sixty (60) days after completion of the Project.

Option D:

The MUNICIPALITY authorizes the COMMONWEALTH to withhold and apply so much of the MUNICIPALITY's Liquid Fuels Tax Fund allocation as necessary to reimburse the COMMONWEALTH in full for all costs due hereunder.

6. Upon receipt of the notice required by Paragraph 5 above, the MUNICIPALITY shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the PEDESTRIAN FACILITIES, which include, without limitation, clearing and removal of snow and ice and application of anti-skid or de-icing materials. The MUNICIPALITY may by ordinance transfer these responsibilities (both maintenance and future alteration required by ADAAG) to other parties but the MUNICIPALITY shall remain responsible for the enforcement of such ordinance. Additionally, the MUNICIPALITY shall, at its sole cost and expense, be responsible for all future alterations to the PEDESTRIAN FACILITIES required by the ADAAG. Nothing contained in this Agreement must be construed as an

assumption or acknowledgement by the COMMONWEALTH of responsibility for the maintenance and future repair of the PEDESTRIAN FACILITIES.

7. The MUNICIPALITY, by executing this Agreement, certifies that it has on hand or will acquire sufficient funds to meet all of its obligations for the PEDESTRIAN FACILITIES as set forth in Paragraph 4.
8. 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 COMMONWEALTH to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund allocation as may be necessary to reimburse the COMMONWEALTH in full for all costs due hereunder; and the MUNICIPALITY does hereby and herewith authorize the COMMONWEALTH to withhold such amount and to apply such funds or portion thereof, to remedy such default.
9. The MUNICIPALITY must indemnify, save harmless, and defend (if requested) the COMMONWEALTH, its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for on account of any injuries to or damages received or sustained by any person, persons or property by or from the MUNICIPALITY, its contractors, their officers, agents and employees as a result of the obligations assumed by the MUNICIPALITY under this Agreement.
10. Nothing contained in this Agreement shall be deemed to be a waiver by the COMMONWEALTH of its discretion to abandon or postpone the PROJECT.
11. The MUNICIPALITY agrees to comply with the *Contractor Integrity Provisions*, the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, the *Provisions Concerning the Americans with Disabilities Act*, and the *Right-to-Know Law Provisions* which are attached hereto and made part hereof as Exhibits "D," "E," "F," and "G," respectively.
12. The MUNICIPALITY shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.

13. The actions that the COMMONWEALTH is either required or authorized to perform pursuant this Agreement are not intended to enlarge, and must not be construed as enlarging, its obligations regarding maintenance and operation of the state highway system under either the State Highway Law, Act of June 1, 1945, P.L. 1242, as amended, 36 P.S. § 670-101 et seq., or the Act of September 18, 1961, P.L. 1389, No. 615, as amended, 36 P.S. § 1758-101 et seq.
14. This Agreement will not be effective until all necessary COMMONWEALTH officials as required by law have executed it. Following full execution, the COMMONWEALTH will insert the effective date at the top of Page 1.

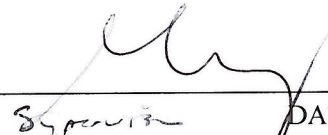
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IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MUNICIPALITY

  
Title: Secretary DATE 1/16/17

BY   
Title: CHAIRMAN DATE 1/16/17

*If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.*

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary for Highway Administration DATE \_\_\_\_\_

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel Date \_\_\_\_\_

FUNDS COMMITMENT DOC. NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
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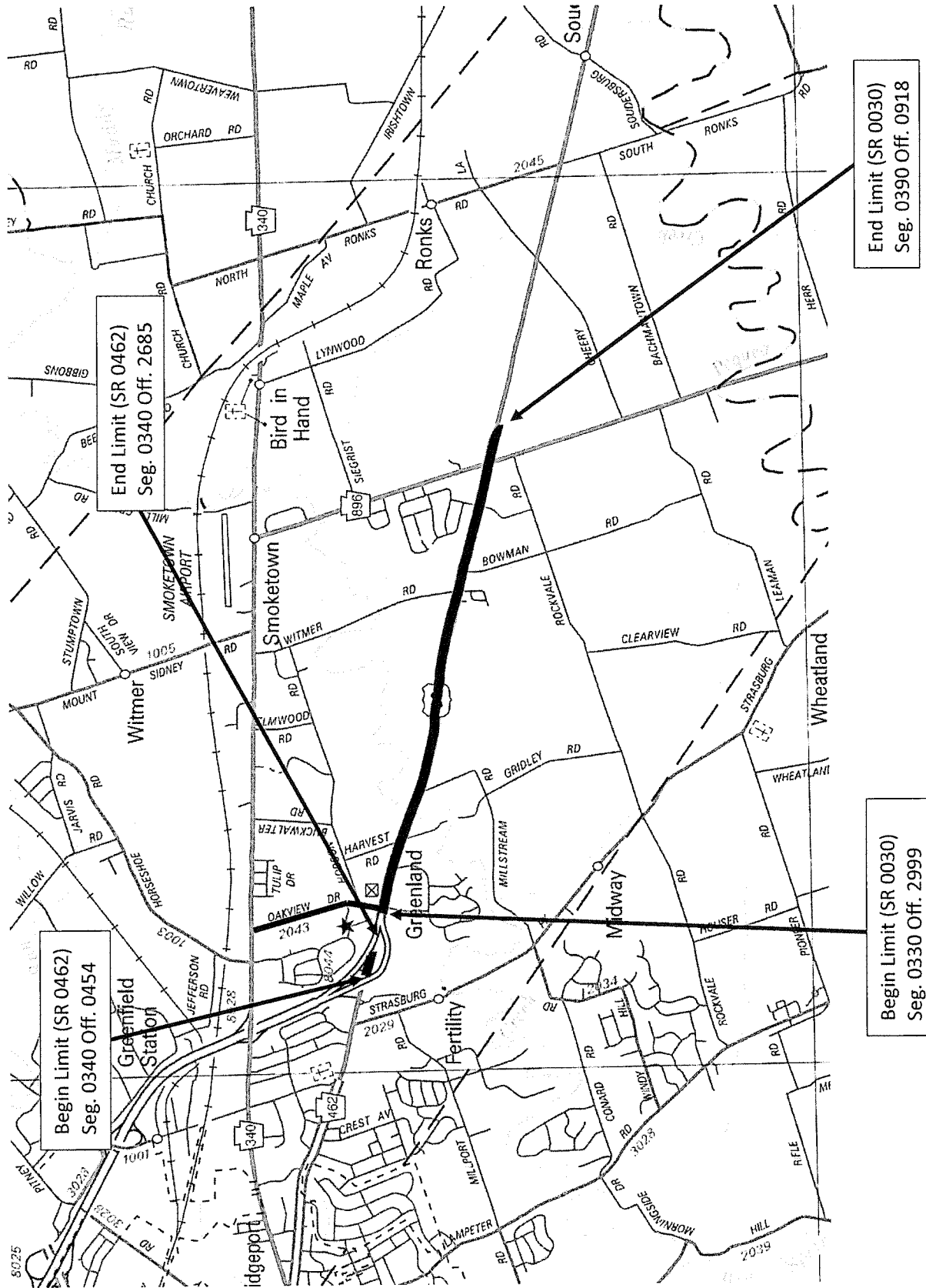
BY \_\_\_\_\_  
Deputy General Counsel Date \_\_\_\_\_

BY \_\_\_\_\_  
for Comptroller Date \_\_\_\_\_

BY \_\_\_\_\_  
Deputy Attorney General Date \_\_\_\_\_



SR 0030-125 Lincoln Highway Location Map #105372



### Pedestrian Improvements

- Lincoln Highway (SR 0462) and ramp to SR 0030 WB
  - DWS (2) for crosswalk across private driveway
  
- Lincoln Highway (SR 0030) and Oakview Road (SR 2043)/Oakview Drive (TWP)
  - DWS (1) for crosswalk across S. Oakview Road (SW Quadrant)
  
- Lincoln Highway (SR 0030) and Mennonite School Road (TWP)/Harvest Road (TWP)
  - DWS (8) for crosswalks across Harvest Road (4)/Mennonite School Road(4)
  - Curb and Sidewalk on NE and NW quadrant for crossing of Harvest Road
  - Curb and Sidewalk on SE and SW quadrant for Crossing of Mennonite School Road
  - Curb and Sidewalk in the traffic separator in the Northern portion of the intersection
  - Curb and Sidewalk in the traffic separator in the Southern portion of the intersection
  
- Lincoln Highway (SR 0030) and Millstream Road (TWP)
  - DWS (2) for crosswalk across Millstream Road
  - Curb and Sidewalk
  
- Lincoln Highway (SR 0030) and Lancaster Host Resort (Private Drive/TWP)
  - DWS (3) for crosswalk across Lancaster Host Resort Driveway
  - Curb and Sidewalk in SW quadrant of intersection
  - Curb and Sidewalk in traffic separator of Lancaster Host Resort Driveway

- Lincoln Highway (SR 0030) and Dutch Family Restaurant Driveway/Millcreek Square
  - DWS (2) for crosswalk across Driveway on Northern part of intersection
  - Curb and Sidewalk in NE and NW quadrants of intersection for installation of DWS listed above
  
- Lincoln Highway (SR 0030) and Witmer Road (TWP)/Pleasant Drive (TWP)
  - DWS (2) for crosswalk across Witmer Road
  - DWS (2) for crosswalk across Pleasant Drive
  
- Lincoln Highway (SR 0030) and Bowman Road (TWP)
  - DWS (2) for crosswalk across Bowman Road on Southern part of intersection
  - Curb and Sidewalk in SE and SW quadrants of intersection
  
- Lincoln Highway (SR 0030) and American Music Theatre Driveway/Rockvale Driveway
  - DWS (2) for crosswalk across American Music Theatre Driveway on Northern part of intersection
  - Curb and Sidewalk in northern part of intersection for installation of DWS listed above
  - DWS (2) for crosswalk across Rockvale Driveway

**Estimated Quantity and Costs for Municipality Improvements**

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	ESTIAMTED UNIT COST	TOTAL ESTIMATED COSTS
0316- 0636	SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPALCEMENT, PG 64-22, 10 TO <30 MILLION ESALS, 25.0 MM MIX, 12" DEPTH	84 SY	\$135/SY	\$11,340
0630- 0001	PLAIN CEMENT CONCRETE CURB	55 LF	\$75/LF	\$4,125
0630- 0010	PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB	351 LF	\$80/LF	\$28,080
0695- 0002	DETECTABLE WARNING SURFACE	274 SF	\$45/SF	\$12,330
9676- 0001	CEMENT CONCRETE SIDEWALK MODIFIED	255 SY	\$155/SY	\$39,525
			<b>TOTAL</b>	<b>\$95,400</b>

## 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 contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 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 prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (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.
- f. **"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.
- 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.

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

- a. 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 or procurement with the Commonwealth.

EXHIBIT "D"

- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, 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.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

EXHIBIT "D"



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.
- h. 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, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State 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 refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. 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.

EXHIBIT "D"

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

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 discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws 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 in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit "E"

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 Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. 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.

Exhibit "E"

**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, 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 agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, 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 through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "F"

### **Contract Provisions – Right to Know Law**

- 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.

EXHIBIT “G”

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.

#### EXHIBIT "G"