


RESOLUTION # 17-09

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.

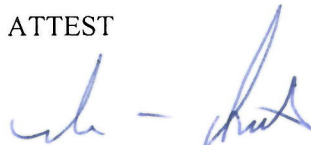
DATE: 2/13/17



Township Manager


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

ATTEST



Title: Treasurer DATE 2/13/17

MUNICIPALITY


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 _____

AGREEMENT NO. - 08A597
LANCASTER COUNTY
EAST LAMPETER TOWNSHIP
S.R. & SECTION: 0030-125

FEDERAL ID NO. - 23-6000312
MPMS NO. - 105372

CONTRIBUTION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT"),

and

East Lampeter Township, of the Commonwealth of Pennsylvania, acting through its proper officials ("MUNICIPALITY").

As used in this Agreement, PennDOT and the MUNICIPALITY are referred to as the "Parties."

WITNESSETH:

WHEREAS, PennDOT has under its jurisdiction State Route 0030-125, located in East Lampeter Township, Lancaster County, where it is also known as Lincoln Highway;

WHEREAS, PennDOT proposes a project involving construction and improvements on State Route 0030 in the MUNICIPALITY (MPMS 105372, SR 0030-125) ("Project");

WHEREAS, the Project will consist of milling; resurfacing; minor drainage work; signs and pavement markings; installing various items to comply with ADA requirements such as ramps, push buttons, and pedestrian signals; and associated construction activity;

WHEREAS, the MUNICIPALITY has agreed to pay PennDOT for any improvements that cross the MUNICIPALITY's and state roads, as explained in Exhibit "A," attached to and made part of the Agreement, for which the MUNICIPALITY is financially responsible ("Improvements");

WHEREAS, the MUNICIPALITY has agreed to reimburse PennDOT for one hundred percent (100%) of all actual costs incurred for the Improvements, as tabulated on Exhibit "B" attached to and made part of this Agreement; and,

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth their respective performance responsibilities and financial obligations for the Project.

NOW, THEREFORE, in consideration of the premises, the mutual promises contained in this Agreement and with the intent to be legally bound, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated by reference as a material part of this Agreement.
2. **Improvements.** In conjunction with the construction Project on SR 0030-125 from Segment 0330 Offset 2999 to Segment 0390 Offset 0918 and SR 0462 from Segment 0340 Offset 0454 to Segment 0340 Offset 2685, in the MUNICIPALITY,

PennDOT shall, by contract, construct the following Improvements for which the MUNICIPALITY shall be financially responsible: the costs associated with ADA ramps and upgrades to signals so that they comply with ADA requirements, at locations that cross the MUNICIPALITY's roads and state highways, as outlined on Exhibit "A."

3. **Contribution.** The MUNICIPALITY shall pay to PennDOT, by way of reimbursement for the Improvements, one hundred percent (100%) of the actual construction costs thereof, estimated to be two hundred forty-eight thousand, twenty dollars (\$248,020). The costs are as specifically set forth in Exhibit "B," which is attached to and made a part of this Agreement. PennDOT shall submit an invoice at the completion of the Project; and, after final inspection of the Improvements and their approval by an engineer for the MUNICIPALITY, the MUNICIPALITY shall make payment in full within thirty (30) days of receipt of the invoice.
4. **Default.** If the MUNICIPALITY shall be in default of payment under the preceding paragraph for a period of forty-five (45) days, the MUNICIPALITY authorizes PennDOT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund allocation as may be necessary to reimburse PennDOT in full for all costs due hereunder; and the MUNICIPALITY does hereby and herewith authorize PennDOT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.
5. **Easements, Right-of-Way, or Temporary Construction.** The MUNICIPALITY shall, at its sole cost, obtain any easements, rights-of-way or temporary construction areas necessary to construct the Improvements. The MUNICIPALITY shall furnish to PennDOT, prior to its advertising and letting

of the Project, a certification that all such easements, rights-of-way or temporary construction areas have been obtained.

6. **PennDOT's Responsibility.** PennDOT, with federal funding provided by the United States Department of Transportation, Federal Highway Administration (FHWA), shall be responsible for all costs of the Project other than those for which the MUNICIPALITY is responsible, as reflected in Exhibit "B."
7. **Indemnification.** Unless otherwise agreed to by the parties in writing, in addition to the MUNICIPALITY's reimbursement obligations under preceding Paragraph No. 3, the MUNICIPALITY shall, indemnify, save harmless and (if requested) defend PennDOT and the FHWA, its agents and employees from, and be solely responsible for, the payment and satisfaction of all awards, judgments, claims, costs and damages, including costs of appraisers and attorneys, witness fees and other court costs and expenses resulting from the following:
 - a. Changes required to be made to PennDOT's approved plans and/or specifications for the Project made necessary by, requested by, and/or for the MUNICIPALITY;
 - b. Time delays and extensions of time or termination of construction work on the Project requested or caused by the MUNICIPALITY;
 - c. Right-of-way and other property damages resulting from the acquisition and/or condemnation of the lands necessary for and/or the construction of the requested Improvements. Right-of-way and other property damages, as used in this paragraph, shall include, but not be limited to, consequential damages; damages arising from de facto or

inverse takings; special damages for displacement; damages for the preemption, destruction, alteration, blocking and diversion of facilities; and any other damages that may be claimed or awarded within the purview of the Eminent Domain Code of 1964, as amended, the State Highway Law of 1945, as amended, and/or eminent domain case law of Pennsylvania; and claims awarded or entered against PennDOT and/or the MUNICIPALITY;

- d. Relocation of utility facilities, including but not limited to, gas, water, sewer, electric, telecommunications or drainage facilities, in the Project area and made necessary by the Improvements;
 - e. Preparation or revisions of environmental impact statements, negative declarations, environmental reports or other documents required by law and/or environmental litigation; public environmental hearings made necessary by the planning, design and/or environmental litigation; public environmental hearings made necessary by the planning, design and/or construction of the Improvements; and any or all increased planning, design, construction, utility relocation and right-of-way costs resulting therefrom; and
 - f. All other unforeseen costs and expenses not included in the said estimate of design and construction costs for the Improvements, but which are directly related to or caused by the planning, design and/or construction of the Improvements.
8. **Additional Indemnification Obligation.** In addition to its obligations to PennDOT under Paragraph 7 above, the MUNICIPALITY shall indemnify, save harmless and (if requested) defend the Commonwealth of

Pennsylvania, PennDOT, the FHWA, their officers, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries to and damages received or sustained by any person, persons or property arising out of, resulting from or connected with any act, omission, neglect or misconduct of the MUNICIPALITY and/or its contractors, their officers, agents and employees with respect to maintenance, operation and use of the completed Improvements or otherwise with respect to this Agreement.

9. **Work and Materials.** All work done and materials furnished under and by virtue of this Agreement shall conform to and be governed by the plans and specifications prepared or approved by and on file with PennDOT, which plans and specifications are incorporated herein by reference; and the work shall be done under the supervision and subject to the approval of PennDOT.
10. **Maintenance and Ownership.** Upon completion of the Project, the Improvements and curb and sidewalk facilities on all of the roads as outlined in Exhibit "A" and the crosswalk at the intersection of Oakview Road and Lincoln Highway (SR 0030) and signal modifications constructed under this Agreement shall be owned and maintained in good repair by the MUNICIPALITY, subject, however, to the applicable laws governing the opening of State Highways.
11. **Abandonment of Project.** Nothing contained in the Agreement shall be deemed to be a waiver by PennDOT of its discretion to abandon or postpone the Project.
12. **Required Commonwealth Provisions.** The MUNICIPALITY shall comply with the following required Commonwealth Provisions. As used in these

provisions, "Contractor" refers to the MUNICIPALITY.

- a. The current version of the Contractor Integrity Provisions, which are attached and made part of this Agreement as Exhibit "C;"
- b. The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached and made part of this Agreement as Exhibit "D;"
- c. The current version of the Commonwealth Contractor Responsibility Provisions, which are attached and made part of this Agreement as Exhibit "E;" and
- d. The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached and made part of this Agreement as Exhibit "F."

13. **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, attached and made part of this Agreement as Exhibit "G." As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

14. **MPMS NO. 105372.** SR 0030-125 is an 80% federal- and 20% state-funded project. The State assistance program name and number is State Route 0030 Section 125; MPMS No. 105372; ECMS Contract No. 105372. This paragraph does not affect the costs to the MUNICIPALITY.

15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties.

Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.

16. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.
18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the MUNICIPALITY and PennDOT, or as constituting PennDOT as the representative or general agent of the MUNICIPALITY for any purpose whatsoever.

20. **Assignment.** This Agreement may not be assigned by the MUNICIPALITY, either in whole or in part, without the written consent of PennDOT.

21. **Third-Party Beneficiary Rights.** The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

22. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

PennDOT:

Name: Benjamin E. Singer, Project Manager

Address: 2140 Herr Street

Harrisburg

PA 17103-1699

Telephone: 717-787-6690

Fax: 717-783-5493

Email address: besinger@pa.gov

MUNICIPALITY:

Name: Ralph M. Hutchison, Township Manager

Address: 2250 Old Philadelphia Pike

Lancaster

PA 17602

Telephone: 717-393-1567 Ext. 3504

Fax: 717-393-4609

Email address: rhutchison@eastlampetertownship.org

23. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually

severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

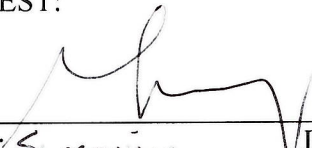
24. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

25. **Effective Date.** This Agreement will not be effective until all necessary Commonwealth officials as required by law have executed it. Following full execution, PennDOT will insert the effective date at the top of Page 1.

[Remainder of page is intentionally left blank]

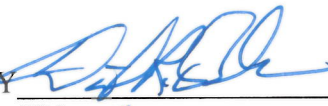
IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST:



Title: Supervisor DATE 1/16/17

EAST LAMPETER TOWNSHIP


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 public entity, please attach a resolution. Signers, please indicate your titles and date your signatures.

DO NOT WRITE BELOW THIS LINE – FOR DEPARTMENT USE ONLY

DEPARTMENT OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
For Chief Counsel DATE

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP FUND _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
Deputy General Counsel DATE

BY _____
Office of Comptroller Operations DATE

BY _____
Deputy Attorney General DATE

Exhibit "A" – Improvements PennDOT is paying for and Improvements MUNICIPALITY is paying for

Exhibit "B" – Cost sheet for the Project outlining PennDOT's cost and MUNICIPALITY's cost

Exhibit "C" – Contractor Integrity

Exhibit "D" – ADA

Exhibit "E" – Contractor Responsibility

Exhibit "F" – Commonwealth Nondiscrimination/Sexual Harassment

Exhibit "G" – Right-to-Know Law

Improvements PENNDOT is paying for and Improvements MUNICIPALITY is paying for

- Lincoln Highway (SR 0462) and ramp to SR 0030 WB

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (6) for cross walks that cross SR 0462 and Ramp to SR 0030 EB	Traffic signal head display adjustments (4)
Curb and Sidewalk	

- Lincoln Highway (SR 0030) and Oakview Road (SR 2043)/Oakview Drive (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (6) for cross walks that cross SR 0030 and SR 2043 (Oakview Road)	Inlaid crosswalk across SR 30 (2), SR 2043 and S. Oakview Road
Curb and Sidewalk	Pedestrian Pole & Signal in NE & NW Quadrants of Intersection
	Conduit, Junction Boxes, Signal Cable, Pedestrian Push Buttons for new Pedestrian Pole and Signal
	Traffic signal head adjustments (4)
	Traffic signal head removal (1)

- Lincoln Highway (SR 0030) and Greenland Drive (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
	Traffic signal head adjustments (7)

- Lincoln Highway (SR 0030) and Mennonite School Road (TWP)/Harvest Road (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (4) for cross walks that cross SR 0030	Pedestrian Pole & Signal in NE & SW (2) Quadrant of Intersection
Curb and Sidewalk for crossing SR 30 in SW quadrant of intersection	Conduit, Junction Boxes, Signal Cable, Pedestrian Push Buttons for new Pedestrian Pole and Signal
Curb and Sidewalk for crossing SR 30 in NE quadrant of intersection	Traffic signal head adjustments (6)

- Lincoln Highway (SR 0030) and Millstream Road (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
	Quick Curb on Millstream Road

- Lincoln Highway (SR 0030) and Stanley K. Tanger Drive (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
	Traffic signal head adjustments (7)

- Lincoln Highway (SR 0030) and Lancaster Host Resort (Private Drive/TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
	Traffic signal head adjustments (6)

- Lincoln Highway (SR 0030) and Dutch Family Restaurant Driveway/Millcreek Square

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (2) for crosswalks across SR 0030 located in NE and NW quadrant of intersection	Pedestrian Pole & Signal in NE Quadrant of Intersection
Curb and Sidewalk in NE and NW quadrants of intersection for installation of DWS listed above	Conduit, Junction Boxes, Signal Cable, Pedestrian Push Buttons for new Pedestrian Pole and Signal
	Traffic signal head adjustments (9)

- Lincoln Highway (SR 0030) and Witmer Road (TWP)/Pleasant Drive (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (4) for crosswalks across SR 0030	Pedestrian Pole & Signal in NE, NW, SW, & SE (2) Quadrants of Intersection
Curb and Sidewalk	Conduit, Junction Boxes, Signal Cable, Pedestrian Push Buttons for new Pedestrian Pole and Signal
	Traffic signal head adjustments (6)

- Lincoln Highway (SR 0030) and Bowman Road (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
	Quick Curb on Bowman Road

- Lincoln Highway (SR 0030) and American Music Theatre Driveway/Rockvale Driveway

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (4) for crosswalks across SR 0030	Pedestrian Pole & Signal in NE & SE Quadrants of Intersection
Curb and Sidewalk in NE and NW quadrants of intersection for installation of DWS listed above	Conduit, Junction Boxes, Signal Cable, Pedestrian Push Buttons for new Pedestrian Pole and Signal
Curb and Sidewalk in SE and SW quadrants of intersection	Traffic signal head adjustments (6)

- Lincoln Highway (SR 0030) and Willowdale Drive (TWP)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
DWS (2) for crosswalks across SR 0030 & S. Willowdale Drive	Pedestrian Pole & Signal in SE Quadrant of Intersection
Curb and Sidewalk for installation of DWS listed above	Conduit, Junction Boxes, Signal Cable, Pedestrian Push Buttons for new Pedestrian Pole and Signal
	Traffic signal head adjustments (6)

- Lincoln Highway (SR 0030) and Eastbrook Road/Hartman Bridge Road (SR 0896)

PENNDOT Improvements (PENNDOT PAID)	MUNICIPALITY Improvements (MUNICIPALITY PAID)
	Traffic signal head adjustments (8)

Estimated Quantity and Costs for Municipality Improvements

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	ESTIAMTED UNIT COST	TOTAL ESTIMATED COSTS
4951-4010	TRAFFIC SIGNAL SUPPORT, 10' PEDESTAL	14 EACH	\$4,200/EACH	\$58,800
0954-0012	2 INCH CONDUIT	350 LF	\$4/LF	\$1,400
0954-0201	SIGNAL CABLE, 14 AWG, 3 CONDUCTOR	350 LF	\$2/LF	\$700
0954-0304	JUNCTION BOX, JB-27 GALVANIZED STEEL	14 EACH	\$1000/EACH	\$14,000
0956-0500	PEDESTRIAN PUSH BUTTON	36 EACH	\$800/EACH	\$28,800
9000-1630	LANE SEPARATOR CURB WHITE	20 LF	\$60/LF	\$1,200
9000-1937	WHITE LANE SEPARATOR CHANNELIZER POSTS	6 EACH	\$100/EACH	\$600
9000-2630	LANE SEPARATOR CURB YELLOW	40 LF	\$60/LF	\$2,400
9000-2937	YELLOW LANE SEPARATOR CHANNELIZER POSTS	12 EACH	\$100/EACH	\$1,200
9409-0001	STAMPED CROSSWALK IN BITUMINOUS ROADWAY	440 SY	\$243/SY	\$106,920
9955-0001	TRAFFIC SIGNAL HEAD AND DETECTOR ZONE ADJUSTMENTS	69 EACH	\$460/EACH	\$31,740
9955-0002	TRAFFIC SIGNAL HEAD REMOVAL	1 EACH	\$260/EACH	\$260
			TOTAL	\$248,020

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 "C"

- 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 "C"

- 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 "C"

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 "D"

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

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 "F"

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 "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"