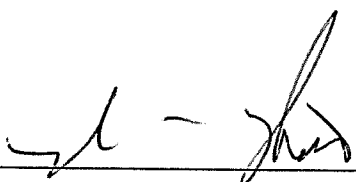
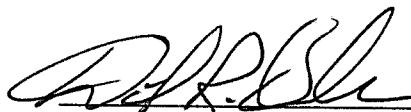


RESOLUTION #17-19

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



ATTEST: Township Manager

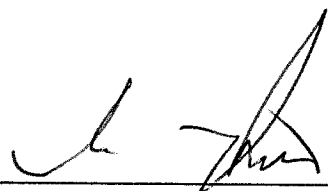


Chairman

East Lampeter Township

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 Monday, August 7, 2017.

Date: 8/2/17



Township Manager



July 6, 2017

 RECEIVED
 JUL 12 2017
 EAST LAMPETER
 TOWNSHIP

Ralph Hutchison, Township Manager
 East Lampeter Township
 2250 Old Philadelphia Pike
 Lancaster, PA 17602

Dear Mr. Hutchison:

I am pleased to inform you that your application for Pennsylvania's 2016 Green Light-Go Program was approved. The Old Philadelphia Pike and Horseshoe Road Intersection Improvement Project will be awarded the requested amount of \$44,000, once the following steps have been completed and submitted in one package back to the Department:

- (1) **Acceptance Letter.** Provide a municipal letter stating acceptance of the grant award. If you wish to decline this grant, please notify the Department as soon as possible.
- (2) **Grant Agreement.** An Authorized Official, (as per your appropriate municipal code), must sign, date, and complete the attached Grant Agreement.
 - (a) **Resolution.** Provide a signature resolution that identifies the signature authority of the individual signing the Grant Agreement.
- (3) **Funding Match.** Identify the source of the funding match and indicate how the funding can be obtained.

This Grant Agreement must be completed and the original copy returned no later than September 1, 2017. Once the original copy is received and processed, the Department will provide a grant award letter along with the fully executed grant agreement. Note that no work can begin until a fully signed and executed agreement has been provided back to the applicant unless otherwise previously approved by the Department. By accepting the grant, the municipality agrees to the Terms and Conditions outlined in the Grant Application and on the Traffic Signal Portal: (<http://www.dot.state.pa.us/signals>).

Your application is considered a Local Grant Element, which has the following project expectations:

- Project will be a Municipal Managed Project where the municipality is responsible for providing a municipal employee or consultant with approval authority to manage the project development phases from design through construction, as applicable. The Project should not begin until the agreement has been fully executed.
- 20% match commitment from local and/or private funds.

Thank you for your interest in the Commonwealth's transportation system and advancing the Green Light-Go Program. We look forward to seeing your project implemented.

Should you have any questions, please contact Daniel Farley, Chief, Traffic Operations Deployment and Maintenance Section, at 717.783.0333.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. N. Roman".

Richard N. Roman, P.E., Director
 Bureau of Maintenance and Operations

Effective Date:	EALA #: EALABMS36215
Date of Offer: July 6, 2017	Funds Commitment #:
Internal Order Number: 89975	Agreement #: 2016GLG074
Grantee: East Lampeter Township (36215)	SAP Vendor#: 138659
Project Title: Old Philadelphia Pike and Horseshoe Road intersection improvement	MPMS#: 109473
Total Grant Amount Not to Exceed: \$44,000.00	ECMS#
PennDOT Fiscal Year: 17/18 (Year 3)	☒ Local Grant Element ☐ PennDOT Project Element

GRANT/REIMBURSEMENT AGREEMENT

Green Light-Go Program

This Grant/Reimbursement Agreement is made by and between the Commonwealth of Pennsylvania, Department of Transportation (PENNDOT)

and

_____ East Lampeter Township (36215)
(GRANTEE).

W I T N E S S E T H:

WHEREAS, 74 Pa.C.S. Chapter 92, added by Act 89 of 2013, provides for the establishment and implementation of a program to allocate funds to municipalities for traffic signals, provided that the municipality match PENNDOT funding in an amount not less than 20% of the amount of the financial assistance being provided; and,

WHEREAS, Under 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 9511(e.1) (relating to allocation of proceeds), the PENNDOT established the Green Light-Go: Pennsylvania's Municipal Partnership Program, also known as the "Green Light-Go Program." The Green Light-Go Program is a competitive application requiring a 20% municipal or private cash match for municipalities to request financial assistance for existing traffic signal maintenance and operations activities identified in 75 Pa.C.S. § 9511(e.1), and,

WHEREAS, PENNDOT invited municipalities to submit grant applications, and GRANTEE's application was selected for participation in the Green Light-Go program; and,

WHEREAS, GRANTEE has signified its willingness to participate in the Green Light-Go program and the PENNDOT agrees to partially fund the GRANTEE's project to the grant amount, in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE:

For and in consideration of the foregoing premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties agree as follows:

1. Incorporation by Reference. The foregoing recitals are incorporated by reference as if fully set forth among the terms and conditions of this Grant/Reimbursement Agreement.

2. Scope of Work. The Project consists of 8, as more particularly described in the attached Grant Application(s) (Exhibit D). The Project was competitively selected, and therefore PENNDOT will not allow substantial scope changes or substitute projects after an award is made.

3. Scope of This Agreement.

(a) This Grant/Reimbursement Agreement comprises:

- (i) this document, including its exhibits (Exhibits E, F, G, H, I and J);
- (ii) the Project Estimated Costs (Exhibit A);
- (iii) the Grant Terms and Conditions (Exhibit B);
- (iv) the Grant Offer Letter (Exhibit C); and
- (v) the Grant Application (Exhibit D), and any other document referenced or incorporated in the Grant Application.

(b) Each Grant/Reimbursement Agreement, including its exhibits and referenced documents, applies to only the particular Grant and Project covered by that Grant/Reimbursement Agreement. If there is any ambiguity or inconsistency between the documents constituting this Grant/Reimbursement Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

4. Scope of Funding. The total amount of the Grant is \$44,000.00. Funding by activity will be as follows:

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Total Amount</u>
Preliminary Engineering	\$ 0.00	\$ 0.00	\$ 0.00
Final Design	\$4,000.00	\$1,000.00	\$5,000.00
Utilities	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way	\$ 0.00	\$ 0.00	\$ 0.00
Construction	\$40,000.00	\$10,000.00	\$50,000.00
Miscellaneous Services	\$ 0.00	\$ 0.00	\$ 0.00
Total Cost	\$44,000.00	\$11,000.00	\$55,000.00

5. Term of Grant. The Project funding begins on Grant/Reimbursement Agreement Execution and ends on December 31, 2019 the Expiration Date.

- (a) Project activities for which this Grant/Reimbursement Agreement is written must be completed by the following deadlines:

Completion of Construction	June 30, 2019
Submission of Final Invoice to PENNDOT	August 30, 2019
Agreement Expiration	December 31, 2019

Project deadlines may be extended at PENNDOT's discretion. If not extended, then if a deadline is not met, PENNDOT may:

- (i) suspend payment of the Grant funds until the Project schedule is made current; or
 - (ii) terminate this Grant/Reimbursement Agreement in accordance with the Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.
- (b) If the Project is not completed and final invoice submitted by the Expiration Date, no additional payments will be made to the GRANTEE, and the remaining funds will revert back to the Green Light-Go program.

6. Local Project Element – Payment of Grant Funds.

(a) If the Project is considered a local project element as identified on the first page of this Grant/Reimbursement Agreement. If selected, GRANTEE shall have management responsibility for the Project. GRANTEE shall administer all aspects of the performance of the Project.

- (i) The work shall be performed by the GRANTEE's employees, contractors and/or consultants.
- (ii) GRANTEE shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.

(b) PENNDOT will make payments to the GRANTEE through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the PennDOT's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf

- i) The GRANTEE must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the GRANTEE to properly apply the DEPARTMENT's payment to the respective invoice or program.

- ii) It is the responsibility of the GRANTEE to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

(c) GRANTEE shall maintain full and complete records of all receipts and disbursements of all Project funds for three (3) years from the date of final payment of grant funds under this Grant/Reimbursement Agreement to GRANTEE for inspection and/or audit. PENNDOT, or any of its authorized officers, agents or employees, shall have full and complete access to the records to inspect, copy, or carry them away, at any reasonable time during the term of this Grant/Reimbursement Agreement or the three (3) year retention period. The account and records shall comply with generally accepted accounting practices.

(d) Each payment will be made following submission by the GRANTEE of an itemized invoice. To be correctly itemized, the invoice must be in the form of Exhibit (E).

7. PENNDOT Project Element – Use of Grant Funds.

(a) If the Project is considered a PENNDOT project element as identified on the first page of this agreement. PENNDOT shall have management responsibility for the Project. PENNDOT shall administer all aspects of the performance of the Project.

- (i) The work shall be performed by PENNDOT employees, contractors and/or consultants, except as may be otherwise provided in this Grant/Reimbursement Agreement.
- (ii) PENNDOT shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
- (iii) PENNDOT shall be responsible for the bidding and award of any necessary contracts for construction and construction inspection. If the amounts bid exceed the Project estimated costs, the parties agree to meet within seven business days to discuss project funding. The parties may agree to re-bid, reduce or alter the Project scope, terminate the Project, or proceed with the Project at the higher cost.
- (iv) During the conduct of the work, PENNDOT is authorized to proceed with and approve any change order provided that the aggregate cost associated with all change orders does not exceed 10% of the total project estimated costs. If the change order cost exceeds 10% of the total project estimated costs, the GRANTEE shall be presented with a change order request for each subsequent change order request. If GRANTEE does not approve any proposed change order, GRANTEE shall notify PENNDOT, in writing, of its disapproval within three business days and the parties shall meet within one business day after the notice is given in an effort to resolve the objection. If no notice of disapproval is given within three business days, the change order shall be deemed approved. The parties shall use their respective best efforts to resolve any objection to a change order raised by GRANTEE. Additionally, once the aggregate of change orders exceeds 10% of the total Project estimated costs,

the parties shall promptly meet within seven business days to discuss the change order needs.

(b) The GRANTEE shall reimburse PENNDOT for the municipal match. In any instance where Project costs are incurred in excess of the grant amount, including but not limited to instances where change orders are approved, GRANTEE shall reimburse PENNDOT the excess amount within 30 days after receipt of an invoice from PENNDOT which itemizes the costs and expenses to be reimbursed.

(c) The GRANTEE authorizes PENNDOT to withhold as much of the grant amount and municipal match as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs incurred, and authorizes PENNDOT to apply those funds to perform and complete the Project.

(d) The scope of funding and Project estimated costs are based on information supplied by the GRANTEE in its application, and PENNDOT relied upon that information to offer the Grant. The grant amount will not be increased, and GRANTEE bears all risk for costs exceeding the project estimates.

(e) PENNDOT shall acquire all rights-of-way necessary to perform the Project in accordance with all applicable federal and state laws, policies and procedures. PENNDOT 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 and/or condemnation. Acquisition cost shall include, but shall not be limited to, payment of claims of affected property owners, photographic, appraisal and engineering services; title reports; counsel fees; expert witness fees required for the adjudication of all property damage claims; transcripts of testimony before the board of view; and all record costs, including printing costs, in case of appeal to an appellate court. In the event that PENNDOT exercises its power of eminent domain over any real property owned by GRANTEE, GRANTEE agrees to waive just compensation for right-of-way necessary for the Project.

(f) PENNDOT may perform multiple projects for different grants and/or GRANTEES together through a bundled procurement, in order to perform similar projects in the most cost-effective manner. Projects awarded under the PENNDOT Project Element will be evaluated to determine the most fiscally responsible manner of project delivery, considering cost and project management requirements.

(g) GRANTEE shall have the right at all reasonable times and upon reasonable notice to PENNDOT to review PENNDOT's records addressing the bidding, letting, contracting, invoicing and payment for work done on the Project.

8. Reporting. GRANTEE agrees to comply with the reporting requirements contained in PENNDOT Publication 191. GRANTEE also agrees to create and provide a report to the PENNDOT representative at the completion of the Project showing that the work was completed in accordance with this Grant/Reimbursement Agreement, and this report shall include an accounting summary of all funds expended toward the Project.

9. Effective Date. This Grant/Reimbursement Agreement will not be effective until it has been executed by all necessary PENNDOT officials as required by law. Following full execution, PENNDOT will insert the effective date at the top of Page 1. This

Grant/Reimbursement Agreement shall remain in effect until the Project is abandoned or the Expiration Date, whichever occurs first.

10. Availability of Funds. The GRANTEE, by executing this Grant/Reimbursement Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Grant/Reimbursement Agreement, and that the GRANTEE, and not PENNDOT, shall bear and provide for all costs incurred in excess of the grant amount.

11. Points of Contact. All notices or other communications that are required or any to be given under this Grant/Reimbursement Agreement shall be addressed as follows:

If to PENNDOT:

Daniel Farley
Traffic Operations Deployment and Maintenance Section
Bureau of Maintenance and Operations, Department of Transportation
403 North Street, 6th Floor
Harrisburg, PA 17120
RA-PDSIGNALFUNDING@pa.gov
FAX: (717)705-0686

If to GRANTEE:

or to such other person or address as the parties may provide to each other in writing.

12. Other Contributions. "Other Contributions" means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount	Timing
		\$	

GRANTEE agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Project. If the Other Contributions are not provided in accordance with this clause, then PENNDOT may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Grant/Reimbursement Agreement in accordance with the General Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.

13. Equipment and Assets.

(a) GRANTEE agrees to obtain PENNDOT's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000, apart from those listed in the Grant Application and/or detailed below:

(b) GRANTEE agrees to use the equipment and assets for the purposes of the Project.

(c) GRANTEE agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Project must be treated as part of the Grant and used for the purposes of the Project.

14. Relevant Qualifications or Skills.

(a) GRANTEE agrees to ensure that personnel performing work in relation to the Project are appropriately qualified to perform the tasks indicated. In order to properly maintain the traffic signal equipment covered by this applicant, the GRANTEE agrees to provide, as minimum, the following staff throughout the useful life of equipment.

(i) Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs. The Traffic Engineer must possess, at a minimum:

- (1) a thorough understanding of traffic signal design, installation and maintenance;
- (2) a working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory; control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection;
- (3) an ability to supervise subordinate personnel effectively in the assignment of their work;
- (4) a college degree in engineering, which includes course work in traffic engineering; and
- (5) either four years of experience in the field of traffic engineering or its equivalent in graduate college work.

(ii) Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment. The Signal Specialist must possess, at a minimum:

- (1) extensive training and troubleshooting skills in electronics and software;
- (2) ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem;
- (3) ability to make design and modifications to implement or omit special functions;

- (4) ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems; and
- (5) ability to perform all tasks required of a signal technician.

(iii) Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment. The Signal Technician must possess, at a minimum:

- (1) ability to perform response maintenance on solid state equipment up to the device exchange level;
- (2) capability to diagnose a vehicle loop failure and initiate corrective action;
- (3) ability to tune detector amplifiers;
- (4) ability to follow wiring schematics, check and set timings from plan sheet and check all field connections; and
- (5) ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

(b) The staffing requirements may not be altered by the GRANTEE except by request to PENNDOT and receipt of PENNDOT's written approval, or as superseded by specific staffing requirements provided in PENNDOT's Publication 191.

15. Compliance With Law, Policies and Industry Standards. GRANTEE agrees to comply with the requirements of all of the following legislation, policies and industry standards when undertaking the Project:

- (a) the Manual on Uniform Traffic Control Devices (MUTCD), approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2);
- (b) the Transportation Research Board's Highway Capacity Manual 2010;
- (c) the Pennsylvania Vehicle Code (75 Pa. C.S. §§3111 – 3115 and §§6101 – 6129);
- (d) PENNDOT Regulations (67 Pa. Code §§205 and 212);
- (e) PENNDOT Publication 13M (Design Manual 2: Highway Design);
- (f) PENNDOT Publication 35 (Bulletin 15 - Approved Construction Materials);
- (g) PENNDOT Publication 46 (Traffic Engineering Manual);
- (h) PENNDOT Publication 72M (Roadway Construction Standards);
- (i) PENNDOT Publication 111 (Traffic Control Pavement marking and Signing Standards);
- (j) PENNDOT Publication 148 (Traffic Standards [TC-8800 Series] Signals);
- (k) PENNDOT Publication 191 (Guidelines for the Maintenance and Operation of Traffic Signals);
- (l) PENNDOT Publication 213 (Temporary Traffic Control Guidelines);
- (m) PENNDOT Publication 236 (Handbook of Approved Signs);
- (n) PENNDOT Publication 408 (Highway Specifications);
- (o) PENNDOT Publication 669 (Traffic Signal Inspection Pocket Guide);
- (p) PENNDOT Traffic Engineering Forms; and
- (q) all active PENNDOT Strike-Off Letters.

16. Diverse Business Participation for Non-Federal-Funded Projects. For local transportation organizations, including municipalities that function as transit providers, the GRANTEE shall comply with the provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa. C.S. §303 (diverse business participation).

17. Jurisdiction. This Grant/Reimbursement Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The GRANTEE agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

18. No Attachment by Creditors; No Cause of Action. The parties do not intend the benefits of this Grant/Reimbursement Agreement to inure to any third party. No portion of PENNDOT's commitment to make the Grant will be subject to attachment or levy by any creditor of the GRANTEE or by any contractor, subcontractor, materialman, or supplier, or any creditor of any contractor, subcontractor, materialman, or supplier. Notwithstanding anything contained in any document executed in connection with this transaction, or any conduct or course of conduct by any of the parties hereto, before or after signing this Grant/Reimbursement Agreement, this Grant/Reimbursement Agreement shall not be construed as creating any rights, claims, or causes of action against the Commonwealth, or any agency, officer, agent, or employee thereof, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than as specifically provided in this Grant/Reimbursement Agreement.

19. Save Harmless. During the term of this Grant/Reimbursement Agreement, the GRANTEE shall indemnify and save the DEPARTMENT harmless from and against any damages recoverable under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§8541-8564, up to the limitations on damages under said law arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of GRANTEE and for which a court has held GRANTEE, its officials or employees to be liable under said law. This provision shall not be construed to limit the GRANTEE in asserting any rights or defenses. Maintenance of a traffic signal under this or any other agreement or permit is a maintenance obligation under 42 Pa. C.S. §8542(b)(6)(ii).

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

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

22. Offset Provision. The GRANTEE agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the GRANTEE or its subsidiaries to the Commonwealth against any payments due the GRANTEE under any contract with the Commonwealth.

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

24. Contractor Responsibility Provisions. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Responsibility Provisions, which are attached as Exhibit "I" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

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

26. Amendments and Modifications. No alterations or variations to this Grant/Reimbursement Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Grant/Reimbursement Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Grant/Reimbursement Agreement.

27. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant/Reimbursement Agreement.

28. Severability. The provisions of this Grant/Reimbursement Agreement shall be severable. If any phrase, clause, sentence or provision of this Grant/Reimbursement 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 Grant/Reimbursement Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

29. No Waiver. Either party may elect not to enforce its rights and remedies under this Grant/Reimbursement Agreement in the event of a breach by other parties of any term or condition of this Grant/Reimbursement Agreement. In any event, the failure by either party to enforce its rights and remedies under this Grant/Reimbursement Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Grant/Reimbursement Agreement.

30. 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 GRANTEE and PENNDOT, or as constituting PENNDOT as the representative or general agent of the GRANTEE for any purpose whatsoever.

31. Assignment. This Grant/Reimbursement Agreement may not be assigned by the GRANTEE, either in whole or in part, without the written consent of the Commonwealth.

32. Third Party Beneficiary Rights. The parties to this Grant/Reimbursement Agreement understand that this Grant/Reimbursement Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Grant/Reimbursement Agreement.

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

34. Force Majeure. Neither party shall be liable for failure to perform under this Grant/Reimbursement 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.

35. Integration and Merger. This Grant/Reimbursement Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Grant/Reimbursement 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 Grant/Reimbursement Agreement made prior to or at the time this Grant/Reimbursement Agreement is executed are superseded by this Grant/Reimbursement Agreement unless specifically accepted by any other term or provision of this Grant/Reimbursement Agreement. There are no conditions precedent to the performance of this Grant/Reimbursement Agreement except as expressly set forth herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Grant/Reimbursement Agreement on the date first above written.

ATTEST:

[Signature]
Title: Try. Mgr DATE 8/7/17

GRANTEE

BY [Signature] DATE 8-7-17
Title: CHAIR-BOARD OF SUPERVISORS

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation

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

Contract No. 2016GLG074 is split 100%, expenditure amount of 0% for federal funds and 100%, expenditure amount of \$44,000.00 for state funds. The related federal assistance program name and number is _____; _____. The state assistance program name and SAP Fund is 1107300113; _____.

Project Estimated Costs

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Subtotals</u>
Preliminary Engineering	\$0.00	\$0.00	\$0.00
Final Design	\$4,000.00	\$1,000.00	\$5,000.00
Utilities	\$0.00	\$0.00	\$0.00
Right-of-Way	\$0.00	\$0.00	\$0.00
Construction	\$40,000.00	\$10,000.00	\$50,000.00

Total Cost	\$44,000.00	\$11,000.00	\$55,000.00
------------	--	--	--

Municipal Match %

County

Municipality

Project Title

Terms & Conditions

Eligibility.

- (a) Municipalities are eligible grantees in the Green Light – Go Program.
- (b) Grants require at least a 20% match of the total project costs as identified within 75 Pa. C.S. §9511 (e.1).
- (c) Projects identified as a Local Grant Element will be designed and managed by the applicant in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department.
- (d) Projects identified as a PennDOT Project Element will be designed and managed by the Department in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department.
- (e) Grants are available for maintenance and capital projects.
 - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.
 - (i) Eligible maintenance projects must have a minimum estimated useful life of at least 5 years.
 - (ii) Eligible maintenance projects may not include costs for the acquisition of land, rights to land, buildings or building materials to construct a new building or buildings.
 - (2) Eligible capital projects must have an estimated useful life of at least 18 years and may include non-recurring costs related to maintaining and operating traffic signals, including purchase of any of the following:
 - (i) Equipment upgrades.
 - (ii) new equipment for system expansion.
 - (iii) Land or rights to land or buildings.

Application period and deadlines.

- (a) Applications are to be electronically submitted during the open application period.
- (b) The open application period will be determined by the Department on an annual basis and published in the *Pennsylvania Bulletin*.

(c) Only electronic applications received during the open application period are considered to meet the application deadline for a particular fiscal year.

Application submission procedure.

(a) Applications shall be filed electronically using the dotGrants web-based application or as otherwise determined by the Department.

(b) Applications shall be fully completed by the applicant upon submission and must include, among other criteria specified on the particular application:

- (1) Documentation from participating municipalities establishing that the lead municipality is authorized to submit an application on their behalf for a multi-municipal application submission.
- (2) Map that identifies the location(s) of traffic signals for which funding is requested.
- (3) Anticipated project implementation schedule with identified milestones and completion date (include all key project phases, if applicable).
- (4) Documentation of the availability of matching funds and any proposed in-kind services, maintenance agreement, or any other non-financial form of a proposed match.
- (5) Detailed cost estimate. All costs will be deemed estimates until the time a formal grant offer is made.
- (6) Documentation demonstrating the applicant project's capacity to provide the 50% local funds match, meet inspection requirements, standard contract provisions, and competitive bid requirements.
- (7) Documentation demonstrating the applicant project's ability to meet the selection criteria set forth below.

(c) The Department may reject an application which does not include the data required by the application, program policies or applicable laws or regulations.

Public records.

Submissions to the Department may be subject to the requirements of the Right-to-Know Law (65 P. S. §§ 67.101—67.3104) and exceptions thereto.

Selection process and criteria.

(a) The Department will evaluate each eligible project in terms of:

- (1) The project's effect on improving safety, enhancing mobility, reducing congestion and greenhouse gases.
- (2) How the project supports the regional transportation system consistent with goals of the Statewide Long-Range Transportation Plan, Municipal Comprehensive Plan, local

Department Engineering District, and representative metropolitan planning organization or rural planning organization.

(3) Achieving a positive benefit/cost ratio.

(4) Leveraging available project funds.

(5) The applicant's ability to provide an effective level of maintenance and operations over the useful life of the improvements.

(6) Consistency with priority programs established by the Department, including but not limited to enhancing key freight corridors, transit corridors, and safety/mobility targets.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

Offer and acceptance.

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct an debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RA-PDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

Project Kick-off Meeting and Field View

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

Standards, methods, techniques, designs and special conditions.

(a) The Department reserves the right to specify or make determination as to the standards, methods, techniques, design and dimensional criteria acceptable in projects funded by awards under this chapter.

(b) The design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details.

(c) Failure to meet special conditions, performance criteria or specifications may result in the withdrawal of the award, disqualification from future consideration for an award under this chapter or declaration of an award recipient to be in default of the terms of the agreement.

(d) Steel products used in a project funded by an award issued under this chapter must comply with the Steel Products Procurement Act (73 P. S. §§ 1881—1887).

Prevailing wage.

Projects funded by awards under this chapter are subject to prevailing wage requirements as required under the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1—165.17).

Audits and recordkeeping.

(a) General.

(1) An applicant receiving an award under this chapter shall keep records as the Department may prescribe, including records which facilitate an effective audit and fully disclose:

(i) The amount and disposition by the applicant of the award proceeds.

(ii) The total cost of the plan or program in connection for which the award is given or used.

(iii) The amount and nature of that portion of the cost of the plan or program supplied by other sources.

(2) The Department shall have access to books, documents, papers and records of the award recipient that are pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.

(3) An award recipient shall establish and maintain an adequate accounting record for an individual project which will allow the Department to determine the legitimacy of costs incurred for the project.

(4) The award recipient shall maintain effective control over and accountability for all funds, property and other assets. Applicants shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.

(5) A award recipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the distribution by the applicant whenever funds are advanced by the Department.

(6) The award recipient shall include a clause in any contract related to the award that allows Department access to the applicant's contractor's records for purposes of accounting and audit.

(b) *Retention of records.*

(1) An award recipient shall retain for 5 years after the date of the submission of the final Department payment documentary evidence such as invoices, cost estimates and negotiation documents regarding any items of project cost. These documents include the following:

- (i) Monthly status updates.
- (ii) Vendor's invoices.
- (iii) Applicable purchase orders.
- (iv) Plans.
- (v) Inspection reports.
- (vi) Final inspection report showing acceptance for the project.
- (vii) A record of disposition or correction of unsatisfactory work.

(2) An award recipient shall retain for 5 years after the date of the submission of the final Department payment evidence of payments for items of project costs including the following:

- (i) Vouchers.
- (ii) Cancelled checks or warrants.
- (iii) Receipts for cash payments.

(3) If audit findings have not been resolved, records shall be retained until the findings have been resolved.

Inspection.

(a) The Department or an agency of the Commonwealth, or both, or a person designated or authorized by the Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials regarding a project funded by an award issued under this chapter.

(b) An inspection ordered by the Department or conducted under this chapter may include the following:

(1) The reproduction and examination of records.

(2) The taking of samples applicable to evaluation or project quality control.

(3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for awards issued under this chapter.

Payment procedures.

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within 7 calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) A award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System (dotGrants), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Ten percent of each award payment will be withheld by the Department as retainage until final inspection and approval of the project by the Department.

(f) Payment requests may be made for projects in progress but are limited to one request per month.

(g) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at www.dot.state.pa.us/signals.

Liability; forfeiture of funds; repayment.

(a) If an award recipient fails to comply with the terms and conditions of an award issued under this chapter, the following conditions apply:

- (1) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.
- (2) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for issued under this chapter.

(b) An award recipient aggrieved by a decision of the Department under this section may take an appeal under 2 Pa.C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

Waiver.

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

(c) In the event of an emergency or other event deemed of critical concern to the Commonwealth, the Secretary may waive any, or all, of the requirements of this chapter otherwise not prohibited by law.



pennsylvania
DEPARTMENT OF TRANSPORTATION

July 6, 2017

Ralph Hutchison, Township Manager
East Lampeter Township
2250 Old Philadelphia Pike
Lancaster, PA 17602

Dear Mr. Hutchison:

I am pleased to inform you that your application for Pennsylvania's 2016 Green Light-Go Program was approved. The Old Philadelphia Pike and Horseshoe Road Intersection Improvement Project will be awarded the requested amount of \$44,000, once the following steps have been completed and submitted in one package back to the Department:

- (1) **Acceptance Letter.** Provide a municipal letter stating acceptance of the grant award. If you wish to decline this grant, please notify the Department as soon as possible.
- (2) **Grant Agreement.** An Authorized Official, (as per your appropriate municipal code), must sign, date, and complete the attached Grant Agreement.
 - (a) **Resolution.** Provide a signature resolution that identifies the signature authority of the individual signing the Grant Agreement.
- (3) **Funding Match.** Identify the source of the funding match and indicate how the funding can be obtained.

This Grant Agreement must be completed and the original copy returned no later than September 1, 2017. Once the original copy is received and processed, the Department will provide a grant award letter along with the fully executed grant agreement. Note that no work can begin until a fully signed and executed agreement has been provided back to the applicant unless otherwise previously approved by the Department. By accepting the grant, the municipality agrees to the Terms and Conditions outlined in the Grant Application and on the Traffic Signal Portal: (<http://www.dot.state.pa.us/signals>).

Your application is considered a Local Grant Element, which has the following project expectations:

- Project will be a Municipal Managed Project where the municipality is responsible for providing a municipal employee or consultant with approval authority to manage the project development phases from design through construction, as applicable. The Project should not begin until the agreement has been fully executed.
- 20% match commitment from local and/or private funds.

Thank you for your interest in the Commonwealth's transportation system and advancing the Green Light-Go Program. We look forward to seeing your project implemented.

Should you have any questions, please contact Daniel Farley, Chief, Traffic Operations Deployment and Maintenance Section, at 717.783.0333.

Sincerely,

Richard N. Roman, P.E., Director
Bureau of Maintenance and Operations

2016 Green Light-GO Program Application**East Lampeter Township (GLG-2016-36215-0859)****District / County** 08 - Lancaster County**Project Title** Old Philadelphia Pike and Horseshoe Road intersection improvement**Applicant Contact Information****First Name**

Ralph

Last Name

Hutchison

Title

Township Manager

Street Address

2250 Old Philadelphia Pike

City

Lancaster

Zip Code

17602

Phone Number

717-393-1567

Alternative Phone Number

717-629-6055

E-mail Address

rhutchison@eastlampetertownship.org

Project Summary**Project Title**

Old Philadelphia Pike and Horseshoe Road intersection improvement

Project Type

Other

Description of Proposed Project

The project proposes to modify this signalized intersection by changing the Horseshoe Road (SR 1003) southbound approach lanes from a dedicated left turn lane with a combined straight through and right turn lane to a combined straight through and left turn lane with a dedicated right turn lane. This will involve changes to pavement markings and traffic signal signs and equipment.

Is this a multi municipality application? **Location****Location Description**

The signalized intersection is located where Horseshoe Road (SR 1003) intersects with Old Philadelphia Pike (SR 0340).

Pennshare ID	Permit No	Municipality	MajorStreet	MinorStreet	Corridor
36215303	8367	East Lampeter Township	OLD PHILA PK(SR 0340) &	HORSESHOE RD(SR1003)	Critical

Project Location Map Attachments

38092-Old Philadelphia and Horseshoe Road - Laurel Oak Lane intersection location map.mht

Exhibit D

Page 1 of 7

Project Justification**Description of Existing Problem(s) to be Addressed:**

Old Philadelphia Pike (SR 0340) and Horseshoe Road (SR 1003) both experience significant congestion in the evening rush hour. As traffic approaches the intersection on Horseshoe Road from the north and on Old Philadelphia Pike from the east, congestion is significant and the level of service at this location is an "F". Earlier in 2016 we had our traffic engineer collect traffic count data and analyze the conditions at this location. We then applied to PADOT and were given permission to slightly modify the signal timings in order to attempt to improve these conditions. However, the level of service remains at an "F".

Description of the Anticipated Benefits:

Safety, congestion reduction, modernization, energy efficiency, reduction of long-term operation and maintenance, etc.

The analysis indicates that changing the lane configuration as proposed and adding a south bound right turn overlap phase of operation, we would be able to further improve conditions by moving more southbound right turning vehicles during the time when left turns are moving on Old Philadelphia Pike thereby reducing congestion on Horseshoe Road. Some additional time could also be added to Old Philadelphia Pike in order to reduce the westbound queuing that is currently happening.

How does this Impact the Region:

Describe the Consistency with any Regional (MPO/RPO), County, Local Plans, Official Maps, etc.

This project is consistent with the policies and practices of the Lancaster County MPO, County Comprehensive Plan and the Regional Comprehensive Plans that the Township participates in because it will serve to reduce congestion on these highways.

Describe Current and Past Maintenance and Operations Plan:

The Township uses a third party contractor to perform all maintenance and repair services at all of the Township's signalized intersections. All of this work is done in accordance with Publication 191.

Maintenance and Operation Plan Attachments

38743-Traffic Signal Operation and Maintenance.pdf

Explain how the project is innovative in improving safety and mobility:

This project will reduce congestion in a critical corridor without the need to add travel lanes at this intersection.

Explain how the project is cost effective:

With a small investment in technology at this intersection we will significantly reduce congestion at this location.

Explain the proposed project schedule:

We expect that engineering would be completed in the first quarter of 2017 and that construction of the new configuration would be completed by the end of the third quarter of 2017.

Project Schedule Attachments

37979-Old Philadelphia Pike and Horseshoe Road Intersection Improvement - project schedule.docx

Project Funding

Project Budget

Activity	Requested Amount	Matched Amount
Preliminary Engineering	\$0.00	\$0.00
Final Budget Cost	\$4,000.00	\$1,000.00
Utilities Cost	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00
Construction Cost	\$40,000.00	\$10,000.00
Miscellaneous Services	\$0.00	\$0.00
Total	\$44,000.00	\$11,000.00

Total Project Cost	\$55,000.00
---------------------------	--------------------

Matched Percentage	20.00 %
---------------------------	----------------

Matched Funding Sources

- ☐ County Liquid Fuels Funds
- ☒ Municipality Liquid Fuels Funds
- ☒ General Fund Distribution
- ☐ Financed (PIB, Bond, etc.)
- ☐ Act 209 - Municipal Transportation Impact Fees
- ☐ Developer Contributions
- ☐ Private Funds
- ☐ Agility Agreement
- ☐ In-Kind Services
- ☐ Other

Cost Estimate Attachments

38752-Old Philadelphia Pike_Horseshoe Road GLG Cost Estimate.pdf

Supporting Documents

None

Terms & Conditions

Eligibility.

- (a) A county, city, borough, incorporated town, township, home rule municipality, or planning organizations (metropolitan or rural) is an eligible applicant for the Green Light – Go Program.
- (b) Grants require at least a 20% match of the total project cost. Except for transportation improvement program funds, the match may consist of any combination of Federal, State, regional, local and private funds, including in-kind contributions such as an exchange of services between the department and municipality.
- (c) Projects awarded will be designed and managed by the applicant in accordance with applicable Department specifications unless otherwise directed by the Department.
- (d) Grants are available for maintenance and capital projects.
 - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.

- (i) Eligible maintenance projects must have a minimum estimated useful life of at least 5 years.
- (ii) Eligible maintenance projects may not include costs for the acquisition of land, rights to land, buildings or building materials to construct a new building or buildings.
- (2) Eligible capital projects must have an estimated useful life of at least 18 years and may include non-recurring costs related to maintaining and operating traffic signals, including purchase of any of the following:
 - (i) Equipment upgrades.
 - (ii) new equipment for system expansion.
 - (iii) Land or rights to land or buildings.

Application period and deadlines.

- (a) Applications are to be electronically submitted during the open application period.
- (b) The open application period will be determined by the Department on an annual basis and published in the Pennsylvania Bulletin.
- (c) Only electronic applications received during the open application period are considered to meet the application deadline for a particular fiscal year.

Application submission procedure.

- (a) Applications shall be filed electronically using the dotGrants web-based application or as otherwise determined by the Department.
- (b) Applications shall be fully completed by the applicant upon submission and must include, among other criteria specified on the particular application:
 - (1) Documentation from participating municipalities establishing that the lead municipality is authorized to submit an application on their behalf for a multi-municipal application submission.
 - (2) Map that identifies the location(s) of traffic signals for which funding is requested.
 - (3) Anticipated project implementation schedule with identified milestones and completion date (include all key project phases, if applicable).
 - (4) Documentation of the availability of matching funds and any proposed in-kind services, maintenance agreement, or any other non- financial form of a proposed match.
 - (5) Detailed cost estimate. All costs will be deemed estimates until the time a formal grant offer is made.
 - (6) Documentation demonstrating the applicant project's capacity to provide the 20% match, meet inspection requirements, standard contract provisions, and competitive bid requirements.
 - (7) Documentation demonstrating the applicant project's ability to meet the selection criteria set forth below.
- (c) The Department may reject an application which does not include the data required by the application, program policies or applicable laws or regulations.

Public records.

Submissions to the Department may be subject to the requirements of the Right-to-Know Law (65 P. S. §§ 67.101—67.3104) and exceptions thereto.

Selection process and criteria.

- (a) The Department will evaluate each eligible project in terms of:
 - (1) The project's effect on improving safety, enhancing mobility, reducing congestion and greenhouse gases.
 - (2) How the project supports the regional transportation system consistent with goals of the Statewide Long-Range Transportation Plan, Municipal Comprehensive Plan, local Department Engineering District, and representative metropolitan planning organization or rural planning organization.
 - (3) Achieving a positive benefit/cost ratio.
 - (4) Leveraging available project funds.
 - (5) The applicant's ability to provide an effective level of maintenance and operations over the useful life of the improvements.
 - (6) Consistency with priority programs established by the Department, including but not limited to enhancing key freight corridors, transit corridors, and safety/mobility targets.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

Offer and acceptance.

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct a debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RAPDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

Project kick-off meeting and field view.

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

Standards, methods, techniques, designs and special conditions.

- (a) The Department reserves the right to specify or make determination as to the standards, methods, techniques, design and dimensional criteria acceptable in projects funded by awards under this chapter.
- (b) The design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details.
- (c) Failure to meet special conditions, performance criteria or specifications may result in the withdrawal of the award, disqualification from future consideration for an award under this chapter or declaration of an award recipient to be in default of the terms of the agreement.
- (d) Steel products used in a project funded by an award issued under this chapter must comply with the Steel Products Procurement Act (73 P. S. §§ 1881—1887).

Prevailing wage.

Projects funded by awards under this chapter are subject to prevailing wage requirements as required under the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1— 165.17).

Audits and recordkeeping.**(a) General.**

(1) An applicant receiving an award under this chapter shall keep records as the Department may prescribe, including records which facilitate an effective audit and fully disclose:

- (i) The amount and disposition by the applicant of the award proceeds.
- (ii) The total cost of the plan or program in connection for which the award is given or used.
- (iii) The amount and nature of that portion of the cost of the plan or program supplied by other sources.

(2) The Department shall have access to books, documents, papers and records of the award recipient that are pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.

(3) An award recipient shall establish and maintain an adequate accounting record for an individual project which will allow the Department to determine the legitimacy of costs incurred for the project.

(4) The award recipient shall maintain effective control over and accountability for all funds, property and other assets. Applicants shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.

(5) An award recipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the distribution by the applicant whenever funds are advanced by the Department.

(6) The award recipient shall include a clause in any contract related to the award that allows Department access to the applicant's contractor's records for purposes of accounting and audit.

(b) Retention of records.

(1) An award recipient shall retain for 5 years after the date of the submission of the final Department payment documentary evidence such as invoices, cost estimates and negotiation documents regarding any items of project cost. These documents include the following:

- (i) Monthly status updates.
- (ii) Vendor's invoices.
- (iii) Applicable purchase orders.
- (iv) Plans.
- (v) Inspection reports.
- (vi) Final inspection report showing acceptance for the project.
- (vii) A record of disposition or correction of unsatisfactory work.

(2) An award recipient shall retain for 5 years after the date of the submission of the final Department payment evidence of payments for items of project costs including the following:

- (i) Vouchers.
- (ii) Cancelled checks or warrants.
- (iii) Receipts for cash payments.

(3) If audit findings have not been resolved, records shall be retained until the findings have been resolved.

Inspection.

(a) The Department or an agency of the Commonwealth, or both, or a person designated or authorized by the

Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials.

(b) An inspection may include the following:

- (1) The reproduction and examination of records.
- (2) The taking of samples applicable to evaluation or project quality control.
- (3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for Green Light - Go grants.

Payment procedures.

- (a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.
- (b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within seven calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.
- (c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.
- (d) An award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System ([dotGrants](#)), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.
- (e) Payment requests may be made for projects in progress but are limited to one request per month.
- (f) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at www.dot.state.pa.us/signals.

Liability; forfeiture of funds; repayment.

If an award recipient fails to comply with the terms and conditions of an award issued under these terms and conditions, the following conditions apply:

- (a) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.
- (b) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for Green Light - Go grants.

Waiver.

- (a) The Department may waive requirements to submit specific information or data normally required for an application.
- (b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

☒ **I agree to these Terms & Conditions as the applicant**

Application Submitted Date 9/30/2016 8:24:07AM

Invoice Entry

dotGrants Bureau of Maintenance & Operations
PENNSYLVANIA

BOND Traffic Signal System GLG-INV-2015-21102-0015
Kathryn Pacheco Mize
Shawn Donald Wickham
Role: BOND System Admin State: PA

Main Menu Access # BOND Traffic Signal Invoice Menu #
Green Light - On Dashboard #

Summary Entry IPW

(GLG-INV-2015-21102-0015)

DISTRICT / COUNTY: 08 - Cumberland County
GRANT ID: SLR-2014-21102-0113
PROJECT TITLE: Collingwood State Hill School
INVOICE STATUS: Payment Made

SECTION 1 - AVAILABLE INVOICE AMOUNT

	STATE REIMBURSEMENT	LOCAL CONTRIBUTION
Approved District Amount	\$2,500.00	\$2,500.00
Expended Invoiced Other Invoices	\$900.00	\$165.00
Available Invoice Amount	\$1,600.00	\$1,600.00

SECTION 2 - INVOICE ENTRY

ACTIVITY	STATE REIMBURSEMENT	LOCAL CONTRIBUTION
Preliminary Engineering	\$0.00	\$0.00
Final Design Cost	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00
Night-of-way Costs	\$0.00	\$0.00
Construction Cost	\$900.00	\$900.00
Maintenance Materials	\$0.00	\$0.00
TOTAL	\$900.00	\$900.00

ESTIMATED ACTUAL PROJECT COMPLETION STATUS

BUILD PERMIT COMPLETE AS A WHOLE NUMBER (0-100) 10%

SUPPLIER INVOICES

Supplier Invoice Attachments

No Attachments have been uploaded.

< PREVIOUS NEXT >

 Bureau of Maintenance & Operations Pennsylvania 		BOMO Traffic Signal Inventory: GLG-INV-2015-21102-0015 Railroad Payment Made Award Control System Market BOMO System Admin System															
Main Menu: Home > BOMO Traffic Signal Inventory Menu > Green Light: Go Dashboard																	
FACTORY / COUNTY GRANT TO PROJECT TITLE INVOICE STATUS (GLG-INV-2015-21102-0015) 08 - Cumberland County GLG-INV-2015-21102-0015 Drilling - State HP - Local Payment Made																	
Summary Entry HW																	
INVOICE FIELDS/WORDED																	
COMMITMENT NUMBER 0000002054 INVOICE DOCUMENT NUMBER 00INV01837 SAP INVOICE NUMBER PAYMENT METHOD 32 BALA NUMBER 0000000000 SAP VENDOR NUMBER (VENDOR) 000000 PARTNER NUMBER BANK CODE 0000 SAP DOCUMENT HEADER GLG-INV-2015-21102-0015 SAP DOCUMENT NOTES PERIOD BEGIN DATE 4/9/2015 PERIOD END DATE APPROVED SAP PAYMENT AMOUNT \$000.00 LINE ITEM 001 Round 2 Testing																	
<table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>LINE ITEM</th> <th>FUND NUMBER</th> <th>SUBJECT FUND</th> <th>UNEMPLOYED AMOUNT</th> <th>COMMITTED AMOUNT</th> <th>LINE ITEM BALANCE</th> <th>ALLOCATION FOR THIS INVOICE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>Round 2 Testing</td> <td>2107514113</td> <td>2014</td> <td>6,150.00</td> <td>0.00</td> <td>6,150.00</td> </tr> </tbody> </table>				LINE ITEM	FUND NUMBER	SUBJECT FUND	UNEMPLOYED AMOUNT	COMMITTED AMOUNT	LINE ITEM BALANCE	ALLOCATION FOR THIS INVOICE	001	Round 2 Testing	2107514113	2014	6,150.00	0.00	6,150.00
LINE ITEM	FUND NUMBER	SUBJECT FUND	UNEMPLOYED AMOUNT	COMMITTED AMOUNT	LINE ITEM BALANCE	ALLOCATION FOR THIS INVOICE											
001	Round 2 Testing	2107514113	2014	6,150.00	0.00	6,150.00											
 X PAGE 1/2 PAGE 1/2 																	

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee 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. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any 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 grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and 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 Grantee and each subgrantee, contractor and 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 Grantee, any subgrantee, any contractor or any 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 granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit F

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Exhibit

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.

- 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 G

- 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.

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 H

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offer or, 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

Grant Provisions – Right to Know Law

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, 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 Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee 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 Grantee’s or Subgrantee’s possession arising out of this Grant Agreement 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 Grant Agreement.
- d. If Grantee or Subgrantee 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 Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee 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, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

EXHIBIT J

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

g. The Commonwealth will reimburse Grantee or Subgrantee 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. Grantee or Subgrantee 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, Grantee or Subgrantee 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 Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee 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 Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

EXHIBIT Click here to enter text.