

LM 10/28/14
RAM

RESOLUTION #28-2014

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
DAUPHIN COUNTY BOARD OF COMMISSIONERS TO EXECUTE
A BRIDGE INVENTORY AND INSPECTION ACTIVITY
REIMBURSEMENT AGREEMENT**

WHEREAS, Dauphin County is entering into a Bridge Inventory and Inspection Activity Reimbursement Agreement with the Commonwealth of Pennsylvania acting through the Commonwealth's Department of Transportation; and


WHEREAS, a resolution is required under the Federal-Aid Reimbursement Agreement to name the individuals to sign the agreement and attest to the agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF DAUPHIN COUNTY, PENNSYLVANIA THAT:

Commissioner Jeff Haste is authorized to sign the Bridge Inventory and Inspection Activity Reimbursement Agreement on behalf of Dauphin County and that Chad Saylor as Chief Clerk and Chief of Staff is authorized to attest to the Bridge Inventory and Inspection Activity Reimbursement Agreement.


ADOPTED AND RESOLVED, by the Board of Commissioners of Dauphin County, Pennsylvania, in lawful session duly assembled on the 22 day of October, 2014.

ATTEST:



Chad Saylor
Chief Clerk/Chief of Staff

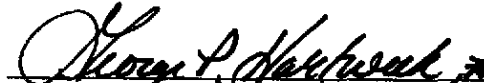
**DAUPHIN COUNTY
BOARD OF COMMISSIONERS**



Jeff Haste, Chairman



Mike Pries, Vice Chairman



George P. Hartwick, III, Secretary

(Seal)

Handwritten scribble or mark.

Handwritten scribble or mark.

Handwritten scribble or mark.

Handwritten scribble or mark.

EFFECTIVE DATE _____
(*DEPARTMENT will insert*)

AGREEMENT NO. : 08A290
FEDERAL ID NO.:23-600-3043
SAP VENDOR No.:139086-014

COUNTY :Dauphin
MUNICIPALITY:Dauphin County
PROGRAM Special Bridge Funds

BRIDGE INVENTORY AND INSPECTION ACTIVITY
REIMBURSEMENT AGREEMENT
For Federal-Aid Highway Projects

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

a n d

the Dauphin County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("LOCAL GOVERNMENT UNIT").

When referred to collectively, the DEPARTMENT and the LOCAL GOVERNMENT UNIT will be referred to as the Parties.

W I T N E S S E T H:

WHEREAS, the Congress of the United States has found it to

be in the national interest to promote through the states a continuing Federal-Aid Highway Program to improve public roads both on and off federal-aid systems within the states, in order to bring these public roads up to standards and thereby enhance the safety and traffic flow on these roads, and has provided funds to be administered in accordance with the provisions of the various federal-aid highway acts and their amendments; and,

WHEREAS, 23 U.S.C. § 151 and the regulations promulgated under its authority at 23 C.F.R. Part 650, Subpart C mandate the establishment of national bridge inspection standards ("NBIS"), including the methods by which the states shall carry out the inspections, the maximum time period between inspections, the qualifications of the personnel, mandatory systematic quality assurance/quality control procedures and required follow-up regarding critical findings, for all highway bridges open to the public, and authorize the provision of federal funds to the states to carry out the NBIS inspection program; and,

WHEREAS, the DEPARTMENT has adopted policies and procedures for the initiation and conduct of bridge inventories and inspections on public roads in compliance with NBIS, pursuant to the requirements set forth by the United States Department of

Transportation Federal Highway Administration ("FHWA"), regulations implementing the provisions of the federal-aid highway acts and amendments hereto, as set forth in the applicable provisions of Title 23 of the United States Code; and,

WHEREAS, the LOCAL GOVERNMENT UNIT has signified its willingness to participate in the project described below in accordance with the terms, conditions, and provisions hereinafter contained in the Agreement.

NOW, THEREFORE, the Parties hereto, for and in consideration of the foregoing premises and the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

1. RECITALS

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

2. INVENTORIES AND INSPECTIONS

a. The LOCAL GOVERNMENT UNIT shall participate in bridge inventories and inspections as specified in the Agreement. The maximum amount of federal funds available for the work to be

performed under this Agreement is Nine Hundred Ninety two Thousand Three Hundred Eleven Dollars and Fifty Eight Cents (\$992,311.58).

b. The work involved shall be in accordance with policies, procedures, and specifications prepared or approved by the DEPARTMENT and the FHWA, which policies, procedures, and specifications shall apply to the LOCAL GOVERNMENT UNIT and its consultants and shall be incorporated into all agreements entered into by them under the terms of this Agreement. These policies, procedures, and specifications are contained in the DEPARTMENT's "Bridge Safety Inspection Manual," designated as Publication 238 (current edition), its supplements, amendments, and updates, incorporated by reference and made part of this Agreement as if physically attached. This Agreement will cover all services or activities performed after the FHWA's approval of the Form 4232; provided further, that the DEPARTMENT must approve all consultant agreements prior to the start of any work, if the work is to be eligible for reimbursement under the terms of this Agreement. Bridges to be inspected or reinspected, inventoried, and load rated under the terms of this Agreement; the political subdivisions that own them (if applicable); and other relevant information regarding the work are listed on Exhibit "A" attached to and made part of this Agreement; and the

work to be performed on these bridges is collectively referred to as the "Project."

c. Where a county is acting as agent for the municipalities whose bridges are listed on Exhibit "A," it assumes responsibility for all work done by its consultant(s) and contractor(s) in connection with this Agreement. The county is responsible for securing from the affected municipalities any required consents or authorizations to serve as their agent.

d. The proportionate shares of costs on this Project and their amounts are as follows:

Total Inventory and Inspection Cost	\$1,240,389.47
Federal Share (80%)	\$992,311.58
Local Share (20%)	\$248,077.89

3. REIMBURSEMENT

a. Subject to the terms and conditions of this Agreement, the DEPARTMENT, from funds allocated for this purpose by the FHWA, and to the extent such funds are first made available by FHWA to the DEPARTMENT, shall reimburse the LOCAL GOVERNMENT UNIT in the amount of eighty percent (80%) of the total allowable Project costs,

estimated to be One Million Two Hundred Forty Thousand Three Hundred Eighty Nine Dollars and Forty Seven Cents (\$1,240,389.47). Accordingly, the amount to be reimbursed to the LOCAL GOVERNMENT UNIT is estimated to be Nine Hundred Ninety Two Thousand Three Hundred Eleven Dollars and Fifty Eight Cents (\$992,311.58).

b. The LOCAL GOVERNMENT UNIT, by executing this Agreement, hereby certifies that it has on hand, or will obtain during the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement and that it, and not the DEPARTMENT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for federal-aid participation and shall bear all such excess costs.

c. For the purpose of reimbursement as indicated in this paragraph, the LOCAL GOVERNMENT UNIT shall submit to the DEPARTMENT certified periodic invoices for the following:

- (1) Allowable costs for work performed by the LOCAL GOVERNMENT UNIT's forces on the Project, or
- (2) Work performed on the Project by the LOCAL GOVERNMENT UNIT's consultant(s) and contractor(s), based on current estimates of the work of the consultant(s) and contractor(s) on the Project.

The DEPARTMENT shall submit these invoices to the FHWA for payment. As FHWA funds are made available, the DEPARTMENT shall reimburse the LOCAL GOVERNMENT UNIT for the proportionate share of the approved charges.

d. The LOCAL GOVERNMENT UNIT shall be responsible for the remaining twenty percent (20%) of all allowable costs incurred on the Project, as well as any and all costs incurred in excess of those eligible for federal-aid participation, including, but not limited to, any and all costs relating to or resulting from unauthorized changes made to the approved procedures and/or specifications, unreasonable time delays and unauthorized extensions of time, interest for late payments or for money borrowed to finance the projects (inasmuch as interest paid by the LOCAL GOVERNMENT UNIT is not federally reimbursable), and all other unforeseen, unauthorized costs and expenses not included in the estimates set forth above in subparagraph a.

e. The DEPARTMENT shall not reimburse any additional or extra work performed or materials furnished, not expressly authorized under this Agreement, unless the DEPARTMENT has first approved such additional or extra work or materials in writing. Any such work done or materials furnished without such written approval first being

given shall be at the LOCAL GOVERNMENT UNIT's own risk, cost, and expense.

f. **Automated Clearing House Provisions.** In accordance with Commonwealth Management Directive 310.30 Amended, issued May 22, 2009, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment, the LOCAL GOVERNMENT UNIT shall comply with the following provisions:

- (1) The DEPARTMENT will make payments to the LOCAL GOVERNMENT UNIT through ACH. Within 10 days of executing this Agreement, the LOCAL GOVERNMENT UNIT must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired, to the Commonwealth'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 Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.

(2) The LOCAL GOVERNMENT UNIT must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the LOCAL GOVERNMENT UNIT to properly apply the state agency's payment to the respective invoice or program.

(3) It is the responsibility of the LOCAL GOVERNMENT UNIT 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.

g. The LOCAL GOVERNMENT UNIT shall submit its final invoices for reimbursement of the items set forth in subparagraph c. to the DEPARTMENT within one (1) year of the completion of the Project. If the LOCAL GOVERNMENT UNIT fails to submit its final invoices within this one- (1-) year period, it may forfeit all remaining federal financial participation in the Project.

4. RECORDS AND AUDIT REQUIREMENTS

a. The LOCAL GOVERNMENT UNIT shall maintain, and it shall require its consultant(s) and contractor(s) to maintain, all books, documents, papers, records, supporting cost proposals, accounting

records, employees' time cards, payroll records, and other evidence pertaining to costs incurred in the Project and shall make such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to FHWA, for inspection and/or audit by the DEPARTMENT, the FHWA, or any other authorized representatives of the state or federal government; and copies shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time shall be kept for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

b. As specified by the Federal Office of Management and Budget, the LOCAL GOVERNMENT UNIT agrees to satisfy the audit requirements contained in the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501 et seq., and, for this purpose, to comply with the current version of the Audit Clause to Be Used in Agreements with Entities Receiving Federal Awards from the Commonwealth, which is attached to and made part of this Agreement as Exhibit "B." As used in the Audit Clause, the term "Subrecipient" means the LOCAL GOVERNMENT UNIT.

5. ABANDONMENT OF PROJECT

If the LOCAL GOVERNMENT UNIT abandons or indefinitely postpones the Project, the LOCAL GOVERNMENT UNIT may terminate this Agreement by sending a thirty- (30-) day written notice of termination to the DEPARTMENT, with the understanding that the FHWA will not participate in any costs of an incomplete bridge inspection, rating, or accompanying report and that the DEPARTMENT must be reimbursed for all costs incurred by it for the Project. Consequently, in that event, the LOCAL GOVERNMENT UNIT shall reimburse the DEPARTMENT, within thirty (30) days of receipt of a statement from the DEPARTMENT, all federal-aid funds received by the LOCAL GOVERNMENT UNIT for work performed on a particular structure but not completed, for refund to the FHWA. If the LOCAL GOVERNMENT UNIT fails to reimburse the DEPARTMENT within this time period, the LOCAL GOVERNMENT UNIT shall be in default pursuant to Paragraph 6 of this Agreement.

6. DEFAULT

If the LOCAL GOVERNMENT UNIT fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of thirty (30) days, the LOCAL GOVERNMENT UNIT authorizes the DEPARTMENT to withhold so much of the LOCAL GOVERNMENT UNIT's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the

DEPARTMENT or the FHWA in full for all costs due under this Agreement; and the LOCAL GOVERNMENT UNIT authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

7. REQUIRED ACTION UPON CRITICAL FINDINGS

a. The LOCAL GOVERNMENT UNIT shall require its inspectors, whether its own staff or inspectors under contract, to adhere to the Department's Publication 238 regarding emergency reporting and notification of critical deficiencies observed or found during any inspection authorized by this Agreement.

b. The LOCAL GOVERNMENT UNIT shall take action to mitigate any critical deficiencies, or perilous or hazardous conditions reported to it as soon as possible, but no later than seven (7) days from receipt of notice of such deficiency.

c. Failure to comply with subparagraphs a. or b. above may be considered a default or abandonment of this Agreement, and the provisions of Paragraphs 5 or 6 shall apply as appropriate. Furthermore, failure to comply with these subparagraphs may result in the loss of federal and state funds.

8. INDEMNIFICATION

The LOCAL GOVERNMENT UNIT shall indemnify, save harmless, and (if requested) defend the Commonwealth of Pennsylvania, the DEPARTMENT, the FHWA, and all of their officers, agents, and employees from all suits, actions, or claims of any character, name, or description, brought for or on account of any injuries or damages received or sustained by any person, persons, or property, arising out of, resulting from, or connected with any work on the Project by the LOCAL GOVERNMENT UNIT and/or the LOCAL GOVERNMENT UNIT's consultant(s) and/or contractor(s) and their officers, agents, and employees, whether the same be due to defective materials, defective workmanship, or neglect in safeguarding the work, or by or on account of any act, omission, neglect, or misconduct of the LOCAL GOVERNMENT UNIT and/or the LOCAL GOVERNMENT UNIT's consultant(s) and/or contractor(s), their officers, agents, and employees, during the performance of the work or thereafter, or to any other cause whatever.

9. FHWA APPROVAL

The Parties fully understand and agree that their respective obligations under this Agreement shall be made contingent upon the approvals, prior to commencement of the work herewith, of the Project's eligibility for participation in federal funds to the extent of the proportionate share specified in Subparagraph 2.d. above; and, if the FHWA does not give such approval, neither of the

Parties shall be further obligated by the terms of this Agreement.

10. TERMINATION PROVISION

Because this Agreement is to be funded either partially or completely by federal funds, the DEPARTMENT may terminate it if federal funds are not provided to the DEPARTMENT for the purpose stated in the Agreement. The DEPARTMENT shall effect such termination by delivery to the LOCAL GOVERNMENT UNIT of a notice of termination specifying the reason for termination and its effective date. The DEPARTMENT shall compensate the LOCAL GOVERNMENT UNIT for bridge inspections, ratings, and reports that were completed by the date of notice of termination or such other date as the notice of termination shall specify.

11. REQUIRED CONTRACT PROVISIONS

The Parties agree, and the LOCAL GOVERNMENT UNIT shall also provide in its contracts for the Project, that all plans, specifications, estimates of costs, bridge safety inspections and associated tasks, acceptance of the work, and procedures in general shall, at all times, conform to all applicable federal and state laws, rules, regulations, orders, and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing, and reporting provisions. The LOCAL GOVERNMENT UNIT shall comply, and shall cause its consultant(s)

and contractor(s) to comply, with the conditions set forth in the current version of the Federal Nondiscrimination and Equal Employment Opportunity Clauses, which are attached to and made part of this Agreement as Exhibit "C."

12. CONTRACTOR INTEGRITY PROVISIONS

The LOCAL GOVERNMENT UNIT shall comply with the current version of the Commonwealth Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit "D."

13. OFFSET PROVISION

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

14. AMERICANS WITH DISABILITIES ACT PROVISIONS

The LOCAL GOVERNMENT UNIT shall comply with the current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit "E."

15. ANTI-LOBBYING REQUIREMENT

Public Law 101-121, Section 319, 31 U.S. Code Section 1352,

prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan, or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. The LOCAL GOVERNMENT UNIT agrees to comply with the Lobbying Certification Form attached to, and made part of, this Agreement as Exhibit "F," which an authorized official of the LOCAL GOVERNMENT UNIT has executed.

16. CONTRACTOR RESPONSIBILITY PROVISIONS

The LOCAL GOVERNMENT UNIT shall comply with the current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit "G."

17. DISADVANTAGED BUSINESS ENTERPRISE REGULATORY COMPLIANCE REQUIREMENTS

The LOCAL GOVERNMENT UNIT shall take the following steps, where applicable, in order to comply with the Disadvantaged Business Enterprise ("DBE") requirements of current federal highway funding authorizations and regulations adopted pursuant thereto:

a. For federally-assisted transportation-related projects, the DEPARTMENT may establish a percentage participation goal. The LOCAL GOVERNMENT UNIT shall work with the DEPARTMENT's Engineering District

Office concerning the necessity of establishing a goal for this Project. If a DBE goal is not applicable, the LOCAL GOVERNMENT UNIT shall comply with the "Disadvantaged Business Enterprise and Small Business Concern Involvement" provision, which is attached to and made part of this Agreement as Exhibit "H." If a goal is established, this goal must be attained by the LOCAL GOVERNMENT UNIT's consultant(s) and contractor(s) or, in the alternative, a showing of good faith effort must be made. Determination of good faith effort shall be made by the LOCAL GOVERNMENT UNIT and is subject to the concurrence of the DEPARTMENT. The LOCAL GOVERNMENT UNIT shall comply with the *DBE Special Requirements-Engineering*, which are attached to and made part of this Agreement as Exhibit "I."

b. All DBE's must be certified by the Pennsylvania Unified Certification Program ("PA UCP") before the bid submission date.

18. REQUIRED DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE PROVISION

a. The LOCAL GOVERNMENT UNIT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The LOCAL GOVERNMENT UNIT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the LOCAL GOVERNMENT UNIT to carry out these requirements

is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the DEPARTMENT deems appropriate.

b. As a recipient of funds from the DEPARTMENT, the LOCAL GOVERNMENT UNIT must include the assurance set forth in subparagraph a. in each contract into which it enters to carry out the Project or activities being funded by this Agreement.

19. ORDINANCES AND RESOLUTIONS

The LOCAL GOVERNMENT UNIT shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.

20. SUCCESSORS AND ASSIGNS

All covenants and obligations of the Parties under this Agreement shall bind their successors and assigns, whether or not expressly assumed by such successors and assigns.

21. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the LOCAL GOVERNMENT UNIT shall comply with, the clause entitled Contract Provisions - Right to Know Law, attached as Exhibit "J" and made a part of this Agreement. As used in this

exhibit, the term "Contractor" refers to the LOCAL GOVERNMENT UNIT.

22. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

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

23. EFFECTIVE DATE

This Agreement will not be effective until it has been executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. This Agreement shall remain in effect until the Project is abandoned or completed, whichever occurs first.

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Muhammad Khan 10-2-14
District Executive DAT

ATTEST:

DAUPHIN COUNTY *
(Name of LOCAL GOVERNMENT UNIT)

[Signature] 10/22/14
Signature DATE
Chief Clerk
Title

BY [Signature] 10/22/14
Signature DATE
Chairman
Title

(SEAL)

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

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE _____
UNDER SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT N/A

BY Michael McLine
for Chief Counsel Date 11/7/2014
[Signature]
BY [Signature]
Deputy General Counsel Date

BY [Signature] 11/13/14
for Comptroller Operations Date

BY [Signature] 11/25/14
Deputy Attorney General Date

* Unless the individuals signing this Agreement on behalf of the LOCAL GOVERNMENT UNIT are authorized to do so by statute or regulation, the LOCAL GOVERNMENT UNIT's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.

Agreement No.08A290 is split 80%, expenditure amount of \$ 992,311.58 for Federal funds and 0%, expenditure amount \$0.00 for State funds. The related Federal assistance program name and number are Bridge Safety Inventory Inspection, NBIS 060 LICE for Local Federal Aid Bridges. The State assistance program name and number are not applicable.

RECEIVED
Office of Attorney General
NOV 19 2014
Legal Review Section

EXHIBIT A
REIMBURSEMENT AGREEMENT
DISTRICT 8-0 LOCAL STRUCTURE INVENTORY
LOCAL BRIDGE INSPECTION PROGRAM: 2015-2019
DAUPHIN COUNTY
LIST OF MUNICIPALITIES PARTICIPATING IN CONTRACT

MUNICIPAL CODE

MUNICIPALITY

101	Susquehanna Township
102	Swatara Township/NSRC
201	Conewago Township
202	Derry Township
203	East Hanover Township
205	Jackson Township
206	Jefferson Township
207	Londonderry Township
208	Lower Paxton Township
211	Middle Paxton Township
215	S. Hanover Township
218	Wayne Township
219	West Hanover Township
301	City of Harrisburg
402	Dauphin Borough
406	Highspire Borough
408	Lykens Borough
409	Middletown Borough
413	Royalton Borough

Exhibit A 1
of 7

District 8-0 Local Bridge Inspection Program Structure Inventory

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat</u>	<u>Curb to Curb</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22 - Dauphin SWATARA TWP															
22710220004001	48289	A	F	6/25/2014	Spring Creek	55	47	42206	A1	34.00	2013	8	8	9	-
CONEWAGO TWP															
22720103034003	14642	A	R	6/12/2013	HOFFER CREEK	15	27	16104	A1	17.10	1958	5	3	5	2
22720105644002	14644	A	R	6/12/2013	CONEWAGO CREEK	15	107	16104	A2	13.90	1946	5	4	6	2
22720105704005	14645	A	R	6/12/2013	TRIB. TO HOFFER CREEK	15	34	16104	A1	15.10	1940	5	3	6	2
DAUPHIN BOROUGH															
22740203014001	14159	A	R	6/11/2013	STONY CREEK	55	50	21920	A1	50.00	1942	5	8	9	0
22740203014002	14158	A	R	6/11/2013	SUSQUEHANNA STREET	51	28	21103	A1	49.20	1942	5	N	9	2
DERRY TOWNSHIP															
22720205884001	14647	P	R	6/17/2014	SPRING CREEK	55	62	86104	A1	23.50	1950	4	3	6	1
22720205945051	14648	A	R	10/10/2013	NORFOLK SOUTHERN	12	143	42206	A2	34.00	1995	6	N	9	0
EAST HANOVER TWP															
22720304674002	14654	P	R	4/8/2014	MANADA CREEK	15	50	16104	A1	14.30	1930	5	5	6	2
22720304694008	47108	A	R	5/1/2013	MANADA CREEK	15	29	31930	A1	26.00	2011	7	5	9	-
22720304714003	14655	P	R	4/8/2014	MANADA CREEK	15	26	16104	A1	19.20	1930	5	4	6	0
22720305154005	14656	A	R	4/18/2013	MANADA CREEK	15	50	42107	A1	27.00	1973	4	8	9	1
22720306014001	47663	A	R	4/16/2013	Bow Creek	15	38	42207	A1	32.00	2012	8	8	9	-
22720306014004	46607	A	R	4/18/2013	Manada Creek	15	147	42406	A2	32.00	2011	7	8	9	-
22720306124009	41990	A	R	5/1/2013	BOW CREEK	15	24	21101	A1	44.00	1968	5	3	9	0
22720306164006	14660	P	R	4/9/2014	MANADA CREEK	15	43	16104	A1	19.10	1973	3	5	6	2
22720306254007	14661	A	R	5/1/2013	BOW CREEK	15	39	42206	A1	24.00	1952	6	5	9	0
DAUPHIN COUNTY															
22720203903001	14646	A	R	6/19/2013	SWATARA CREEK	15	307	42107	A4	28.20	1973	3	8	9	2

Exhibit A 2
of 7

District 8-0 Local Bridge Inspection Program Structure Inventory

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat.</u>	<u>Curve to Curve</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22720304313002	14651	A	R	6/13/2013	MANADA CREEK	15	54	42207	A1	30.00	1980	5	8	9	0
22720304313004	14652	A	R	6/25/2013	BOW CREEK	15	52	42206	A1	28.00	1985	6	8	9	0
22720304613003	14653	A	R	6/25/2013	BOW CREEK	15	50	42207	A1	25.80	1988	6	5	9	0
22720306143006	14659	A	R	6/13/2013	MANADA CREEK	15	40	42207	A1	28.00	1973	6	8	9	0
22720403563008	14662	A	R	8/14/2013	POWELL CREEK	15	58	42107	A1	24.70	1986	5	5	9	0
22720404543011	14663	A	R	8/9/2013	ARMSTRONG CREEK	15	55	42207	A1	22.00	1977	5	5	9	0
22720405513007	14664	A	R	8/14/2013	POWELL CREEK	15	87	42107	A2	25.80	1987	5	5	9	0
22720405513009	14665	A	R	8/14/2013	POWELL CREEK	15	54	42207	A1	26.00	1973	5	8	9	0
22720405633010	40631	A	R	8/9/2013	ARMSTRONG CREEK	15	50	42206	A1	28.00	1998	7	5	9	0
22720505443954	14667	A	R	8/9/2013	ARMSTRONG CREEK	15	36	42207	A1	20.00	1974	6	8	9	0
22720605343012	14669	A	R	7/17/2013	NORTH FORK POWELL CREEK	15	33	42207	A1	22.00	1979	5	5	9	0
22720605513013	14671	A	R	7/17/2013	S.FORK OF POWELL CREEK	15	37	42206	A1	22.00	1950	5	5	9	0
22720703013056	14672	A	R	6/19/2013	CONEWAGO CREEK	15	77	42107	A1	28.80	1985	4	3	9	1
22720704963015	14675	A	R	7/3/2013	IRON RUN	15	43	42207	A1	30.00	1980	7	8	9	0
22720804073058	14680	A	R	6/12/2013	BEAVER CREEK	15	60	42207	A1	31.00	1979	6	8	9	0
22720804313057	14682	A	R	6/12/2013	BEAVER CREEK	15	62	42207	A1	31.00	1980	6	8	9	0
22721006513017	14688	A	R	8/8/2013	MAHANTANGO CREEK	15	129	42207	A2	22.00	1973	5	8	9	0
22721106863022	14691	A	R	6/17/2013	STONEY CREEK	15	68	42206	A1	24.00	1988	5	8	9	0
22721204743027	14693	C	R	8/8/2013	MAHANTANGO CREEK	15	168	19118	C2	14.10	1900	1	4	1	1
22721205563025	39971	A	R	7/22/2013	LITTLE WICONISCO CR	15	25	42206	A1	28.00	1987	6	5	9	0
22721206313024	14694	A	R	7/22/2013	LITTLE WICONISCO CREEK	15	24	42206	A1	28.40	1986	6	5	6	0
22721206373026	14695	A	R	8/8/2013	MAHANTANGO CREEK	15	121	42207	A2	22.80	1973	6	8	9	0
22721305473028	14696	A	R	8/9/2013	POWELL CREEK	15	73	42206	A1	24.00	1993	6	5	9	0
22721503733029	14697	A	R	6/6/2013	BEAVER CREEK	15	62	42207	A1	28.80	1981	5	8	9	0
22721503753030	14698	A	R	6/6/2013	BEAVER CREEK	15	71	42206	A1	28.00	1954	5	4	9	0
22721503753031	14699	A	R	6/6/2013	BEAVER CREEK	15	105	42206	A2	28.00	1984	5	8	9	0
22721504223122	46054	A	R	8/16/2013	Swatara Creek	55	374	42404	A4	28.00	2010	7	8	9	0
22721506903032	14702	C	R	6/17/2014	SWATARA CREEK	15	313	29920	A4	17.80	1910	3	3	9	1

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District 8-0 Local Bridge Inspection Program Structure Inventory

<u>BMS ID</u>	<u>BRKEY A</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat</u>	<u>Curb to Curb</u>	<u>Y B E</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22721604603034	14703	A	R	7/22/2013	WICONISCO CREEK	15	86	42207	A2	20.00	1974	5	8	9	0
22721604603037	14704	A	R	7/22/2013	LITTLE WICONISCO CREEK	15	33	42207	A1	22.00	1982	5	8	9	0
22721604663035	14705	A	R	8/6/2013	WICONISCO CREEK	15	113	42407	A2	24.30	1990	6	8	9	0
22721604823038	14707	A	R	8/8/2013	MAHANTANGO CREEK	15	137	42207	A2	22.00	1973	5	8	9	0
22721704623040	14708	A	R	8/6/2013	WICONISCO CREEK	15	83	42207	A2	29.00	1973	6	8	9	0
22721704643039	14709	A	R	8/6/2013	WICONISCO CREEK	15	77	42207	A1	24.80	1990	7	8	9	0
22721705853045	14710	A	R	6/21/2013	WICONISCO CREEK	15	89	42207	A2	28.90	1973	5	8	9	1
22721705953042	45499	A	R	7/15/2013	Wiconisco Creek	15	82	42206	A2	27.00	2009	7	8	9	0
22721706173044	14713	A	R	7/15/2013	WICONISCO CREEK	15	72	42206	A1	28.00	1971	7	5	9	0
22721706243043	14714	A	R	7/15/2013	WICONISCO CREEK	15	100	42207	A2	24.00	1990	6	8	9	0
22721804463047	14715	A	R	7/17/2013	POWELL CREEK	15	48	42206	A1	28.00	1999	6	5	5	0
22721804483046	14716	A	R	7/26/2013	POWELL CREEK	15	50	42207	A1	22.00	1974	6	8	9	0
22721804523048	14717	A	R	7/17/2013	POWELL CREEK	15	41	42207	A1	22.00	1980	6	8	9	0
22722005513049	14721	A	R	6/21/2013	WICONISCO CREEK	55	59	42207	A1	30.00	1982	6	8	9	0
22722005973051	14722	A	R	7/26/2013	WICONISCO CREEK	15	72	42207	A1	28.00	1974	5	8	9	0
22722007073050	14723	A	R	6/21/2013	WICONISCO CREEK	55	62	42206	A1	28.00	1998	5	4	9	0
22722106013052	14724	A	R	7/26/2013	WICONISCO CREEK	15	67	42107	A1	28.80	1987	4	3	9	1
22722106053053	14725	A	R	7/26/2013	WICONISCO CREEK	15	66	42207	A1	26.00	1980	5	8	9	0
22730140003059	14559	A	R	8/16/2013	PAXTON CREEK	55	38	21920	A1	44.30	1940	6	8	9	2
22730140003060	14515	A	R	8/16/2013	PAXTON CREEK	55	41	21103	A1	52.50	1930	5	7	9	0
22740920003954	14751	A	R	7/3/2013	SWATARA CREEK	55	263	42206	A3	28.00	1977	6	8	9	0
22740940003014	14752	A	R	7/3/2013	SWATARA CREEK	55	278	42406	A3	28.00	1992	6	5	9	0
CITY OF HARRISBURG															
22730140004006	14731	A	R	9/27/2013	SPRING CREEK	55	72	21101	A1	36.00	1969	5	5	9	0
22730140004007	14732	C	R	9/9/2013	PAXTON CREEK	55	27	21920	A1	32.30	1998	6	7	9	0
22730140004009	14733	C	R	9/9/2013	PAXTON CREEK	15	27	21101	A1	9.20	1930	5	7	9	2
22730140004010	14734	A	R	4/9/2013	PAXTON CREEK	55	56	69920	A1	52.00	1990	5	4	9	0

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District 8-0 Local Bridge Inspection Program Structure Inventory

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat.</u>	<u>Curb to Curb</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22730140004012	14736	A	R	9/20/2013	PAXTON CREEK	15	26	21101	A1	15.60	1940	4	7	9	1
22730140004013	14737	A	R	9/20/2013	PAXTON CREEK	55	29	42107	A1	18.00	1960	4	7	9	1
22730140004015	14738	A	R	9/27/2013	PAXTON CREEK	55	50	42206	A1	24.00	1919	6	7	9	0
22730140004016	14739	A	R	9/27/2013	PAXTON CREEK	55	37	21899	D1	79.60	1940	4	7	9	1
22730140004017	14740	A	R	9/27/2013	PAXTON CREEK	55	29	21920	A1	32.90	1920	6	7	9	0
22730140004019	14741	A	R	9/9/2013	JONESTOWN ROAD HARRISBUR	11	26	21920	A1	18.20	1914	4	N	9	1
22730140004020	14742	A	R	9/9/2013	PAXTON CREEK	55	32	21103	A1	40.00	1982	5	7	9	0
22730140004021	14743	A	R	9/20/2013	S 10TH ST PAXTON CREEK	56	584	21920	A4	22.30	1910	6	7	9	2
22730140004024	14744	A	R	9/20/2013	PAXTON CREEK	15	74	42207	A1	45.10	1987	6	8	9	0
22730140005023	14745	A	R	9/5/2013	AMTRAK & NSRC	52	274	17404	A3	30.00	1977	5	N	5	0
22730140135022	14746	A	R	10/14/2013	NORFOLK SOUTHERN	52	132	17204	A2	42.20	1985	5	N	5	1
22730140175014	14747	A	R	10/14/2013	NORFOLK SOUTHERN	52	86	42207	A2	42.20	1970	5	N	9	0
HIGHSPIRE BORO															
22740620004002	14749	A	R	7/30/2013	BURD RUN	15	26	21101	A1	16.80	1978	7	5	9	0
JACKSON TOWNSHIP															
22720505464001	14668	A	R	5/2/2013	ARMSTRONG CREEK	15	23	42107	A1	24.80	1975	4	3	9	1
JEFFERSON TOWNSHIP															
22720605354001	14670	P	R	5/22/2014	N FORK POWELL CREEK	15	29	16104	A1	24.00	1976	3	3	6	1
LONDONDERRY TWP.															
22720703034001	14673	A	R	6/12/2013	LYNCH RUN	15	23	31931	A1	0.00	1982	6	8	9	0
22720704965051	14674	A	R	9/5/2013	AMTRAK	12	66	42206	A1	16.00	1986	7	N	9	2
22720704984002	14676	P	R	6/27/2014	IRON RUN	15	43	86204	A1	15.70	1910	5	5	9	0
LOWER PAXTON TWP															
22720803024003	14678	A	R	5/21/2013	TRIB. PAXTON CREEK	15	26	21101	A1	30.20	1960	5	3	9	0
22720803924007	14679	A	R	5/14/2013	SPRING CR-	15	26	42206	A1	28.00	1996	6	8	9	0

District 8-0 Local Bridge Inspection Program Structure Inventory

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>TYD Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat</u>	<u>Curb to Curb</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22720804074009	14681	P	R	5/22/2014	TRIB TO BEAVER CREEK	15	23	21103	A1	23.60	1950	4	5	9	1
22720804324001	14683	A	R	5/16/2013	PAXTON CREEK	55	36	21803	A1	35.00	1950	5	5	9	0
22720804954002	14684	A	R	5/16/2013	TRIB PAXTON CREEK	15	29	21101	A1	20.00	1950	5	3	9	0
22720805014004	14685	A	R	5/21/2013	TRIB PAXTON CREEK	15	24	21103	A1	24.00	1930	5	8	9	0
22720806014010	14686	P	R	5/23/2014	BEAVER CRK	15	59	21103	A1	23.60	1925	3	5	9	1
LYKENS BOROUGH															
22740840004001	14750	P	R	5/22/2014	RATTLING CREEK	55	84	42107	A2	24.00	1981	3	5	9	1
MIDDLE PAXTON															
22721103044002	42016	A	R	5/14/2013	CLARK CREEK TRIBUTARY	15	79	42206	A1	36.00	1999	7	8	9	0
22721103044003	42017	A	R	5/14/2013	CLARK CREEK	15	86	42206	A2	38.00	1999	7	5	9	0
22721105094001	14690	P	R	6/17/2014	FISHING CREEK	15	60	19114	B1	15.50	1940	4	4	1	2
MIDDLETOWN BORO															
22740940005051	14753	A	R	9/5/2013	AMTRAKNSRC	52	127	42206	A2	30.00	1996	6	N	9	0
ROYALTON BORO															
22741340005051	45977	A	R	9/5/2013	Amtrak	12	85	16204	A2	24.00	2010	7	N	9	0
S. HANOVER TWP.															
22721504254001	14701	A	R	6/12/2013	MANADA CREEK	15	68	42206	A1	28.00	1995	7	8	9	0
SUSQUEHANNA TWP															
22710103184036	14628	A	R	5/10/2013	TRIB TO PAXTON CREEK	15	44	21101	A1	31.50	1987	7	5	9	0
22710104314013	14630	A	R	10/15/2013	PAXTON CREEK	15	44	42207	A1	30.40	1984	3	5	9	1
22710104314027	14631	A	R	5/10/2013	PAXTON CREEK	15	52	42206	A1	32.00	1987	4	3	9	1
22710140004001	48278	A	F	6/25/2014	Slotznick Run	15	22	31930	A1	30.00	2013	8	8	9	-
SWATARA TWP/NSRC															
22710207705631	14632	A	R	10/14/2013	NORFOLK STRN. RUTHRFORD	52	45	42207	A1	30.00	1985	5	N	9	0

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District 8-0 Local Bridge Inspection Program Structure Inventory

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat.</u>	<u>Curb to Curb</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22710207705632	14633	A	R	10/14/2013	NORFOLK SOUTHERN	52	396	42204	A4	30.00	1985	4	N	9	1
22710207705633	14634	A	R	10/14/2013	NORFOLK SOUTHERN	52	45	42207	A1	30.00	1985	5	N	9	0
WAYNE TWP															
22721805364002	42319	A	R	5/2/2013	POWELL CREEK	15	39	21931	A1	23.00	2004	6	8	9	0
22721805384003	14719	A	R	5/2/2013	POWELL CREEK	15	33	42107	A1	25.90	1975	4	3	9	1
22721805514001	14720	A	R	5/2/2013	POWELL CREEK	15	58	42206	A1	28.00	1991	7	5	9	0
West Hanover Twp															
22721905154003	46606	A	R	7/19/2013	Walnut Run	15	20	79932	A1	24.00	2010	7	3	9	0
22721905264002	45460	A	R	7/19/2013	Walnut Run	15	31	32206	A1	28.00	2004	7	8	9	-
22721905884001	45461	A	R	7/19/2013	Tributary to Beaver Cree	15	29	31932	A1	49.00	2000	7	5	9	-
County Total															117

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**AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS
RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

SINGLE AUDIT REPORT REQUIREMENTS.

The [NAME OF SUBRECIPIENT] must comply with all federal and state audit requirements including: *The Single Audit Act Amendments of 1996; Office of Management and Budget, Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, (OMB Circular A-133) as amended;* and any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the [NAME OF SUBRECIPIENT] is required to have an audit made in accordance with the provisions of *OMB Circular A-133*.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year **under one federal program**, received either directly from the federal government or indirectly from a recipient of federal funds, the [NAME OF SUBRECIPIENT] can submit a program-specific audit in lieu of a single audit in accordance with the provisions of *OMB Circular A-133*.

If the [NAME OF SUBRECIPIENT] expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *OMB Circular A-133*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *OMB Circular A-133*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Office of the Budget, Office of Comptroller Operations, Bureau of Audits.

COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE.

The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the commonwealth, which shall include:

1. Auditor's reports

- a.** Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated accounting principles.
- b.** Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which expresses an opinion on whether the SEFA is presented fairly in all material respects in relation to the financial statements taken as a whole. This report can be issued separately or combined with the independent auditor's report on the financial statements.
- c.** Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- d.** Report on compliance for each major program and report on internal control over compliance.
- e.** Schedule of findings and questioned costs.

2. Financial statements and notes to the financial statements

3. SEFA and notes to the SEFA

- a.** All single audit reporting packages must contain a SEFA prepared by the subrecipient, not the subrecipient's auditor. In accordance with §____.310(b) of *OMB Circular A-133*, all SEFAs, at a minimum, shall:
 - (1)** List individual federal programs by federal agency. For federal programs included in a cluster of programs, list individual programs within a cluster of programs. For research and development (R&D), the total federal awards expended shall be shown either by individual award or by federal agency and major subdivision within the federal agency;
 - (2)** For federal awards received as a subrecipient, include the name of the pass-through entity and the identifying number assigned by the pass-through entity;
 - (3)** Provide the total federal awards expended for each individual federal program and the CFDA number or other identifying number when the CFDA information is not available;

- (4)** Include notes that describe the significant accounting policies used in preparing the SEFA;
 - (5)** For federal awards received as a pass-through entity, identify, to the extent practical, the total amount provided to subrecipients from each federal program;
 - (6)** Include, in either the SEFA or a note to the SEFA, the value of federal awards expended in the form of noncash assistance, the amount of insurance in effect during the year, and loans or loan guarantees outstanding at year end.
- b.** In addition to the requirements of *OMB Circular A-133*, single audit reporting packages containing federal funding passed through a commonwealth agency must include the following components in the SEFA as required by the pass through agency:
- (1)** A breakdown of federal funds passed through the commonwealth, by federal grantor, CFDA number, CFDA name and state program name (if different from CFDA name), state program year, and state contract number (if applicable);
 - (2)** Contract period beginning and ending dates for federal funds passed through each commonwealth agency, by contract;
 - (3)** Program or award amount for each commonwealth agency, by contract;
 - (4)** Total received during the year for each commonwealth agency, by contract;
 - (5)** Accrued or deferred revenue at the beginning of the year for each commonwealth agency, by contract;
 - (6)** Revenue recognized during the year for each commonwealth agency, by contract;
 - (7)** Accrued or deferred revenue at the end of the year for each commonwealth agency, by contract.
- 4.** Schedule of Findings and Questioned Costs
 - 5.** Summary schedule of prior audit findings
 - 6.** Corrective action plan (if applicable)
 - 7.** Data collection form
 - 8.** Management letter (if applicable)

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *OMB Circular A-133*.

SUBMISSION OF THE AUDIT REPORT

The Office of the Budget, Office of Comptroller Operations, Bureau of Audits accepts **only** electronic submissions of single audit/program-specific audit reporting packages. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>).

AUDIT OVERSIGHT PROVISIONS.

The [NAME OF SUBRECIPIENT] is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the [NAME OF SUBRECIPIENT]'s auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the [NAME OF SUBRECIPIENT].

Audit documentation and audit reports must be retained by the [NAME OF SUBRECIPIENT]'s auditor for a minimum of five years from the date of issuance of the audit report, unless the [NAME OF SUBRECIPIENT]'s auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the Government Accountability Office.

**FEDERAL NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
(All Federal Aid Contracts)* (1-76)**

1. **Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractor's commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
 - b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract

Exhibit "C"

Page 1 of 2

covers a program set forth in the Regulations.

- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department or enter into such litigation to protect the interest of the State, and , in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

*Not to be used if otherwise included in Construction or Appalachian Contract Provisions.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the

Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
- a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;

- (2) attempting to obtain; or
- (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside

of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the

Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

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.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

January 29, 2001

Disadvantaged Business Enterprise & Small Business Concern Involvement

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises and small business concerns to compete for work. Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business regulations implementing it at 13 C.F.R. Part 21. Contractors are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement in the proposal/project.

DBE Special Requirements—Engineering

The engineer shall attain the Disadvantaged Business Enterprise goal that applies to the total cost of the agreement and all supplements thereto, or in the alternative a showing of good faith effort by the engineer shall be made. Documentation of good faith effort shall be made by the engineer and subject to the concurrence of the Department.

The following is a list of types of actions that should be considered as part of the engineer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The engineer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The engineer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the engineer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A engineer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for an engineer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime to perform the work of a contract with its own organization does not relieve the engineer of the responsibility to make good faith efforts. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the firm's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or firm.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall

hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 –
GRANTEE INFORMATION**

1. Registration and Identification Information

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

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

2. Primary Location

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

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

3. Compensation of Officers

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

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

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

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

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

10/20/14

Agreement Routing Sheet

Type of Agreement **REIMBURSEMENT**
 Agreement Number **08A290**
 Party **DAUPHIN COUNTY**
 City **DAUPHIN COUNTY**
 County **DAUPHIN**
 Form Number **NONE**
 Federal ID Number **236003043**
 Amount **1240389.47**
 SAP Vendor Number **139086**
 Excess Land Number

2014 DEC -5 PM 3:15
COMPTROLLER'S OFFICE

PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

EXECUTION PROCESS	RECEIVED	RETURNED
District Executive For Review and Signature Engineering District <i>fu</i>	<i>HRP</i> <i>11/03/14</i>	<i>HRP</i> <i>11/03/14</i>
Center for Program Development & Management For Review and Approval Keystone Building, 6 th Floor	<i>Elp</i> <i>11-5-14</i>	<i>Elp</i> <i>11-5-14</i>
Office of Chief Counsel For Final Approval <i>sch/11/11/14</i> <i>mrd</i> Keystone Building, 9 th Floor <i>11/7/14</i>	<i>11/7/14</i>	<i>11/10/14</i>
Office of the Comptroller For Audit and Approval <input checked="" type="checkbox"/> -APPROVED <i>RZ</i> Forum Place, 9 th Floor <input type="checkbox"/> -REJECTED	<i>11/12/14</i>	<i>11/13/14</i> <i>11/17/14</i>
Office of General Counsel For Review and Approval Harristown II, 333 Market Street, 17 th Floor	<i>11/17/14</i>	<i>12/18/14</i>
Office of Chief Counsel For Logging Commonwealth Keystone Building, 9 th Floor	<i>11/18/14</i>	<i>11/19/14</i>
Office of the Attorney General For Review and Approval Strawberry Square, 15 th Floor		<i>11/25/14</i>
Office of Chief Counsel For Date/Final Logging Keystone Building, 9 th Floor	<i>12/2/14</i>	<i>12/2/14</i>

DISTRIBUTION (1 copy each):

Copy to Contractor

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to RA-ContractsCorresp@pa.gov Include name of party and agreement number in the subject line.

SUN FEB -2 PM 3 12

WATER TOWER

(This address can also be located in the Outlook directory by searching for
OB, Contracts Correspondence)

Original to: Engineering District 8
Attention: SANDEEP JAMMU
Telephone: 717-783-3752

Commonwealth of Pennsylvania
Department of Transportation

NOV 06 2014

Office of Chief Counsel

Commonwealth of Pennsylvania
Department of Transportation

NOV 04 2014

Office of Chief Counsel

Number 08A290
MySAP Number 139086
EIN/FID 236003043
Contractor DAUPHIN COUNTY
City DAUPHIN COUNTY
County Dauphin
Amount \$1,240,389.47
Sent to Vendor

SPC Type
Org
Competition

Sole Source
Sole Source Category

Agreement Type Reimbursement
Category
Sub Category

Description Bridge Inventory and Inspection Activity Reimbursement
Agreement for Federal-Aid Highway Projects

Effective
Terminate

DOT Contact

Name SANDEEP JAMMU
Phone Number (717)783-3752
Email Address SJAMMU@PA.GOV

Current Modifier Patricia Smith
Form Number NONE
Received OCC
Attorney
Returned for

Approval/Forwarded to Dates

Deputy Secretary
OGC
Comptroller
AG
Comment
Final Bur/Dist
SPC/SBC Approved

Modification History

11/3/2014-Patricia Smith