



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

October 9, 2024

Mr. Andrew Bomberger, AICP
320 Market Street, Suite 301E
Harrisburg, PA 17101

Re: Planning Open End Agreement C920001368
Time Extension and Budget Capacity Increase

Dear Mr. Andrew Bomberger:

Per the terms of the subject agreement, the Department is seeking to amend said agreement by changing the expiration set forth in the Original Agreement, Section 1, subpart A from June 30, 2028, to June 30, 2031. Additionally, the Department is amending the terms by increasing the budget capacity set forth in the Section 1, subpart D from \$20,000,000 to \$33,000,000. This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above referenced agreement. Please attach a resolution verifying your authorization to sign this amendment in the eGrants Electronic Single Application (ESA). If you agree to the amendment, please sign and date were indicated in the ESA.

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until all required signatures are affixed to the e-signature page which will be attached below.

Sincerely,

[Signature affixed electronically – see last page]

Kristin A. Mulkerin
Deputy Secretary for Planning

Mr. Andrew Bomberger, AICP

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FOR DEPARTMENT USE ONLY

Encumbrance Information:

Approved for Form and Legality:

[Signature affixed electronically – see last page]

Office of Chief Counsel

Date

[Signature affixed electronically – see last page]

Comptroller

Contract No. **C920001368-A**, is split 80%, expenditure amount of \$26,400,000 for federal funds and 10%, expenditure amount of \$3,300,000 for state funds, and 10% expenditure amount of \$3,300,000 for local cash match funds. The related federal assistance program name and number 20.205/Highway Planning and Construction and 20.505/FTA Tech Studies Grant. The state program name and SAP fund is 581/Highway and Safety Improvements. This paragraph does not affect the costs to the GRANTEE. In the event this paragraph is altered, in particular, work orders to reflect changes in program names or numbers, the work order shall provide a paragraph cataloguing this type of information.

AGREEMENT NO.: C920001368
FEDERAL ID NO.: 231632331
SAP VENDOR NO.: 118938

MASTER GRANT AGREEMENT

THIS MASTER GRANT AGREEMENT (“Agreement”), is made by and between the Commonwealth of Pennsylvania, acting through the DEPARTMENT OF TRANSPORTATION (“PennDOT”),

a n d

CUMBERLAND, DAUPHIN, AND PERRY COUNTIES acting through its TRI-COUNTY REGIONAL PLANNING COMMISSION (“Grantee”), its successors or assigns, a non-profit-making organization and/or political subdivision, acting through its proper officials, covering services in the field of transportation planning and/or programming for the HARRISBURG AREA METROPOLITAN PLANNING ORGANIZATION.

BACKGROUND

Transportation of people and goods is vital to the economic and social well-being of the Commonwealth of Pennsylvania.

The general purpose of local governments of the area served by the Grantee; the Commonwealth of Pennsylvania; and local, regional, state, and federal agencies have a strong common interest in coordinating and cooperating in performing transportation planning to meet local, regional, state, and federal goals and objectives.

The transportation, air quality, environmental resource consumption, social equity, land use, urban growth, economic development, safety and security activities of public and private agencies within the area are of such magnitude and complexity and of such potential degrees of mutual impact, as to make necessary a formal, coordinated, comprehensive and continuing transportation planning process carried on cooperatively by local governments and agencies and the state.

Title 23 of the United States Code requires such a transportation planning and/or programming process.

Grantee is either a Metropolitan Planning Organization (“MPO”) or a Rural Planning Organization (RPO) as defined in Title 23 and/or Title 49 of the United States Code, or an independent county or a Transportation Management Association (“TMA”) that receives grants under the Congestion Mitigation and Air Quality Improvement Program pursuant to Title 23 of the United States Code and relevant Federal Highway Administration (“FHWA”) policies.

Grantee’s purpose is to act as an appropriate and effective forum to address comprehensive transportation planning and to promote cooperative transportation decision-making within their respective jurisdiction by local governments and local, regional, and state transportation agencies.

Pursuant to federal regulations, Grantee has been designated as the entity responsible for developing and carrying out the transportation planning process specified in Title 23 and/or Title 49 of the United States Code for the area within its jurisdiction.

It is the purpose of this Agreement to provide funding for transportation planning and/or programming to be performed by Grantee pursuant to the terms and conditions set forth herein.

The parties agree, with the intention of being legally bound, as follows:

1. General Provisions

- A. Time of Performance. The terms of this Agreement shall begin July 1, 2022 and terminate on June 30, 2028. This term may be extended by letter amendment, signed by the authorized representatives of the Grantee and PennDOT, for single or multi-year extensions, but in no event shall this Agreement continue past June 30, 2032.
- B. Effective Date of Agreement. This Agreement and the authorizations granted in it shall be effective only after full execution and approval by all necessary Commonwealth officials as required by law. Following full execution,

PennDOT will insert the effective date on the e-signature page which will be attached below. The authorizations granted by this Agreement shall be further contingent upon written approval of the FHWA and Federal Transit Administration (“FTA”), if necessary.

- C. Agreement Monitoring. PennDOT has the right to review and inspect all study activities. PennDOT and United States Department of Transportation (“USDOT”), in funding the Grantee’s planning activities, are governed by federal and state laws, regulations, and policies, which are set forth in various laws, regulations and rules. To ensure the Grantee’s conformance with such federal and state laws regulations and policies, PennDOT, FHWA, and FTA shall monitor the Grantee’s work program, proposals, and work in progress through periodic meetings. PennDOT shall have the prerogative of asking that work on any task be halted if, during the monitoring process, it appears that the work on it is inconsistent with federal and/or state laws, regulations, or policies. In such event, the Executive Director of the Grantee shall halt staff work on the task until outstanding issues are resolved.
- D. Agreement Amendment. During the existence of this Agreement, PennDOT agrees to pay the Grantee the actual costs incurred for the work outlined in Exhibit 1 to each Work Order issued pursuant to this Agreement. It is understood that total actual costs shall include salary and fringe benefit costs, other direct costs, and overhead costs. Total costs pursuant to this Agreement shall not exceed Twenty Million dollars (\$20,000,000.00). Any increase or decrease to the total cost of this Agreement shall be processed by letter of amendment. A letter of amendment shall not be effective until signed and dated by duly authorized representatives of the Grantee, PennDOT, the Office of Chief Counsel, and the Office of the Comptroller. A sample letter of amendment is attached hereto as **Exhibit A**.
- E. Standard Provisions. PennDOT may update standard Commonwealth provisions (“Standard Provisions”) in the Agreement by letter of amendment

as detailed in subsection (D) above, which will have the effect of updating all Work Orders. For the purposes of this subsection, Standard Provisions consist of those provisions, exhibits or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to: Americans with Disabilities Act; Right-to-Know Law; Contractor Integrity; Contractor Responsibility; Offset; Federal Nondiscrimination; Disadvantaged Business Enterprise Requirements for Planning Partners; Disadvantaged Business Enterprise Assurance; Lobbying; Title VI Assurances and Federal Audit Requirements.

- F. Other Changes. All other changes to terms and conditions of this Agreement, with the exception of Sections 1, 3, and 27, must be in a form of a fully executed amendment to the Agreement signed by the same entities that executed this Agreement.
- G. Termination of Agreement. PennDOT shall have the right to terminate this Agreement at any time upon thirty (30) calendar days' written notice to the Grantee in the event the study is to be abandoned for any reason, indefinitely postponed, or if Grantee becomes unable to perform the work. The Grantee shall be compensated for the actual cost of services satisfactorily rendered up to the date of termination specified in the notice.

Furthermore, PennDOT shall have the right to terminate Grantee's services immediately when, in the judgment of PennDOT, such services are unsatisfactory, the Grantee has failed to abide in all respects by the conditions of this Agreement, or for the convenience of PennDOT if PennDOT determines termination to be in the best interest. In such event the Grantee shall be paid as hereinabove set forth. PennDOT may terminate this Agreement at any time if the funds for its purposes are unavailable.

2. Scope of Services

The Work Order's Scope of Services is also known as the Unified Planning Work Program ("UPWP") and the Transportation Management Association Work Program (TMAWP). The UPWP or TMAWP will be attached as Exhibit 1 and made part of each Work Order issued pursuant to this Agreement. The work items to be performed by Grantee shall include the scope of work set forth in Exhibit 1 to each work order. The scope of work identified in each work order and UPWP update will be consistent with the generic scope of work attached as **Exhibit B** to this Agreement.

3. Work Order Provisions

The Grantee shall develop and submit for PennDOT approval a UPWP or a TMAWP identifying services in the field of transportation planning and/or programming work items to be performed by the Grantee. The Grantee is required to submit the following materials in support of the proposed work order: Scope of Services (Exhibit 1), Purchase of Services Register (Exhibit 2), and Staff Salary Schedule (Exhibit 3) prepared in accordance with referenced guidance. The scope of services and designated cost materials cover a two-year period, to be updated every two years.

- A. Approval Procedures. The Grantee shall submit biennial Work Program updates to PennDOT, which shall determine the projects and costs designated for the program period. If PennDOT concurs with the scope and cost of the work and services set forth in the biennial update, a Work Order will be prepared and forwarded to the Grantee for approval. The Work Order will be signed by the authorized representatives of the Grantee, PennDOT, and the Comptroller's Office. Following execution of the Work Order, PennDOT shall give the Grantee a written Notice to Proceed. A sample Work Order is attached hereto as **Exhibit C-1**.
- B. Notice To Proceed (NTP). Upon receipt of PennDOT's written NTP for each Work Order, the Grantee may begin to incur costs for reimbursement for work performed in accordance with such Work Order. No expenditures incurred prior to the date of PennDOT's NTP are eligible for reimbursement.

- C. Work Order Amendment (WOA). Any changes to an existing Work Order, including, but not limited to, increases, or decreases in funding or changes in scope that effect the funding of a Work Order, shall be made by a WOA. The WOA shall not take effect until it has been signed by the authorized representatives of the Grantee, PennDOT and the Comptroller's Office. A sample WOA is attached hereto as **Exhibit C-2**.
- D. Letter Adjustment. Minor changes in scope that do not affect the total funding for a Work Order, or any extensions of time for a Work Order shall be effected by Letter Adjustment signed by the Grantee and the Department. A copy of such letter adjustment shall be provided to the Department's Comptroller. A sample letter adjustment is attached hereto as **Exhibit D**.
- E. No new Work Orders will be executed during the six (6) months prior to this Agreement's expiration date but amendments to existing Work Orders may be executed during the last six (6) months of the Agreement period.

4. **Cost Provisions**

- A. Purchase of Services Register (PSR). The PSR shall be attached and made part of each Work Order as Work Order Exhibit 2. The PSR identified in each work order and UPWP or the TMAWP update will be consistent with the sample PSR attached as **Exhibit E** to this Agreement.
- B. Subcontracting and Specialized Services. The Grantee agrees that it shall perform work with its organization of not less than fifty (50%) percent of the total Agreement amount with the exception of specialized services. It is understood and agreed that the subcontracting and specialized services will be listed as line items in the PSR.
 - i. The Grantee's standard purchasing documents shall be utilized for these subcontracts and specialized services.

- ii. Any additional subcontracting or specialized services not included as line items in the PSR shall be subject to the prior written approval of PennDOT and, as appropriate, FHWA/FTA.
 - iii. Any subcontract must also contain a provision that the subcontract may be terminated by the Grantee if the Grantee's contract is terminated by PennDOT for any reason.
- C. Staff Salary Schedule (SSS). The Staff Salary Schedule shall be attached and made part of each Work Order as Work Order Exhibit 3. The SSS identified in each work order and UPWP or the TMAWP update will be consistent with the sample schedule attached as **Exhibit F** to this Agreement.
- i. Overhead. Overhead applied to direct salary shall be computed on the provisional rate used in preparing the Grantee's budget for its UPWP or the TMAWP, attached to each Work Order as Exhibit 1, and/or the rate used in preparing the Grantee's Staff Salary Schedule, Exhibit 3. Final determination of the actual overhead amount shall be based on an audit to be performed subsequent to the completion of this Agreement.
 - ii. Changes in Staff or Pay Rates. It is understood and agreed that, prior to any invoicing, the Grantee shall apprise PennDOT in its monthly or quarterly progress/expenditure reports, as applicable, referenced in Section 7, Reports, of this Agreement, of any staff additions or deletions or pay rate increases or decreases that are applied or anticipated by the Grantee for that invoicing period. If the Grantee does not provide prior notification to PennDOT, the Grantee shall prepare invoices in accordance with the rates contained in the Staff Salary Schedule.
- D. Actual Costs. During the existence of this Agreement, PennDOT agrees to pay the Grantee the actual costs incurred for the work outlined in Exhibit 1 to each Work Order issued pursuant to this Agreement. It is understood that total actual costs shall include salary and fringe benefit costs, other direct costs, and

overhead costs. No expenditures incurred prior to the date of PennDOT's NTP are eligible for reimbursement.

- E. Statement of Expenditures (Invoice). PennDOT shall reimburse the Grantee for costs incurred on a monthly/quarterly basis upon receipt of a certified, detailed statement of actual monthly/quarterly expenditures, to be submitted by the 30th of the month following each month or quarter, in a format prescribed by PennDOT, upon satisfactory completion of the work identified in each Work Order's Exhibit 1.
- F. Travel and Subsistence Allowance. As outlined in the Commonwealth's Management Directive 230.10, as amended from time to time, the Grantee agrees to adhere to: the policies and procedures for travel, available at <https://www.oa.pa.gov/Policies/md/Documents/230-10.pdf> and <https://www.oa.pa.gov/Policies/Documents/m230-1.pdf>; use of personal vehicles and the related record keeping; and the U.S. General Services Administration mileage reimbursement rates, attached as **Exhibit G** to this Agreement. Additionally, prior approval must be procured from PennDOT for any out-of-state travel to be paid out of Agreement funds.
- G. All expenditures of PennDOT and federal funds shall be made in accordance with the procedures and requirements of the Commonwealth of Pennsylvania and USDOT. Any expenditures not so made shall be disallowed and that amount refunded to the DEPARTMENT or USDOT as appropriate.

5. **Funding**

It is understood that the Grantee's receipt of Motor License Fund monies to support the work in the UPWP is contingent upon appropriation to PennDOT by the Pennsylvania General Assembly. It is further understood that other state funding may be contingent upon requirements and/or appropriation relevant to the source of such state funding. It is further understood that the Grantee's receipt of FHWA monies (**PL Funds**), Statewide Planning & Research Funds (**SPR Funds**) and/or FTA Planning Funds (**FTAP Funds**) and/or Congestion

Mitigation and Air Quality Funds (**CMAQ Funds**) or other federal funds is conditioned upon the respective authorization by FHWA and FTA for the expenditure of such funds as defined in each Work Order's Exhibit 1. If the federal approval for any of these four sources of funds is delayed, invoices may still be submitted and processed for the other approved funds.

6. Payments

- A. Payments to the Grantee shall be made by PennDOT conditioned upon PennDOT's receipt from the Grantee of all progress/expenditure reports referenced in Section 7, Reports, of this Agreement. The Grantee's failure to provide PennDOT with quarterly progress/expenditure reports by the 30th of the month following each month or quarter shall be cause for PennDOT to withhold payment due the Grantee until such time as the Grantee submits a plan for executive action to take corrective steps and demonstrates corrective action through on time performance for three consecutive months.
- B. Automated Clearing House Provisions
 - i. The Commonwealth will make payments to the Grantee through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Grantee must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
 - ii. 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 state agency's payment to the respective invoice or program.
 - iii. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and

complete. Failure to maintain accurate and complete information may result in delays in payments.

7. **Reports**

The Grantee shall provide PennDOT with the following reports:

- A. Monthly/Quarterly reports of expenditures and progress on individual transportation work tasks, on or before the 30th of the month following each quarter, in accordance with the requirements and format prescribed in writing by PennDOT.
- B. Final product of individual work tasks submitted as work tasks are completed in accordance with the schedule in Exhibit 1 to each Work Order. The Grantee understands and agrees that it may not publish any reports, results of findings or studies, or other material required or developed under this Agreement without the prior written approval of PennDOT. If PennDOT approves publication, a statement giving credit to the supporting State agency(s) and the USDOT must be included along with the standard disclaimer clauses required by these agencies.
- C. Additional reports may be required in **Exhibit H** (Federal Nondiscrimination and Equal Employment Opportunity Clauses).

8. **Records**

The Grantee shall maintain, and it shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred in the Project and shall make such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to FHWA, for inspection and/or audit by PennDOT, 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. Additional provisions for record-keeping are included in **Exhibit H** (Federal Nondiscrimination and Equal Employment Opportunity Clauses).

9. Audit Requirements

- A. As specified by the Federal Office of Management and Budget (“OMB”), the Grantee agrees to satisfy the audit requirements contained in the 2 CFR Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as amended, and, for this purpose, to comply with 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 I**. As used in the Audit Clause, the term "Subrecipient" means the Grantee.
- B. Any audit work undertaken by the Grantee, or subcontractors of the Grantee, shall be based upon a cost allocation plan as specified in the current OMB Circular found at 2 C.F.R. 200 subpart F, and related plans approved beforehand by the designated federal cognizant agency.

10. Compliance with Rules and Regulations - General

- A. The Grantee shall comply with all federal, state and local laws, regulations, and policies, including, but not limited to OMB Circulars, applicable to its work and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations under this Agreement.
- B. The Grantee shall ensure that any subcontracts contain all the required provisions in this Agreement. Any subcontract must also contain a provision

that the subcontract may be terminated by the Grantee if the Grantee contract is terminated by PennDOT for any reason.

11. Compliance with Rules and Regulations - Specified

The Grantee shall comply with the following legal and regulatory provisions and ensure that all subcontracts contain the provisions identified in this paragraph. Additional specified references identified in **Exhibit H** (Federal Nondiscrimination and Equal Employment Opportunity Clauses); and **Exhibit J** (Disadvantaged Business Enterprise Requirements for Planning Partners Policy) are also part of the legal and regulatory provisions that Grantee is required to follow and include in its subcontracts.

- A. Liability. The Grantee shall indemnify and hold harmless and, if requested, defend PennDOT and, when applicable, FHWA/FTA from any and all claims, suits, actions, liabilities and costs of any kind arising out of or in connection with the performance of its work under the terms of this Agreement.
- B. Ownership of Data. All data or recorded information collected under this Agreement including, but not limited to, graphs, tapes, summaries, and charts derived therefrom shall be properly catalogued and become the property of PennDOT. This data cannot be furnished to any other parties without written permission of PennDOT and shall be delivered to PennDOT prior to final payment. Grantee shall have a non-exclusive license to use such data in furtherance of the purposes of this Agreement.
- C. Ownership of Equipment. Nonexpendable items of equipment, instrumentation, or component parts purchased from monies paid under this Agreement shall become the property of PennDOT. Said equipment, instrumentation or component parts hereinabove referred to may be leased or rented through the expenditure of FHWA and FTA funds provided, subject to the following conditions:

- i. In no event shall the aggregate rental of leasing charges exceed the initial cost of the equipment, and
 - ii. The equipment shall remain at the exclusive disposal of the highway and transit planning portion of the work for its entire useful life.
- D. Proprietary Rights. If patentable discoveries, inventions, or other creative product protected by applicable law should result from work performed under this Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Grantee. However, the Grantee agrees PennDOT and all State Highway and/or Transportation Departments and the United States Government shall have an irrevocable, nonexclusive, nontransferable and royalty-free license to such creative product in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method that may be developed as a part of the work under this Agreement.
- E. Use of Confidential Information Provided by PennDOT.
 - i. Accident data, information and reports are considered confidential under 75 Pa. C.S. Section 3754 and 23 U.S.C. Section 409.
 - ii. PennDOT is committed to routinely providing such information to the Grantee for traffic safety related transportation planning and/or programming purposes (long range planning, CMS and IMS planning, TIP development, corridor/subarea studies, etc.)
 - iii. Pursuant to subparagraphs (i) and (ii) above, any publication, reproduction, release or discussion of this information, as well as the use of or reliance upon the information for any purpose other than stated above, is expressly prohibited without the specific written consent of PennDOT.
 - iv. No modification, amendment, rescission, waiver or other change shall be binding unless agreed to in writing by PennDOT.
- F. Responsibility for the Replacement of PennDOT Equipment. The Grantee will be responsible for the replacement, in kind, of any equipment which is provided

to it by PennDOT, whether or not said equipment is being utilized to carry out work tasks outlined in this contract, in the event said equipment is lost, stolen, vandalized or otherwise destroyed to the point which the equipment is no longer capable, at the sole discretion of PennDOT, of performing the functions it was designed for, except in normal wear and/or aging of the equipment. The cost of any replacement equipment will be determined by the manufacturer's current list price and will be the sole responsibility of the Grantee. In the event said equipment is obsolete or no longer manufactured, the Grantee will be responsible for replacing said equipment with a similar device to the satisfaction of PennDOT. Title to any such replacement equipment purchased by the Grantee shall be held by and vest in PennDOT.

- G. Digital Copies. The Commonwealth of Pennsylvania requests that a set of all digital ortho-photography images, in native georeferenced format (GeoTIFF, MrSID, JPG, JPG2000.) as well as any mosaicked and/or compressed georeferenced image file formats (GeoTIFF, MrSID, JPG, JPG2000) FGDC-compliant metadata, Digital Elevation Model data, including gridded data, surveyed control points, break lines, mass points, and so on, delivered by the Grantee or its selected vendor, be provided to PennDOT's Bureau of Planning and Research for distribution to all geospatial technology users in the Commonwealth, and to advance PennDOT's open data strategy.

Questions may be addressed to:
Bureau of Planning and Research
PO Box 3555
Harrisburg, PA 17105
Phone: 717-787-3738
E-Mail: ra-pennidotmaps@pa.gov

- H. Safety. Protective devices and personal protective equipment, such as hard hats and reflector vests, must be utilized when Grantee staff is involved in any field operation pertaining to work activities outlined in any Work Order or its Exhibits.
- I. Interest of Members of or Delegate to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

12. Non-Discrimination (ND) Requirements

Parties subject to this Agreement shall keep such records and reports as may be required to document compliance with 49 CFR Part 21, federal regulatory provisions on non-discrimination effecting Title VI of the Civil Rights Act of 1964 (the Act)(42 U.S.C. 2000 d-1 through d-4). The purpose of the Act is that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation. Non-discrimination requirements are further effected through provisions identified in **Exhibit H-Federal Nondiscrimination and Equal Employment Opportunity Clauses** and **Exhibit K-US DOT Standard Title VI/Non-Discrimination Assurances**.

- A. ND Records and Reports. The Grantee shall keep such records and submit to PennDOT timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as PennDOT may determine to be necessary to enable it to ascertain whether the Grantee has complied or is complying with 49 CFR Part 21.
- B. Required Communications. The Grantee shall make available to participants, beneficiaries, and other interested persons such information regarding the provisions of 49 CFR Part 21 and its applicability to the program for which the recipient receives Federal financial assistance, and make such information available to them in such manner, as PennDOT, the FHWA or any other

authorized representatives of the state or federal government finds necessary to apprise such persons of the protections against discrimination assured them by Title VI.

- C. Sub-recipient Compliance. In the case in which a Grantee extends Federal financial assistance to any other recipient, such other recipient shall also submit such compliance reports to PennDOT as may be necessary to enable PennDOT to carry out its obligations under 49 CFR Part 21. In general Grantee should have available for PennDOT racial and ethnic data showing the extent to which members of minority groups are beneficiaries of programs receiving Federal financial assistance.

13. Disadvantaged Business Enterprise (DBE) Program, Policy, and Assurance

The Grantee, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Grantee's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments.
- (2) Assessing sanctions.
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

A. Title VI Assurances. As a condition of receiving financial assistance from the United States Department of Transportation through the FHWA and FTA, the parties and their subcontractors are subject to and shall comply with the Standard Title VI /Non-Discrimination Assurances, attached as **Exhibit K** and made part of this Agreement. The signature on this Agreement shall be deemed a signature on this exhibit. As used in this exhibit the terms “Subrecipient” and “Contractor” refer to the Grantee.

If the Grantee is providing services or supplies for PennDOT pursuant to this Agreement, it must include these assurances contained in **Exhibit K** in each subcontract that it signs with a subcontractor. If the Grantee is a grantee or other recipient of funds from PennDOT, it must include these assurances in each contract into which it enters to carry out the project or activities being funded by this Agreement. Specific required language for an assurance of compliance can be found at 49 CFR 26.13(a).

B. PennDOT is committed to providing opportunities for DBEs and small business concerns to compete for work. The Grantee is encouraged to involve DBEs and small business concerns and to submit documentation of any such involvement. PennDOT’s current FHWA and FTA goals apply to the Grantee contacting and subcontracting activities or in the alternative; the Grantee must show a good faith effort. A complete description of the Disadvantaged Business Enterprise and DBE Good Faith Effort Requirements are attached as **Exhibit J** and **Exhibit L** and are made a part of this Agreement. Documentation of good faith shall be

made by the Grantee and subject to concurrence of PennDOT. A report on the status of the DBE goals shall be submitted to PennDOT quarterly.

14. Anti-Lobbying Requirement

Public Law 101-121, § 319, 31 U.S.C. § 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 Grantee shall comply with the Lobbying Certification Form attached to this Agreement as **Exhibit M**, which an authorized official of the Sponsor has executed and, if applicable, shall complete and submit the Disclosure of Lobbying Activities form included in this exhibit in accordance with its instructions

15. Federal Funding Accountability and Transparency Act of 2006

As a subrecipient of federal funding, the Grantee shall provide to the Commonwealth the information specified in **Exhibit N**, 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.

16. Required Commonwealth Provisions.

The Grantee shall comply, and shall cause its consultant(s) and contractor(s) to comply with the current versions of the following required Commonwealth Provisions as set forth below. As used in these provisions, the term “Contractor” means the Grantee:

- A. the Contractor Integrity Provisions attached as **Exhibit O** to this Agreement;
- B. the Provisions Concerning the Americans with Disabilities Act attached as **Exhibit P** to this Agreement;

- C. the Contractor Responsibility Provisions attached as **Exhibit Q** to this Agreement;
and
- D. the Enhanced Minimum Wage Clause attached as **Exhibit R** to this Agreement

17. 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 Grantee shall comply with, the clause entitled Grant Provisions – Right to Know Law, attached as **Exhibit S** and made a part of this Agreement.

18. 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.

19. Other Exhibits

The following exhibits shall be made a part of this Agreement:

- A. **Exhibit T**, an Affidavit by the Grantee accepting provisions of the Pennsylvania Workmen’s Compensation Act;
- B. **Exhibit U**, Certification of Non-Collusion by the Grantee; and
- C. **Exhibit V**, Certification of Non-Collusion by PennDOT.

20. Titles Not Controlling

Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

21. Severability

The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. Choice of Law Provision

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) 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 acknowledges that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

23. No Waiver

Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

24. Independence of Parties

It is understood by and between the parties that nothing contained herein is intended to 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.

25. Assignment

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

26. No Third-Party Beneficiaries

The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

27. Notices

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

If to the Grantee:

Tri-County Regional Planning Commission
112 Market Street, FL 2
Harrisburg, PA 17101-2031
Telephone: 717-234-2639
Fax Number: N/A
Email: N/A

If to PennDOT:

Pennsylvania Department of Transportation
Center for Program Development and Management
P.O. Box 3365
Harrisburg, PA 17015-3365
Telephone: 717-787-7413
Facsimile: 717-787-5247
Email: karussell@pa.gov

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

28. Force Majeure

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits the 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.

29. Integration and Merger

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

Grantee

Signature affixed electronically – see last page
Signature Date

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

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Signature affixed electronically – see last page
Deputy Secretary Date

APPROVED AS TO LEGALITY

AND FORM

BY Signature affixed electronically – see last page
for Chief Counsel Date

FUNDS COMMITMENT DOC. NO.

BY Signature affixed electronically- see last page
for Comptroller Date

BY Signature affixed electronically – see last page
Deputy General Counsel Date

BY Signature affixed electronically – see last page
Deputy Attorney General Date

Agreement No. C920001368 is split 80%, expenditure amount of \$16,000,000, for federal funds and 10%, expenditure amount of \$2,000,000 for state funds, and 10%, expenditure amount of \$2,000,000 for local cash match amount. The related federal assistance program name and number is 20.205 Highway Planning and Construction; 20.505 FTA Tech Studies Grant. The state program name and SAP fund is 581/ Highway and; Safety Improvement. This paragraph does not affect the costs to the Grantee. In the event this paragraph is altered in particular work orders to reflect changes in program names or numbers, the work order shall provide a paragraph cataloging this type of information.

SAMPLE LETTER OF AMENDMENT

Date

GRANTEE Name
ATTN: Contact
Address
City, State Zip

Re: Amendment (Amendment Letter Designation)
Agreement # (Contract Number)

Dear (Mr./Ms. Name),

Per the terms of the subject agreement, the Department is willing to amend the terms by increasing the costs set forth in the Original Agreement and Paragraph (reference the location in the agreement document) from (current dollar amount) to (new dollar amount). This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above referenced agreement. If you agree to the amendment, please indicate below by checking "Yes," and signing and dating where indicated. Please attach a resolution verifying your authorization to sign this amendment.

Your response is required no later than (Date). Please upload this document into the Grantee's Keystone Partner Portal account and mail and/or email your response to the following address:

PENNDOT
Attn: Your Name
Your Organization
Your Address
Email address

On behalf of the above-named Grantee, I agree to the amendment of the above referenced agreement for the _____ I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Yes No

Signature _____ Date _____

Indicate Title: Chairman President Executive Director Commissioner

or _____ (Indicate title)

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of the Comptroller signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

Sincerely,

Name, Title Organization

Approved for Form and Legality:

For Chief Counsel

FOR DEPARTMENT USE ONLY	
Encumbrance Information:	
SAP Document No.	_____
SAP Fund	_____
SAP Cost Center	_____
GL Account	_____
Renewal Amount: \$	_____
_____	_____
Comptroller Signature	Date

Contract No. _____, is split _____% expenditure amount of _____ for federal funds and _____%, expenditure amount of _____ for state funds. The related federal assistance program name and number is _____ The state assistance program name and SAP fund is _____

Planning Partner Open-End UPWP Contract Scope of Work

The GRANTEE shall perform services in the field of transportation planning and programming which will be specifically identified within each annual Unified Planning Work Program (“UPWP”) and will be attached to and made part of each Work Order issued pursuant to this Agreement. The work items to be performed by GRANTEE shall include, but are not limited to the following:

- Updating plans by identifying and prioritizing all major capital projects to be consistent with the performance-based planning and programming process and meet all federal mandates, including compliance with the current federal transportation act, as well as future federal transportation legislation.
- Participating in new initiatives including:
 - Assisting PennDOT with any required planning, programming, and implementation efforts as necessary and in accordance with any new federal and state initiatives.
 - Assisting in the implementation of Land use / Transportation Planning initiatives.
 - Supporting Department efforts related to the rightsizing of programs and projects.
 - Participating in environmental streamlining and stewardship initiatives.
 - Assisting the Department with transportation planning data trend analyses and cumulative and secondary impact assessments on major transportation projects.
 - Assisting the Department in identifying and monitoring our Core Transportation System.
 - Assisting the Department with the planning and programming associated with alternative funding and Public/Private Partnerships (P3) programs.
 - Assisting the Department with project development including participation in all required studies (e.g., Needs/Alternatives Analysis).
 - Federal Transportation Performance Management (TPM) requirements.
- Completing environmental justice requirements, as a part of the public involvement activities for long range planning and short-range programming.
- Assisting in the completion of all safety initiatives. Assisting with the implementation of approved safety and mobility projects. Using information from available safety systems and tools to include projects on the long-range plan and Transportation Improvement Program (TIP)/Twelve Year Program (TYP).
- Conducting Congestion Management, Intermodal Management and Mobility Enhancement Planning including:

- Developing and adopting a planning work program that addresses economic development, asset management, safety, congestion management, and intermodal issues of the region.
 - Providing technical assistance to local governments in the implementation of Public/Private Partnerships to finance economic development projects.
 - Satisfying the Department's and USDOT's mandates for the Congestion Management Program.
 - Satisfying the Department's long-range transportation plan recommendations for goods movement and the multimodal economic competitiveness network.
 - Providing support for the other Management and Monitoring Systems, especially Portable Traffic Monitoring Sites (PTMS) and Traffic Monitoring System/Highway (TMS/H), as required.
- Pursuing System Maintenance and Asset Management Activities by:
- Developing short range programs (TIPs), as well as the rural portions of the Statewide Transportation Improvement Program (STIP), in accordance with the current federal transportation act mandates, and include the most needed restoration projects.
 - Amending/modifying TIP as required.
 - Providing condition and performance data on roadways and bridges that serve as a basis for identifying restoration needs [Highway Performance Monitoring System (HPMS) and TMS/H]. Verifying and updating roadway inventory and performance measures on Highway Performance Monitoring System (HPMS) sample sections in accordance with the FHWA HPMS manual specifications. Data reviews shall follow FHWA HPMS Field Manual requirements. All HPMS data shall be submitted to PennDOT by the first Friday in December of each calendar year.
 - Updating long range plans and other planning documents as necessary.
 - Collect and submit traffic counts in support of the annual traffic count program, HPMS, and the Commonwealth's Traffic Monitoring System for Highways (TMS/H), including supplemental and any additional counts. Assigned counts shall be taken following the specifications provided by PennDOT and data will be submitted to PennDOT weekly. All traffic counts shall be collected by the Thursday before Thanksgiving and all data to be submitted by the first Friday in December of each calendar year.
 - Reviewing Functional Classification Roadway Designation maps and make recommended changes for roadway functional classification, National Highway System (NHS), National Highway Freight Network, NHS intermodal connectors, and urbanized boundary updates for each MPO/RPO, at a minimum every 10 years in conjunction with the Census.
 - Developing information in support of highway functional classification and federal aid requests; updating local road names and other information included on the Type 10 maps.

- Conducting Air Quality Planning by:
 - Implementing the provisions of the Clean Air Act Amendments (CAAA) of 1990 for all non-attainment areas.
 - Supplying data, as needed, to meet all CAAA requirements.
 - Developing strategies for meeting conformity requirements for long range plans and TIPs and for amendments to these documents.
 - Supplying data, as needed, to develop the transportation portion of the State Implementation Plan.
 - All of the mandated air quality planning elements are prepared by the Department or the MPO and are provided to the non-attainment MPOs and RPOs for review, comment, and approval. Coordination with adjacent states as required, including the Philadelphia region.
 - Continuing to refine transportation and air quality planning and modeling expertise where appropriate.

- Conducting Major Transportation Projects/Needs, Planning, and Feasibility Studies by:
 - Participating in the linking planning and NEPA collaboration process.
 - Completing ongoing Needs and Feasibility Studies. Provide data, as needed, to assist in the preparation of environmental documents.
 - Incorporating related work into ongoing and future environmental clearance documents.
 - Providing data and information for trend analyses and cumulative impact assessments on major transportation projects.
 - Monitoring and participating in agency coordination meetings, as necessary.

- Considering Technical Innovation Needs by:
 - Reviewing and assessing current capabilities to determine the need for new and expanded technological applications (e.g., GIS).
 - Assessing the need for Transportation Systems Management and Operation (TSMO) through the regional TIP and long-range plans.
 - Updating Regional Operations Plans (ROPs) as needed.

- Ongoing Participation in the Planning and Programming Process by:
 - Pursuing actions to be consistent with all present and future planning and programming guidance.
 - Continuing to participate on statewide work groups and the development of statewide plans/programs as appropriate.
 - Working with the Department to produce standard program products, to more fully automate/computerize all processes and to conduct program/project monitoring in real time through the sharing of data among all parties by way of the Multimodal Project Management System (MPMS).

- Assisting the Department with Land Use Consistency by:
 - Working with municipal governments to ensure transportation planning and programming consistency with comprehensive plans and zoning ordinances.
 - Participating in the linking planning and NEPA and local collaboration processes.

- Incorporating all new Federal Planning and Programming requirements into the planning process in Pennsylvania, including consultation with all stakeholders.

- Attending Planning Partners' Meetings and Technical Workshops. Attending Technical and Coordinating Committee Meetings for the MPO/RPO region.

- Coordinating and assist with the Bureau of Planning and Research to conduct the Local Technical Assistance Program (LTAP) training.

- Other planning, programming and project development activities not listed above.

**Pennsylvania Department of Transportation
Transportation Planning and Programming
Agreement #**

Work Order No. _____
 Contract No.: _____
 SAP Funds Commitment No. _____

Notice-to-Proceed Date: _____
 Ending Date: _____

Effective on the date of the Notice-to-Proceed, the GRANTEE is authorized to conduct work as detailed in the attached scope of work, Exhibit 1.

The purpose of Work Order No. 1 is to perform services in the field of transportation and planning and programming as defined in the attached Exhibits "1", "2", and "3". All Project services shall be performed in accordance with the budget table contained in Exhibit "1" of this Work Order. As outlined in Exhibit 1, the total work order amount is \$ and is itemized as follows

(the funding mix/source of the following may depend on the grantee)

<u>Amount</u>	<u>Source of Funding</u>
a. \$	Pennsylvania State Motor License Funds (581/Highway & Safety Improvements)
b. \$	FHWA Metropolitan Planning (PL) Funds (80%) (20.205/Highway Planning & Construction)
c. \$	FTA Metropolitan Planning Funds (80%) (20.505/FTA Tech Studies Grant)
d. \$	FHWA Metropolitan Planning (PL) Funds (100%)(20.205/Highway Planning & Construction) (LTAP-Supplement)
_____	TOTAL AGREEMENT AMOUNT
\$	

The work order will be executed over a 24-month period. All terms and conditions of Contract No. shall remain in full force and effect and shall take precedence over any statements in the attached Exhibits.

CONTRACTOR

_____ Date: _____

 Title

COMMONWEALTH

_____ Date: _____
Deputy Secretary for Planning

_____ Date: _____
Transportation Prgm. Dev. Manager/Other
Project Manager

_____ Date: _____
Office of the Comptroller

Work Order No. _____, is split _____%, expenditure amount of _____ for federal funds and _____%, expenditure amount of _____ for state funds. The related federal assistance program name and number is _____; _____ . The state assistance program name and SAP fund is _____; _____.

**Pennsylvania Department of Transportation
Transportation Planning and Programming
Agreement #**

Work Order No. _____ Notice-to-Proceed Date: _____
 Contract No.: _____ Ending Date: _____
 SAP Funds Commitment No. _____

Effective on the date of the Notice-to-Proceed, the GRANTEE is authorized to conduct work as detailed in the attached scope of work, Exhibit 1-1 under the terms of the agreement having the agreement number indicated above and in accordance with the following terms and conditions:

That the GRANTEE in addition to the performance of the work and services contained in **Work Order No. _____** and amendments thereto, shall provide the work and services as described in the GRANTEE'S revised proposal attached hereto as Exhibit "1-1".

As outlined in the attached scope, the total work order amount is increased from \$ to an amount not to exceed \$, for an increase of \$, and is itemized as follows:

<u>Amount</u>	<u>Source of Funding</u>
a. \$	Pennsylvania State Motor License Funds (581/Highway & Safety Improvements)
b. \$	FHWA Metropolitan Planning (PL) Funds (80%) (20.205/Highway Planning & Construction)
c. \$	FTA Metropolitan Planning Funds (80%) (20.505/FTA Tech Studies Grant)
d. \$	FHWA Metropolitan Planning (PL) Funds (100%) (20.205/Highway Planning & Construction) (LTAP-Supplement)
_____	TOTAL AGREEMENT AMOUNT
\$	

The work order amendment will expire on the date indicated above. All terms and conditions of Contract No..... shall remain in full force and effect and shall take precedence over any statements in the attached scope of work.

CONTRACTOR

_____ Date: _____

_____ Title

COMMONWEALTH

Deputy Secretary for Planning

Date: _____

Transportation Prgm. Dev. Manager/Other
Project Manager

Date: _____

Office of the Comptroller

Date: _____

Work Order No. _____, is split _____%, expenditure amount of _____ for federal funds and _____%, expenditure amount of _____ for state funds. The related federal assistance program name and number is _____; _____ . The state assistance program name and SAP fund is _____; _____.

SAMPLE LETTER OF ADJUSTMENT

Date

GRANTEE Name

ATTN: Contact

Address

City, State Zip

Re: Letter Adjustment (Adjustment Letter Designation)

Agreement #/ Work Order #:

Dear (Mr./Ms. Name),

Per the terms of the subject agreement, the Department is willing to redistribute the costs in Exhibit I to the Work Order, with no change in the total Project costs, by increasing/decreasing the costs of the phases within the Project as per your letter dated _____ attached hereto. These adjustments will become effective as of the date of this letter.

Sincerely,

cc: Comptroller

Sample
Purchase of Services Register
Unified Planning Work Program
Fiscal Year July 1, 2022 to June 30, 2028

EMPLOYEE BENEFITS:	Annual Charges
Accidental Death	
Met-Life Insurance	\$ XXXX
Employee (SEP) Retirement Plan	
Vanguard Fidiciuary Trust Company	
Prudential Financial	
Putnam Investor Services	\$ XXXX
Health Insurance	
Blue Cross of Western PA	
+AmeriFlex HRA (Employer-Copay Contribution)	\$ XXXX
Long Term Disability	
UNUM Provident	\$ XXXX
FICA/Medicare/PAUC - Employer	\$ XXXX
Workers Compensation	\$ XXXX
 FIXED EXPENSES:	
Equipment Rental	
Xerox Corporation (copier)	
Dell Government Leasing & Finance (computers) \$300.00	\$ XXXX
General & Liability Insurance	
Travelers Insurance	\$ XXXX
Internet Service Provider	
Atlantic Broadband	\$ XXXX
Record Storage	\$ XXXX
 ESTIMATED EXPENSES:	
Advertising Expenses	\$ XXXX
Equipment Maintenance	\$ XXXX
Office Supplies Expense	\$ XXXX
Postage Expense	\$ XXXX
Professional Services Expense	\$ XXXX
Publications Expense	\$ XXXX
Telephone Expense	\$ XXXX
Travel & Continuing Education Expense	\$ XXXX

Sample
Staff Salary Schedule
Unified Planning Work Program
Fiscal Year July 1, 2022 to June 30, 2028

COUNTY PLANNING COMMISSION STAFF:	<u>Hourly Rate</u>	<u>EST. Daily Rate</u>
Planning Director	\$ XXXX	\$ XXXX
Assistant Planning Director (Current Planning)	\$ XXXX	\$ XXXX
Assistant Planning Director (Transportation)	\$ XXXX	\$ XXXX
Grant Administrator	\$ XXXX	\$ XXXX
Administrative Assistant	\$ XXXX	\$ XXXX
Planner III, (part-time)	\$ XXXX	\$ XXXX

SAMPLE

Exhibit G-Travel

The U.S. General Services Administration (GSA) announced the mileage reimbursement rates are changing. The effective date of the rate change is for travel on or after January 1, 2022. The Commonwealth follows the GSA rates and Concur will be updated to reflect these rate changes.

The Standard rate will decrease from \$0.56/mile to **\$0.585/mile**.

The Other Vehicle Available rate will decrease from \$0.16/mile to **\$0.18/mile**.

Questions may be directed to [PD, Travel](#) via email.

update as of January 1, 2022 added to Travel Exhibit -G

**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 contractors 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 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.

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

The [NAME OF SUBRECIPIENT] must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the [NAME OF SUBRECIPIENT] is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the [NAME OF SUBRECIPIENT] is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the [NAME OF SUBRECIPIENT] expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. 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 *Subpart F*. 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 Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

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 *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF THE AUDIT REPORT

The [NAME OF SUBRECIPIENT] must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.

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 GAO.

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS FOR PLANNING PARTNERS

I. GENERAL—

Include the following provisions (Paragraphs a through d) in every contract and subcontract entered into in support of the grant, so that such provisions will be binding not only upon the prime contractor, but also upon each subcontractor, supplier, service provider, and trucking firm performing work towards the contract.

- (a) **Policy for Federally-Funded Projects.** It is the policy of the U.S. Department of Transportation (DOT) and the Pennsylvania Department of Transportation (Department) that Disadvantaged Business Enterprises (DBEs) as defined in Section 26.5 of Title 49 Code of Federal Regulations, Part 26, as amended, (Part 26) and this specification, be afforded the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of Part 26 apply to this contract.
- (b) **DBE Obligation.** The grantee will take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and to perform contracts. The grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Department and U.S. Department of Transportation-assisted contracts.
- (c) **Failure to Comply with DBE Requirements.** Failure by the grantee to carry out these requirements constitutes a material breach of this contract, which may result in termination of this grant agreement or such other remedy as the Department deems appropriate, which may include, but is not limited to:
 - a. Withholding progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the contractor from future bidding as non-responsible.
- (d) **Small Business Enterprise Participation.** The recruitment and utilization of certified Small Business Enterprises (SBEs) serves as an additional requirement in addition to all other equal opportunity requirements of the grant. There is no SBE goal for this grant.

II. DEFINITIONS—

The following definitions apply for terms used in this specification:

- (a) **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern that meets the following requirements:
 1. DBE certification from the Pennsylvania Unified Certification Program (PAUCP) as listed on www.paucp.com.
 2. That meets the ownership and control requirements of the DBE certification program as set forth in Part 26.
 3. That meets the Personal Net Worth requirements of the DBE certification program.
- (b) **Small Business Enterprise (SBE).** A for-profit small business concern that meets the following requirements:
 1. An entity certified by the Pennsylvania Department of Transportation (PennDOT) as listed on www.dotsbe.pa.gov.
 2. That meets the ownership and control requirements of the Small Business Element (SBE) certification program.

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3. That meets the Personal Net Worth requirements of the SBE certification program.
- (c) **Commercially Useful Function.** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.
 - (d) **Transportation Planning Coordinator.** An individual within the Department's Program Center that is responsible for coordinating and overseeing planning activities with the grantee.
 - (e) **Interdisciplinary Review Team (IRT).** A team of three (3) individuals representing the Department's Program Center and Bureau of Equal Opportunity that performs the initial review of the GFE documentation and makes the recommendation to the Director of the Bureau of Equal Opportunity.
 - (f) **Committee.** The Department's Good Faith Effort (GFE) Review Committee.
 - (f) **Director.** Director, Bureau of Equal Opportunity.
 - (h) **DBE Participation.** The work performed by DBEs on a contract and counted toward the project's DBE goal. This information is to be submitted with the bid/proposal and if approved becomes a contractual obligation for the life of the contract.
 - (i) **Revised DBE Participation.** If, during the performance of a contract entered into in support of this grant the DBE Participation requires revision, the selected bidder/offeror must request approval from the grantee. The grantee must obtain concurrence from the Department prior to approving any revision. If approved, the Revised DBE Participation becomes a contractual obligation for the life of the contract.
 - (j) **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.
 1. **Manufacturer.** A DBE/SBE that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 2. **Regular Dealer.** A DBE/SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 3. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.
 - (k) **Service Provider.** A DBE/SBE that performs professional, technical consultant, or managerial services.
 - (l) **Shortfall.** The difference between the dollar amount on the approved DBE commitment and the amount of payments to the approved DBE entities.

III. COUNTING DBE PARTICIPATION

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

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Exhibit "J"

Count DBE Participation toward meeting the DBE Goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time of submission for the bid, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

(a) Construction.

1. Prime Contractor. The Department requires that all prime contractors including DBE prime contractors perform at least fifty percent (50%) of the work on a Department project. A DBE prime contractor will receive credit for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

2. Subcontractor. When a DBE participates in a contract directly as a subcontractor or as a second-tier or lower-tier subcontractor, count only the value of the work actually performed by the DBE. Count the entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the contract's DBE goal.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

(b) Materials and Supplies.

1. DBE Manufacturer. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.

2. DBE Regular Dealer. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies.

3. DBE Transaction Expeditior/Broker. If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

(c) Service Providers. Count toward the DBE Goal 100% of expenditures of DBE services including, professional, technical, consultant, or managerial services. Count fees or commissions charged for providing any bonds or insurance specifically required for the performance the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(d) Trucking Firms. Count 100% of trucking costs using the following factors to determine what can be counted:

1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.

3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.

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4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

IV. COUNTING SBE PARTICIPATION

- (a) Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract.
- (b) There is no SBE goal.
- (c) Count SBE participation the same as DBE participation.

V. ACTIONS REQUIRED BY THE BIDDER AT THE BIDDING STAGE AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL—

- (a) **Submission Requirements.** If the grantee establishes a DBE goal in connection with a contract awarded in support of the grant, then the selected bidder/offeror must include its DBE Participation with the bid/proposal. This submission must include the business name of the DBE firm with address, contact person, and phone number, a detailed narrative description of the service to be provided by the DBE, the North American Industrial Classification System (NAICS) code(s) that correspond(s) to the work to be performed by the DBE firm, and the percent of the bid's cost to be contractually allocated to the DBE in the bid submission. A letter of intent (or comparable documentation) from the DBE stating that the DBE has agreed to enter into a subcontract if the vendor is successful should also be included with the bid. Do not request or include physical certification letters. The PA UCP database at www.paucp.com is the only resource that should be used to verify DBE eligibility. In addition, please note that DBE certification does not expire and expiration dates should not be requested or included. As long as a firm remains visible in the PA UCP database they remain eligible to participate as a DBE on federally-assisted contracts.

When the DBE goal established by the grantee is not met (the grantee will not round), demonstrate a Good Faith Effort (GFE) to meet the contract's DBE goal. Demonstrate that the efforts made were those that a bidder/offeror seeking to meet the DBE goal established by the grantee would make, given all relevant circumstances. Failure to include GFE documentation with the submission, when the DBE goal is not met, will result in rejection of the bid/proposal.

- (b) **Good Faith Effort Requirements.** In response to a bid/proposal, the bidder/offeror must make a 'Good Faith Effort' (GFE) to subcontract a portion of the contract work to certified DBEs. The demonstration of GFE is accomplished by seeking out DBE participation in the contract given the totality of all relevant circumstances. If unable to meet the contract's established DBE Goal, the selected bidder/offeror must submit documentation of its GFE. The following illustrate the types of efforts that may be taken, but shall not be deemed to be exclusive or exhaustive. The Director and/or Committee will consider other factors and types of efforts that may be relevant:
 - Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the DBE Directory, attendance at pre-bid

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meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The selected bidder/offeror must provide written notification, at least fifteen (15) calendar days prior to the bid due date, to allow the DBEs to respond to the solicitation. The selected bidder/offeror must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the selected bidder/offeror might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide 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.
- Efforts made to negotiate in good faith with interested DBEs. It is the selected bidder's/offeror's responsibility to make a portion of the contract 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. A bidder/offeror 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 DBE goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in and of itself sufficient reason for a bidder's/offeror's failure to meet the contract's DBE goal, provided that such costs are reasonable. Also, the ability or desire of the selected bidder/offeror to perform the work of a contract with its own work force does not relieve the bidder/offeror of the responsibility to make GFE. The selected bidder/offeror is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- The selected bidder's/offeror's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of its capabilities. The selected bidder's/offeror'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 selected bidder's/offeror's efforts to meet the DBE contract goal. Another practice considered an insufficient GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder/offeror or prime contractor to accept unreasonable quotes in order to satisfy a contract DBE goal.
- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Efforts to effectively use the services of the Department's DBE and/or SBE Supportive Services Centers, 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.

VI. ACTIONS TO BE TAKEN BY THE GRANTEE AND DEPARTMENT BEFORE AWARD FOR PROJECTS WITH A DBE GOAL —

- (a) **Approval.** If the selected bidder/offeror includes the DBE Participation with their bid/proposal, meets the contract's DBE goal, and all other contract requirements, the grantee will approve the submission.

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Exhibit "J"

- (b) **Good Faith Effort Review.** If the selected bidder/offeror includes the DBE Participation with their bid, but fails to meet the contract's DBE goal, the grantee will review the GFE documentation included with the bid. The selected bidder/offeror may not provide additional GFE documentation beyond what exists in writing at the time of bid submission. If during the review of the bidder's/offeror's GFE information the reviewers have questions, the selected bidder/offeror may be contacted by for clarification. The GFE steps to be taken are as follows:
1. The grantee reviews the GFE submission and makes a recommendation to approve or disapprove to the Transportation Planning Coordinator.
 2. If the grantee recommends approval then Transportation Planning will do one of the following:
 - a. Concur with the grantee's recommendation that a GFE was made and the DBE Participation will be approved
 - b. Disagree with the grantee's recommendation which will result in a review of the GFE submission by the IRT.
 3. If the grantee recommends disapproval then the IRT will review the GFE submission.
 4. The IRT reviews and makes a recommendation to the Director.
 5. The Director will do one of the following:
 - a. Concur with the IRT recommendation that a GFE was made and the DBE Participation will be approved;
 - b. Concur with the IRT disapproval of the GFE submission. The selected bidder/offeror will be afforded the opportunity for administrative reconsideration as required by Part 26.
 - (i.) If the selected bidder/offeror requests administrative reconsideration, the Director forwards the GFE request to the Committee.
 - (ii.) If the selected bidder/offeror does not request administrative reconsideration, than the recommendation stands and the GFE is disapproved. The selected vendor must notify the Department to this effect in writing. The bid will then be considered non-responsive and will be rejected.
 - c. Disagree with the IRT recommendation. If the Director determines that a GFE has been made, the DBE Participation will be approved. If the Director determines that a GFE has not been made, the selected bidder/offeror will be afforded the administrative reconsideration process as described above.
 6. If administrative reconsideration is requested, the Committee meets and makes the final determination. If the Committee determines that the selected bidder/offeror made a GFE, the DBE Participation will be approved. If the Committee determines that the selected bidder/offeror has failed to make a GFE, the bid will be rejected and the selected bidder/offeror will be notified of the rejection. The grantee will then review the next selected bidder's/offeror's DBE participation to determine if the DBE goal is met or if a GFE was made.

VII. ACTION TO BE TAKEN BY THE DEPARTMENT DURING PERFORMANCE OF THE CONTRACT—

To ensure that all obligations awarded to DBEs under this contract are met, the grantee and the Department will review the selected bidder's/offeror's DBE involvement efforts during the performance of the contract whether or not the DBE is listed on the approved DBE Participation. The review will include a CUF review and analysis for all DBEs performing on the contract.

Sanctions. Upon completion of the work the grantee and the Department will review the actual DBE participation and make a determination regarding the selected bidder's/offeror's compliance with the applicable requirements. Sanctions may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

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VIII. ACTIONS REQUIRED BY THE SELECTED VENDOR DURING PERFORMANCE OF THE CONTRACT—

- (a) **DBE Participation.** When DBE Participation is approved in an amount less than the contract's DBE goal, continue GFE toward meeting the contract's DBE goal for the life of the contract. Ensure that the DBE Participation is attained. Proof of attainment is provided by payments to DBEs and documented in monthly reports.
- (b) **DBE Revised Participation.** Obtain written consent from the Department before substituting a DBE or making any change to the approved DBE Participation or any other DBE performing on the project. Immediately request substitution authorization from the grantee in writing who will contact the Department. The request must include documentation supporting the substitution and written agreement from the DBE to the change. Include proof that a certified letter giving the DBE five (5) days to respond with acceptance or to notify the grantee of non-acceptance. Demonstrate that every effort has been made to allow the DBE to perform.
1. If the arrangement to be replaced is agreeable between the bidder's/offeror's and the DBE, document the following procedures:
- Make a GFE to subcontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall.
 - When the substitution results in meeting the DBE goal, complete a Revised DBE Participation which includes letter(s) from the DBE(s) of their intent to perform on the contract. If the DBE being replaced or substituted has already performed on the contract, the Revised Participation request should include the total amount paid to the DBE prior to its substitution or replacement.
 - When the substitution does not result in meeting the DBE goal, complete a Revised DBE Participation with DBE acknowledgement and provide GFE documentation. If the DBE performed on the project, the Revised DBE Participation should include the total amount paid to the DBE prior to their substitution.

Good Faith Effort Review. The grantee will review the GFE documentation for substitution. If, during the review of the selected bidder's/offeror's GFE information and documentation, the reviewers have questions, the selected bidder/offeror may be contacted for clarification. The GFE steps to be taken are, as follows:

- a. The grantee reviews the GFE submission and makes a recommendation to the Transportation Planning Coordinator.
 1. If the recommendation is to approve and the Transportation Planning Coordinator concurs, then the Revised DBE Participation will be approved.
 2. If the recommendation is to disapprove or if the Transportation Planning Coordinator disagrees with the grantee's recommendation, then the GFE is forwarded to the IRT for review and determination.
- b. The IRT either:
 1. Approves recommendation that the GFE was met and the Revised DBE Participation will be approved, or
 2. Disapproves the GFE resulting in a shortfall requiring the selected vendor to continue to fulfill its GFE obligation and commitment.
- c. If forwarded to them by the Transportation Planning Coordinator, the IRT makes a final determination.

Do not perform any of the DBE work included in the substitution request without prior written approval from the Department.

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If the projected DBE participation meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. A Revised DBE Participation must be submitted to reflect the decreased dollar amount.

2. If the arrangement to be replaced is not agreeable between the selected bidder/offeror and the DBE, the following procedures are required:

- Until a determination is made, do not perform the DBE work without prior approval.
- The IRT will review and make a determination and the grantee will notify both the selected bidder/offeror and the DBE.
- The selected bidder/offeror or the DBE may request a meeting with the Department by contacting the grantee.

(e) SBE Participation. There is no goal for SBE participation. However, the utilization of SBE firms must be reported and documented in monthly reports with proof of payment consistent with the process for DBE firms.

(f) Additional Work. When additional work is required for any classification of work which is identified on the DBE Participation to be performed by the DBE, at least (50%) of this additional work will be performed by the same DBE unless the DBE submits, in writing, that he/she cannot perform the work due to his/her own limitations.

(g) Progress Payments. The bidder/offeror shall make payments to all subcontractors, suppliers, service providers, and consultants no later than thirty (30) days after being reimbursed by the Department. Document all DBE and SBE progress payments on a monthly basis. Bring to the attention of the grantee, in writing, any situation in which regularly scheduled progress payments are not made to DBE/SBE subcontractors, suppliers, service providers or consultants.

(h) Records and Reports. Both the bidder/offeror and the grantee shall keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:

- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
- The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on this project.
- Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs and SBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE and SBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Enter the payment information on the monthly payment report which will include the following:
 - The number of contracts awarded to DBEs and SBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
 - The amount paid to each DBE and SBE during the month and the amount paid to date. If no payments are made to a DBE/SBE during the month, enter a zero (\$0.00) payment.
 - Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's and SBEs work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

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Maintain all such records for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the Department and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material to PennDOTDBEGoal@pa.gov on a monthly basis in conjunction with the monthly payment report.

The grantee shall ensure records have sufficient information in order to complete and submit the Planning Partners DBE Report quarterly.

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The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A

The Subrecipient (herein referred to as the “Recipient”), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA’s Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

Exhibit K

- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Exhibit K

APPENDIX A

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:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **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 subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit K

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Commonwealth of Pennsylvania, Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Commonwealth of Pennsylvania, Department of Transportation, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Commonwealth of Pennsylvania, Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the the Commonwealth of Pennsylvania, Department of Transportation, its successors and assigns.

The the Commonwealth of Pennsylvania, Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Commonwealth of Pennsylvania, Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be

Exhibit K

amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Exhibit K

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Exhibit K

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Exhibit K

**Pennsylvania Department of Transportation
Disadvantaged Business Enterprise Program**

**Good Faith Efforts Approval Process – Center for Program Development and
Management**

THE REGULATORY MANDATE - GOOD FAITH EFFORTS DOCUMENTATION

In accordance with the federal DBE regulation set forth in 49 Code of Federal Regulations Part 26 (Part 26), the Pennsylvania Department of Transportation (Department) is required to establish procedures addressing good faith efforts in those instances where Disadvantaged Business Enterprise (DBE) contract goals have been imposed. Section 26.53 (a) of Part 26 requires that contracts carrying a DBE goal requirement be awarded to a bidder who fully documents that it meets the DBE contract goal or documents a good faith effort (GFE) to meet the goal even though it did not succeed.

Each case turns on its own facts. However, both Section 26.53 and Appendix A of Part 26 outline factors to be used in a GFE analysis. In addition, institutional guidance issued by the United States Department of Transportation's (USDOT) Office of General Counsel in the form of questions and answers (Q and A) also sets forth guiding principles to be used in GFE reviews. Since each of the three sources contain guidelines for reviewing GFE submissions, they are attached to this document and viewed by the Department as part and parcel of the Department's GFE review process document. Should changes originate from USDOT in this area; this document will be amended accordingly.

DBE commitment and GFE documentation is contained within the bid documentation referenced within the respective bid advertisement. This information must be submitted by the bidder by the advertised bid closing date, and the information is reviewed by appropriate Planning Partner and Department personnel.

The pre-award GFE review process is triggered when the prime contractor requests a GFE review and provides GFE documentation within the deadline identified above. The GFE review process is also triggered when the prime contractor requests a GFE review for revisions to a DBE commitment. Where pre-award GFE efforts occur, a two-tiered GFE review process is used to address regulatory GFE issues that cannot be resolved by Center for Program Development and Management (Program Center) officials tasked with reviewing documentation.

GOOD FAITH EFFORTS PROCEDURES TIER I:

THE INTERDISCIPLINARY REVIEW TEAM RECOMMENDATION AND RULING OF THE DIRECTOR OF THE BUREAU OF EQUAL OPPORTUNITY

Where there is a request for review of a contractor's GFE submission, the Planning Partner that received the bids will provide a preliminary review of the submitted GFE documentation using Section 26.53 and Appendix A of Part 26 as standards for the analysis. Based on that review, the Planning Partner will then recommend either approval or disapproval of the GFE and forward the recommendation to the Department's Transportation Planning Coordinator overseeing that Planning Partner.

If the Planning Partner recommends approval of the GFE and the Transportation Planning Coordinator concurs with the approval, documentation indicating approval of the GFE will be forwarded to the Planning Partner.

If the Planning Partner recommends approval of the GFE and the Transportation Planning Coordinator disagrees with the approval, the GFE submission will be forwarded to the Department's Interdisciplinary Review Team (IRT) for review.

If the Planning Partner recommends disapproval of the GFE, the GFE submission will be forwarded to the IRT for review.

The Department's IRT, comprised of three (3) staff members from the Department's Program Center and Bureau of Equal Opportunity, will review the submitted documentation. The Transportation Planning Manager of the Financial & Contract Management Section of the Program Center will act as chairperson, with the Financial & Contract Services Division Manager serving as an alternate. The second member of the IRT will be the DBE/Title VI Division Chief of the Bureau of Equal Opportunity (BEO), with the DBE Program Administrator serving as the alternate. The final member will be the Program Center's Transportation Planning Coordinator for the affected Planning Partner, with any other Transportation Planning Coordinator serving as the alternate. The IRT will evaluate a bidder's good faith effort in accordance with the regulatory guidelines set forth in Section 26.53 of Part 26, Appendix A and the official Q and A referred to above. When DBE percentages are calculated, the Department will not round.

Because GFE issues are time-sensitive, the IRT will be required to complete its review of the submitted documentation within seven (7) business days of the contractor's GFE submission. Upon completion, the IRT will forward its findings and recommendations to the Bureau of Equal Opportunity (BEO) Director for approval or disapproval. If approved by the Director, documentation indicating that the GFE has been approved will be forwarded to the Program Center.

In the event that the Director disapproves the GFE, the second tier of the Department's GFE review process is triggered. Section 26.53 requires that the Department provide the bidder with an opportunity for administrative reconsideration. Section 26.53 (d) (1) states that the Department's decision on reconsideration must be made by an official who did not take part in the original determination that the bidder failed to meet the goal or failed to make adequate GFE to do so. Consistent with this provision, neither the BEO Director nor any member of the IRT will participate in the second tier determination, to be known as the GFE Committee.

GOOD FAITH EFFORTS PROCEDURES TIER II:
THE GOOD FAITH EFFORT REVIEW COMMITTEE

Purpose: In the event that the IRT and Director disapprove the GFE submitted by a bidder, the bidder will be afforded an opportunity for administrative reconsideration before the Department's GFE Review Committee (Committee). The Committee will meet on an as-needed basis. As noted above, this body is independent of both the IRT and the BEO Director. The Committee will review the low bidder's DBE documentation and GFE to meet the DBE contract goal to determine whether to approve or disapprove the submission.

Composition: The Committee will be comprised of three (3) members. The Department's Deputy Secretary for Planning will serve as Chairperson. The Department's Director of the Program Center and the Director of the Bureau of Planning and Research will serve as the remaining members. Alternates will be available should a need arise. For the Deputy Secretary, any other Deputy may serve as an alternate. The Alternate for the Director of the Program Center will be one of the Program Center's Division Managers other than Financial & Contract Services Division Manager. The alternate for the Director of the Bureau of Planning and Research will be one of the bureau's Division Managers. An attorney with the Department's Office of Chief Counsel will serve as legal adviser to the Committee but will not participate as a decision maker. A quorum will consist of three (3) members and may include both standing committee members and alternates.

The Committee meetings are not subject to the Sunshine Law and are not open to the public. Attendance is limited to the impacted contractor, the Committee members, and the legal adviser. The IRT chairperson also attends to provide supporting information as required.

Good Faith Effort Review Documentation Package and Scheduling of the Committee Meeting: The Chair of the IRT will prepare the background information that generated the appeal and will attend the hearing to clarify material contained in the source documentation provided to Committee members. A GFE review package will be provided to the Committee two (2) business days'

prior to the meeting. The information will include the IRT information and findings. However, this individual will not be permitted to participate in any deliberations.

Regulatory Guidance Documents: Each Committee member will evaluate the GFE submission in accordance with the applicable regulatory guidelines for DBE GFE. These include Appendix A of Part 26 as well as Section 26.53 of Part 26 and the institutional guidance issued by USDOT's Office of General Counsel (in the form of official questions and answers).

Contractor Notification Prior to the Committee Meeting: Whenever a Committee meeting is intended to be convened, BEO will be responsible for scheduling the meeting and notifying the impacted contractor in writing of the scheduled date for the meeting. The contractor will be advised that the purpose of the meeting is to clarify documentation previously submitted to the Department within the time constraints set forth in the bid documents and DBE Special Provisions. The contractor will not be authorized to submit additional GFE documentation consistent with Part 26 regulatory guidelines. The contractor will be expected to address questions posed by Committee members and will have the opportunity to clarify points resulting from questions asked or from review of its GFE submissions. The contractor will then be excused and the Committee will deliberate in an executive session. The legal adviser will participate in the executive session to address regulatory questions.

Contractor Notification Subsequent to the Committee Meeting: At the conclusion of the executive session and deliberation, the Committee will vote to approve or disapprove the GFE submission. The decision will result from a simple majority vote. The majority must reach a consensus as to the reason for accepting or rejecting the contractor's GFE. The Committee's decision will be outlined in a letter sent to the contractor by first-class mail. The decision letter will be prepared by the legal adviser and will be signed by the Committee's Chairperson. Consistent with Section 26.53, the Committee's decision is not administratively appealable to USDOT. All decisions of the Committee are final and binding.

LOBBYING CERTIFICATION FORM

(applies only if Agreement is Federally Funded)

[Exhibit needs to be printed, completed offline, and then scanned and attached]

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: EXECUTIVE DIRECTOR _____

DATE: 1/3/2022 _____

Exhibit M

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

The terms "subrecipient, subgrantee and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient 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 Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

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

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. 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. See FFATA § 2(b)(1).*

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

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.
- (b) Primary Location - Subgrantee 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 Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.
- (c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if**
 1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 2. 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. See FFATA § 2(b)(1).*

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

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

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

UEI

UEI:

JXGDBSX68NY5

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City: Harrisburg
 State: PA
 Zip+4: 17101-2031

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:	
Officer 1 Compensation:	
Officer 2 Name:	
Officer 2 Compensation:	
Officer 3 Name:	
Officer 3 Compensation:	
Officer 4 Name:	
Officer 4 Compensation:	
Officer 5 Name:	
Officer 5 Compensation:	

By marking the following box
 Subrecipient affirms they do not
 meet the conditions for reporting
 highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. 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. See FFATA § 2(b)(1).*

If the Subrecipient 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 Subrecipient

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 if 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 O



- 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.



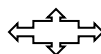
PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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 P



Contractor Responsibility Provisions

(December 2020)

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 search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

**Enhanced Minimum Wage Provisions
(July 2018)**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

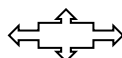
Exhibit R

Page 1 of 1

Contract Provisions – Right to Know Law

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

EXHIBIT S

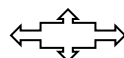


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

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

EXHIBIT S



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of Pennsylvania
County of Dauphin

The undersigned in behalf of the firm being duly sworn according to law deposes and says he has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has insured his liability thereunder in accordance with the terms of said Act with

Nati onwide Insurance Company
(Insuring Company)

By: [Signature]

Sworn to and subscribed before me this 3rd day of January A.D. 2022

Commonwealth of Pennsylvania - Notary Seal
Autumn L. Gruzlewski, Notary Public
Dauphin County
My commission expires July 14, 2022
Commission number 1284667
Member, Pennsylvania Association of Notaries

Autumn Gruzlewski
Notary Public

My Commission Expires July 14, 2022

CERTIFICATION OF COMMISSIONER

I, the undersigned, hereby certify that I am a duly authorized representative of the firm, and that neither I nor the firm I represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this agreement:
- (b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement or
- (c) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement, except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Department of Transportation of the Commonwealth of Pennsylvania, and to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds, and is subject to the applicable State and Federal laws, both criminal and civil.

Tri-County Regional Planning Commission
Firm

Date: 1/3/22 By: 

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

COMMONWEALTH OF PENNSYLVANIA

I hereby certify that I am a Deputy Secretary of the Department of Transportation of the Commonwealth of Pennsylvania, and that the certified commission, or its representatives, shown in Exhibit “ U ” has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds and is subject to the applicable State and Federal laws, both criminal and civil.

***DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF PENNSYLVANIA***

ATTEST:

Karen M. Russell

By: *Larry S. Shifflet*
Title and Signature
Deputy Secretary of Transportation

March 23, 2022
Date



112 Market Street, 2nd Floor
Harrisburg, Pennsylvania 17101-2031
Telephone: 717-234-2639

e-mail: planning@tcrpc-pa.org

RESOLUTION 2022-01

Resolution authorizing the filing of a contract with the Pennsylvania Department of Transportation, for and between Cumberland, Dauphin, and Perry Counties, acting through Tri-County Regional Planning Commission and the Pennsylvania Department of Transportation.

WHEREAS, the Secretary of Transportation is authorized to make agreements for transportation projects; and,

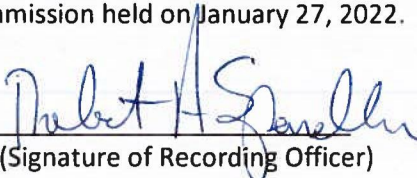
WHEREAS, the agreement for financial assistance will impose certain obligations upon Tri-County Regional Planning Commission, including the provision by it of the local project costs;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Executive Director, or in his/her absence the Associate Director, is authorized to execute and file an agreement on behalf of Tri-County Regional Planning Commission with the Pennsylvania Department of Transportation, to aid in the financing of research and/or development of data collection and analysis for the Harrisburg Area Transportation Study in accordance with the Harrisburg Area Unified Planning Work Program for Fiscal Years 2022 through 2024.
2. That the Executive Director, or in his/her absence the Associate Director, is authorized to execute and file such supplements or any other document as required by the Pennsylvania Department of Transportation effectuating the purpose of this agreement.
3. That the Executive Director, or in his/her absence the Associate Director, is authorized to furnish such additional information as the Pennsylvania Department of Transportation may require in connection with the agreement or projects.

CERTIFICATE

The undersigned duly qualified and acting Chairman of the Tri-County Regional Planning Commission certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Tri-County Regional Planning Commission held on January 27, 2022.


(Signature of Recording Officer)

Chairman
(Title of Recording Officer)

January 27, 2022
(Date)

(Seal)

Contract: C920001368 - Signature Log
The effective date of this agreement is 05/06/2022 ("Effective Date")

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	03/23/2022	Diane Myers-Krug	Associate Director
Executive	03/23/2022	Shifflet, Larry	CWOPA Employee
Chief Counsel	03/25/2022	Domoto, Aaron	CWOPA Employee
OGC	04/06/2022	Pamela Cross	OGC
OAG	04/25/2022	David E. Stover	OAG
Comptroller	05/06/2022	Donna Kohr	Comptroller

Contract: C920001368 - Signature Log
The effective date of this agreement is 11/04/2024 ("Effective Date")

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	10/29/2024	Diane AICP, Krug-Myers	Associate Director
Executive	10/31/2024	Tobin, Mark	CWOPA Employee
Chief Counsel	10/31/2024	Roth, Jr., Glenn	CWOPA Employee
Comptroller	11/04/2024	Katalin Gotshall	Comptroller