

Sponsor: Cranberry Township
Project Title: Route 19 & Progress Avenue
Intersection Improvements Project
County: Butler
Total Grant Amount Not to Exceed: \$300,000.00

Agreement No.: C920001390
SAP Vendor No.: 159022
MPMS No.: 117959
Funding Source: ARLE

AUTOMATED RED LIGHT ENFORCEMENT GRANT PROGRAM/AUTOMATED SPEED ENFORCEMENT PROJECT FUNDING AGREEMENT – INDIVIDUAL PROJECTS

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

and

Cranberry Township, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials (“Sponsor”).

BACKGROUND

This Agreement is pursuant to 75 Pa. C.S. § 3116, relating to automated red light enforcement systems in first class cities, and 75 Pa. C.S. § 3370, relating to a pilot program for automated speed enforcement system on a designated highway. The fines imposed for violation of these sections, after deduction of operation and maintenance costs, shall be remitted to PennDOT for deposit into a restricted receipts fund in the Motor License Fund. Section 3116(l)(2) of the Vehicle Code provides that PennDOT shall use the fines to develop, by regulation, a Transportation Enhancements Grant Program, and Section 3370(m)(2) of the Vehicle Code provides further that PennDOT shall use the fines under this section for the Transportation Enhancements Grant Program established by Section 3116 (collectively “Program”). PennDOT regulations setting forth the requirements, criteria and procedures applicable to projects funded through the Program are under 67 Pa. Code Chapter 233. The Program is 100 percent state-funded from a separate restricted account (Appropriation 244) within the Motor License Fund

and is distinct and separate from the federally-funded Transportation Enhancements Program administered by PennDOT. Local governments, planning organizations and Commonwealth agencies are eligible to serve as sponsors for projects funded through the Program. The projects eligible for funding are those that improve highway safety and mobility and reduce congestion. PennDOT may or may not fully fund the entire cost of a project approved for participation in the Program. Even though matching funds are not required, the Sponsor will be financially responsible for any costs not covered by state funding.

The parties, intending to be legally bound, agree as follows:

1. GENERAL PROVISIONS

- (a) **Project Defined.** PennDOT, following review of the Sponsor's application ("Application"), has selected its project, more fully described below and as further described in its Application, for participation in the Program and has extended an offer of funding to it. The Sponsor has signified its willingness to participate in the Program in accordance with the terms, conditions and provisions set forth below, by accepting the offer and entering into this Agreement. The Project consists of all of the costs described in the attached Project Cost Estimate (Exhibit A) and scope of work described in the attached Application (Exhibit B), and documents referenced or incorporated in the Application. The Project was competitively selected, and therefore PennDOT shall not allow substantial scope changes or substitute projects after an award is made.
- (b) **Scope of Project.** The Sponsor shall complete the preliminary engineering, including environmental studies, final design, utility relocation, right-of-way acquisition, construction and construction inspection, as outlined in this Agreement, Project Cost Estimate and its Application, attached to and made a part of this Agreement as Exhibits A and B, for the project undertaken ("Project") in accordance with policies, procedures and specifications

prepared or approved by PennDOT and the conditions of this Agreement.

- (c) **Order of Precedence.** If there is ambiguity or inconsistency between the Agreement and the attached Exhibits, the terms and conditions in this Agreement shall have precedence to the extent of the ambiguity or inconsistency.

2. PROJECT COST ESTIMATE.

PennDOT is awarding, and the Sponsor is accepting, a grant in the amount of \$300,000.00. The Project Cost Estimate, attached to and made a part of this Agreement as Exhibit A, sets forth the estimated costs.

- (a) **Maximum Amount of Reimbursement.** The maximum amount of reimbursement to the Sponsor is \$ 300,000.00 , or 54.22% of the actual Project cost, whichever is less. The Sponsor is responsible for all Project costs exceeding the grant amount.
- (b) **Fully Executed Amendment.** All changes to terms and conditions of this Agreement, with the exception of Sections 3 and 28, must be in the form of a fully executed amendment signed by the same entities that executed the original agreement.

3. TERM AND TERMINATION

- (a) **Effective Date.** The Effective Date shall be the date that this Agreement is fully executed by the Sponsor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT shall insert the Effective Date on the e-signature page which will be attached below.
- (b) **Milestones.** The Project funding begins on the Effective Date and ends on the

Agreement Expiration Date shown below.

- (i) **Pre-construction.** Pre-construction activities (preliminary engineering, final design, right-of-way acquisition, and utility work; collectively “Final Plans”) may begin on the Effective Date. PennDOT will notify the Sponsor of the Effective Date, which shall serve as notice to proceed with pre-construction activities.
 - (ii) **Construction.** Construction activities shall not begin until PennDOT approves the Final Plans and gives the Sponsor written authorization to proceed. The Sponsor shall complete all physical work under this Agreement no later than three (3) years from the Effective Date defined in Section 3(a) above, unless extended by a letter at PennDOT’s discretion prior to the required completion date.
 - (iii) **Agreement Expiration Date.** The Agreement shall expire upon payment of the Final Invoice as defined in Section 10(i) below, or 42 months from the Effective Date defined in Section 3(a) above, whichever occurs first.
- (c) **Extensions.** The Project completion date may be extended by letter of adjustment at PennDOT’s discretion before the Agreement Expiration Date. If PennDOT determines that the Project completion date and Agreement Expiration Date should be extended, PennDOT will extend such dates by sending the Sponsor notification via a letter of adjustment. A sample Letter of Adjustment is attached as Exhibit C and made part of this Agreement. If a deadline is not met or extended, PennDOT may (i) suspend payment of the grant funds until the Completion of Construction is achieved or (ii) terminate this Agreement in accordance with Subsection (g) below.

- (d) **Prompt Completion.** PennDOT will not make any payments after the Agreement Expiration Date.
- (e) **Termination of Convenience.** Either party shall have the right to terminate this Agreement for convenience prior to the start of Pre-construction Activities, and not after, by providing written notice to the other party.
- (f) **Termination for Lack of Funds.** PennDOT may terminate this Agreement if it does not receive the necessary state funds allocated for the Project. PennDOT shall provide the Sponsor written notice of the termination and state the Effective Date of the termination. PennDOT shall reimburse the Sponsor for all eligible work performed under this Agreement up to the date of termination. The Sponsor shall submit invoices for work completed prior to the termination date within 30 days after the termination date.
- (g) **Termination for Cause.** PennDOT may terminate this Agreement if the Sponsor materially breaches this Agreement and the breach is not cured within 15 days after written notice was provided to the Sponsor. Termination shall be effective at the end of the 15-day period unless the Sponsor cures the breach (or, in the case of a breach incapable of cure within that period, the Sponsor provided a written plan to cure the breach as soon as practicable, together with an undertaking to carry out the plan). If this Agreement is terminated for cause before the Project is completed, PennDOT, at its discretion, may reimburse the Sponsor for any incurred costs. Sponsor shall reimburse PennDOT, if requested, for costs incurred by PennDOT for the Project up until the date of termination of this Agreement.
- (h) **Abandonment or Postponement of Project.** If the Sponsor abandons or indefinitely postpones the Project, the Sponsor may terminate this Agreement by sending PennDOT a thirty- (30-) day written notice of termination. If the

Sponsor terminates the Agreement, the Sponsor shall reimburse PennDOT for all costs incurred by PennDOT for the Project up until the date of termination. PennDOT may consider lack of activity on the Project by the Sponsor or failure to pay its contractor(s) or consultant(s) as reason for it to terminate for cause under Subsection (g).

- (i) **Accrued Rights and Obligations.** Termination shall not release either party from liability which has already accrued to the other party at the time of termination or which is attributable to a period before termination, nor preclude either party from pursuing rights and remedies it may have with respect to any breach of this Agreement. Section 16 of this Agreement (relating to indemnification) shall survive the expiration or termination of this Agreement for any reason.

4. DESIGN

- (a) **Sponsor's Responsibility for Design.** The Sponsor, with its own forces or by contract, shall design the Project. The design shall be in accordance with 67 Pa. Code § 233.10 and such other standards, criteria, policies and procedures as PennDOT may issue from time to time relating to projects funded by the Program.
- (b) **Design Approval.** The Sponsor shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Project. This obligation includes, where necessary, preparing or revising environmental reports or other documents required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At PennDOT's request, the Sponsor, prior to advertising and letting the Project, shall furnish PennDOT with evidence of the approvals and permits, licenses and, where necessary, approved environmental documents.

5. UTILITY, RIGHT-OF-WAY AND PUC MATTERS

If the Project involves utility relocation, right-of-way acquisition or application to the Pennsylvania Public Utility Commission (“PUC”), the Sponsor shall proceed in accordance with the standards and criteria contained in Publication 740 and any PennDOT policies, publications, manuals or other documents referenced therein or otherwise applicable to these matters.

6. AVAILABILITY OF MUNICIPAL FUNDS

- (a) **Availability of Sponsor’s Funds.** The Sponsor, by executing this Agreement, certifies that it has on hand, or will obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the Sponsor, and not PennDOT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for state assistance and shall bear such excess costs. The Sponsor shall be solely responsible for one hundred percent (100%) of this portion of the total Project costs. The Sponsor may use any combination of funds from its own budget and/or outside sources, whether public or private.
- (b) **Liquid Fuels Tax Fund Account.** The Sponsor may use moneys from its Liquid Fuels Tax Fund account for payments to contractor(s), consultant(s) or vendor(s) (collectively, “Project subcontractors”) prior to seeking reimbursement from PennDOT, subject to the following conditions:
 - (i) The activity or item shall be otherwise eligible as a Liquid Fuels Tax Fund expenditure, in accordance with the relevant statutes governing allocations to and expenditures from the Liquid Fuels Tax Fund account; 67 Pa. Code Chapter 449, relating to Liquid Fuels Tax Funds; and Publication 9; and
 - (ii) Following reimbursement by PennDOT, the Sponsor shall promptly repay its Liquid Fuels Tax Fund account in an amount equal to the amount of Liquid Fuels Tax Fund moneys expended and shall provide PennDOT with documentation evidencing the repayment.

7. CONTRACT DEVELOPMENT

- (a) **Bid Package.** The Sponsor, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, estimates ("PS&E") and bid proposal documents required to bid the Project. Exhibit D, attached to and made a part of this Agreement, lists the documents that may be required for the bid proposal. All work shall conform with applicable state laws and requirements including, but not limited to, those outlined in the most current version of Publication 9.
- (b) **Bid Package Review and Approval.** The Sponsor, upon completion, shall submit all required bid documents to PennDOT for review and approval. PennDOT shall issue an authorization to advertise for bids, upon:
 - (i) Approval of a right-of-way certification (if applicable);
 - (ii) Approval of a Utility Clearance Assurance Statement (if applicable);
 - (iii) Completion of the PS&E review; and
 - (iv) Satisfactory resolution of any comments.
- (c) **Addenda.** PennDOT, prior to issuance to prospective bidders, must review and approve any addenda to the approved bid documents.
- (d) **Prequalification.** All bid documents shall require that the contractor be prequalified by PennDOT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders*, and that the contractor use only PennDOT-certified materials.
- (e) **Additional Insured.** All bid documents shall require that the prospective bidders name the Sponsor as an additional insured on the certificate of insurance.

8. CONSTRUCTION LETTING AND AWARD

The Sponsor shall advertise for bids, open bids and award the construction contract in its own name, in accordance with applicable federal and state laws, PennDOT policies and requirements applicable to projects not administered in PennDOT's Engineering and Construction Management System ("ECMS"). The Sponsor shall execute the contract and issue the notice to proceed.

9. CONSTRUCTION INSPECTION

- (a) **Inspection Responsibilities.** The Sponsor, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of PennDOT Publication No. 408, *Specifications*, and its amendments and supplements. The Sponsor shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of Publication 9. PennDOT, based on requirements of the most current version of PennDOT Publication 740, will determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the Sponsor's inspectors. Normally at least one full-time inspector is required for each project. PennDOT will oversee the Project but will not provide these inspection services, except for inspection of work performed on state highways, which PennDOT will conduct with its own forces or by contract.
- (b) **PennDOT's Right to Inspection.** In addition to the inspection services that the Sponsor shall provide pursuant to Subsection (a) above, PennDOT, another agency of the Commonwealth, or both, or a person designated or authorized by PennDOT shall have the absolute right to conduct, without notice, inspections related to the Project in accordance with 67 Pa. Code § 233.12, relating to inspections.

Furthermore, PennDOT shall have right to conduct additional Project-related inspections and testing as otherwise provided in the regulations.

10. PAYMENT PROCEDURES AND RESPONSIBILITIES

- (a) **Payment.** Subject to the terms set forth in this Agreement and the requirements of 67 Pa. Code § 233.13, relating to payment procedures, and in conformance with the policies adopted by PennDOT, PennDOT, from funds allocated by the General Assembly for the Program, shall make payment to Sponsor for the allowable costs of the Project. Exhibit A sets forth the Project estimated costs and the amount of financial assistance being provided under the Program. As provided in 67 Pa. Code § 233.9(c), relating to grant conditions, the assistance provided may or may not fully fund the entire costs of the Project.
- (b) **Payment Requests.** The Sponsor shall submit to PennDOT payment requests for the following items:
 - (i) Allowable costs for work performed by the Sponsor's forces on the Project;
 - (ii) Work performed on the Project by the Sponsor's contractor(s) or consultant(s);
 - (iii) Materials, supplies and equipment provided for the Project by vendors; and
 - (iv) Allowable costs incurred in the acquisition of right-of-way, utility relocations or both, if the Project involves these activities and Program funding assistance is being made available for them.
- (c) **Invoice Documentation.** Payment requests shall be limited to one request per month. Sponsor shall submit itemized invoices and include actual cost documentation, consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs, satisfactory to PennDOT.

Payment requests shall be submitted using the forms, systems, and procedures identified on the PennDOT Traffic Signal Portal (www.dot.state.pa.us/signals).

- (d) **Project Subcontractors Invoices.** The Sponsor is obligated to submit to PennDOT invoices from its Project subcontractors as it receives them, in accordance with the submission schedule set forth above, to assure prompt payment of the Project subcontractors for work performed and materials supplied to date. The Sponsor shall, within ten (10) calendar days of receipt of funds from PennDOT, make payments to Project subcontractors for services and materials properly invoiced under the Project. The Sponsor shall provide to PennDOT, within thirty (30) calendar days of receipt of award fund, by way of supporting documentation, verification of payment of Project subcontractors by means of a copy of the cancelled check or a certified letter from Project subcontractors acknowledging payment.
- (e) **PennDOT's Share of Project Costs.** Following review and approval of the payment request, PennDOT shall pay the Sponsor for PennDOT's share of allowable Project costs.
- (f) **Sponsor's Share of Project Costs.** The Sponsor shall pay PennDOT's share and, to the extent that PennDOT is not fully funding the entire costs of either the Project itself or a particular phase thereof, the Sponsor's share of these costs to its Project subcontractors within ten (10) calendar days from receipt of PennDOT's payment; provided, however, that the final ten percent (10%) of the total payment shall not be paid by the Sponsor until final inspection and approval of the Project. The Sponsor, as part of its record-keeping obligation, shall maintain records of receipt and payment of such funds. Failure to comply with this Subsection or the requirements of Section 10, shall constitute a default. If the Sponsor is a political

subdivision, PennDOT shall have the additional right to invoke Section 17 below, relating to withholding of Liquid Fuels Funds.

- (g) **Excess Costs.** The Sponsor shall be responsible for all costs not paid for or reimbursed by PennDOT with Program funds, including, but not limited to the following:
- (i) Any and all costs relating to or resulting from changes made to the approved plans or specifications;
 - (ii) Time delays and extensions of time or termination of construction work;
 - (iii) Interest for late payments;
 - (iv) Interest incurred by borrowing money;
 - (v) Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;
 - (vi) Unforeseen utility relocation costs;
 - (vii) Unforeseen costs for environmental litigation and reports; and
 - (viii) All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

This provision shall not preclude the Sponsor from modifying the scope of the Project, with the approval of PennDOT, in the event that the costs exceed the available funds.

- (h) **Additional or Extra Work.** PennDOT shall not reimburse the Sponsor for additional or extra work done or materials furnished if not specifically provided for in the approved plans and specifications, unless PennDOT has issued prior written approval of the additional or extra work or materials. If the Sponsor performs any work or furnishes any materials without PennDOT's prior written approval, the Sponsor does so at its own risk, cost and expense. The Sponsor shall not interpret PennDOT's approval as authority to increase the maximum amount of state assistance in Subsection 2(a) above.
- (i) **Final Invoice.** The Sponsor shall submit its final invoices for reimbursement, of the items set forth in Subsection (b) above to PennDOT within six (6) months of the completion of all physical work as referenced in Section 3, unless extended by letter at PennDOT's discretion prior to the end of the six- (6-) month period. If the Sponsor fails to submit its final invoices within this six- (6-) month period, it forfeits the right to all remaining state financial participation in the Project. After payment of the final invoices submitted for reimbursement, PennDOT will send a notification to the Sponsor and liquidate any remaining grant funds, and Sponsor shall not be able to request additional reimbursement.
- (j) **PennDOT Right to Validate Disbursement of Funds.** Prior to the disbursement of funds, PennDOT may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of PennDOT, that the disbursement of funds is warranted.
- (k) **Automated Clearing House Provisions.**
 - (i) **Enrollment in ACH.** The Commonwealth will make payments to the Sponsor through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Sponsor must submit or must

have already submitted its ACH information in the Commonwealth's Master Database. The Sponsor 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) **Invoice Numbers.** The Sponsor shall submit a unique invoice number with each invoice submitted. The unique invoice number shall be listed on the Commonwealth's ACH remittance advice to enable the Sponsor to properly apply PennDOT's payment to the respective invoice or program.
- (iii) **Accuracy of Information.** It is the responsibility of the Sponsor to ensure 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.

11. RECORDS AND AUDIT REQUIREMENTS

The Sponsor shall comply with the recordkeeping and audit requirements prescribed by 67 Pa. Code § 233.11 and shall allow PennDOT or any other authorized representatives of the Commonwealth access to its books, documents, papers and records pertinent to this Project for purposes of audit and examination during the Project construction period and thereafter for the period specified by the regulation. 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, the Sponsor shall keep, and shall require its contractor(s), to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable. The Sponsor shall include in any contract into which it enters with respect to the Project a clause allowing PennDOT or any other authorized representatives of the Commonwealth access to the records

of the Sponsor's contractor or vendor for purposes of accounting and audit.

12. ABANDONMENT OR POSTPONEMENT OF PROJECT

If the Sponsor abandons or indefinitely postpones the Project, it may terminate this Agreement by sending PennDOT a thirty- (30-) day written notice of termination, with the understanding that, since PennDOT will not participate in any costs of a Project that is not completed and since PennDOT must be reimbursed for all costs incurred by it for the Project, the Sponsor must reimburse PennDOT accordingly. Furthermore, PennDOT itself may consider the Project to be abandoned because of lack of activity on the Project by the Sponsor or failure to pay its contractor(s) or consultant(s). In either case, the Sponsor shall reimburse PennDOT, within thirty (30) days of receipt of a statement from PennDOT, in an amount equal to the sum of (i) all state funds received by the Sponsor for redeposit into Appropriation 244 of the Motor License Fund and (ii) all costs incurred by PennDOT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the Sponsor.

13. MAINTENANCE AND OPERATION OF IMPROVEMENTS

A. Maintenance and Operation Requirements. For improvements situated within local roads and rights-of-way, the following requirements apply:

- (1) **Sponsor's Responsibilities.** The Sponsor, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement. The Sponsor shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The Sponsor certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:
 - (a) Periodic inspections;
 - (b) Functional review of traffic operations;
 - (c) Appropriate preventative maintenance, which shall include, where

- applicable, cleaning, lubricating and refurbishing of electrical equipment;
- (d) A systematic record-keeping system; and
- (e) A means to handle the notification and implementation of emergency repairs.

As part of this required maintenance program, the Sponsor shall establish or maintain, if it is not doing so already, a functional traffic engineering unit in conformity to Exhibit E, attached to and made a part of this Agreement. As used in this exhibit, the term "MUNICIPALITY" refers to the Sponsor.

- (2) **No Exemption from Compliance.** The existence of functioning maintenance and operation services shall not exempt the Sponsor from complying with the provisions of the Vehicle Code (75 Pa. C.S. § 101 *et seq.*), as amended, pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*), as amended.
- (3) **Enforcement of Statutes, Regulations or Ordinances.** The Sponsor and PennDOT agree that each party shall administer, enforce and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements, including parking regulations and traffic controls as necessary. The parties further agree that the enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law of 1945, as amended, as well as those ordinances, rules and regulations issued by appropriate governmental agencies in implementation of these statutes.
- (4) **Failure to Maintain.** The Sponsor acknowledges that PennDOT may disqualify the Sponsor from future state participation on Sponsor-maintained projects if the

Sponsor fails to:

- (a) Provide for the proper maintenance and operation of the completed improvements; or
 - (b) Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.
- (5) **Withholding State Funds.** The Sponsor agrees that PennDOT shall withhold state funds until one or both of the following (as applicable) have taken place:
- (a) The Sponsor has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to PennDOT.
 - (b) The Sponsor has brought the traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to PennDOT.
- (6) **Reimbursement from Railroad or Other Party.** This Agreement is without prejudice to the right of the Sponsor to receive reimbursement for maintenance costs from any railroad or party other than PennDOT, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

H. Improvements Situated Within PennDOT Roads and Right-of-Way. For improvements situated within PennDOT roads and rights-of-way, PennDOT, as the entity exercising authority and jurisdiction over those roads and rights-of-way, shall operate and maintain all of the completed improvements financed with Program funds as part of the state highway system, consistent with the requirements of the Vehicle Code, as amended; the State Highway Law of 1945, as amended; and

Commonwealth regulations; provided, however, that the following requirements shall apply to the following specific types of improvements:

- (1) **Signalization.** All traffic signals shall be operated by the Sponsor, pursuant to a separate traffic signal maintenance agreement between PennDOT and the Sponsor and a traffic signal permit issued by the PennDOT to the Sponsor. If there are official traffic-control devices other than traffic signals, the Sponsor shall operate them in accordance with the approvals or authorizations issued by PennDOT to the Sponsor.
- (2) **Curbing, Sidewalk, and Other Improvements.** Maintenance responsibility for curbing, sidewalks and other improvements situated beyond the curb face or curb lines shall be in accordance with the current version of PennDOT Publication No. 23, *Maintenance Manual*.
- (3) **Drainage Improvements.** Maintenance responsibility for drainage improvements shall be in accordance with the current version of PennDOT Publication No. 23, *Maintenance Manual*.
- (4) **Crosswalks.** The Sponsor shall be responsible for maintenance of crosswalks. In addition, the Sponsor shall be responsible for maintenance of PennDOT's roadway on either side of the crosswalk for such distance as PennDOT shall prescribe.

14. COMPLIANCE WITH LEGISLATION, REGULATIONS, AND POLICIES.

The Sponsor shall comply with all laws, regulations, and applicable policies when undertaking the Project, including the following:

- (a) **Federal Statutes and Regulations.** The Manual on Uniform Traffic Control Devices (MUTCD), approved by the Federal Highway Administrator as the National Standard

in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2);

(b) **Pennsylvania Statutes and Regulations.** The Pennsylvania Vehicle Code (75 Pa. C.S. §§ 3111 – 3115 and §§ 6101 – 6129), PennDOT Regulations (67 Pa. Code §§ 205 and 212), and the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1 – 165.17);

(c) **Steel Products.** Steel products used in the Project must comply with the Steel Products Procurement Act (73 P. S. §§ 1881 – 1887); and

(d) **PennDOT Policy.**

- (i) PennDOT Publication 13M (Design Manual 2: Highway Design);
- (ii) PennDOT Publication 35 (Bulletin 15 - Approved Construction Materials);
- (iii) PennDOT Publication 46 (Traffic Engineering Manual);
- (iv) PennDOT Publication 72M (Roadway Construction Standards);
- (v) PennDOT Publication 111 (Traffic Control Pavement Marking and Signing Standards);
- (vi) PennDOT Publication 148 (Traffic Standards [TC-8800 Series] Signals);
- (vii) PennDOT Publication 149 (Traffic Signal Design Handbook);
- (viii) PennDOT Publication 191 (Traffic Signal Maintenance Manual);
- (ix) PennDOT Publication 213 (Temporary Traffic Control Guidelines);
- (x) PennDOT Publication 236 (Handbook of Approved Signs);
- (xi) PennDOT Publication 408 (Highway Specifications);
- (xii) PennDOT Publication 669 (Traffic Signal Inspection Pocket Guide);
- (xiii) PennDOT Traffic Engineering Forms; and
- (xiv) All active PennDOT Strike-Off Letters.

15. DIVERSE BUSINESS PARTICIPATION FOR NON-FEDERAL-FUNDED PROJECTS.

If the Sponsor is a local transportation organization (as defined pursuant to 74 Pa.C.S. § 303(b), which includes, but is not limited to municipalities functioning as transit providers), the Sponsor shall comply with Section 303 of Title 74 of Pennsylvania Statutes, 74 Pa. C.S. § 303 (diverse business participation).

16. INDEMNIFICATION

The Sponsor shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, PennDOT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, relating to personal injury, including death, or property damage, arising out of the preliminary engineering, final design, right-of-way acquisition, utility relocation, construction, operation or maintenance of the Project improvements, by the Sponsor, its consultant(s) or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Sponsor, its consultant(s) or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

17. WITHHOLDING OF LIQUID FUELS FUNDS (POLITICAL SUBDIVISIONS ONLY)

If the Sponsor is a political subdivision and it fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of thirty (30) days, the Sponsor authorizes PennDOT to withhold so much of the Sponsor's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse PennDOT in full for all costs due under this Agreement; and the Sponsor authorizes PennDOT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

18. REPORTING REQUIREMENTS - TRAFFIC SIGNALS

The Sponsor shall comply with the reporting requirements contained in PennDOT Publication 191 (Traffic Signal Maintenance Manual) for the life of traffic signal equipment installed by the Project. At the completion of the Project, Sponsor shall update PennDOT's Traffic Signal Asset Management System (TSAMS) to indicate any traffic signal work was completed in accordance with this Agreement.

19. REQUIRED CONTRACT PROVISIONS

The Sponsor shall provide in its contracts for the Project that designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of- way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, antisolicitation, information and reporting provisions.

The Sponsor shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the following required Commonwealth provisions. As used in these provisions, “Grantee” or “Contractor” refers to the Sponsor:

- (a) **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause [Grants], attached as Exhibit F.
- (b) **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G;
- (c) **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H; and
- (d) **Contractor Responsibility Provisions.** The current version of the Contractor Responsibility Provisions, attached as Exhibit I.

20. OFFSET PROVISION

The Commonwealth of Pennsylvania (“Commonwealth”) may set off the amount of any state tax liability or other obligation of the Sponsor or its subsidiaries to the Commonwealth against any payments due the Sponsor under any contract with the Commonwealth.

21. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Sponsor shall comply with, the clause entitled Grant Provisions – Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Grantee” refers to the Sponsor.

22. APPLICABLE LAW

The Agreement shall be governed by, 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 Sponsor consents to the jurisdiction of the courts of the Commonwealth of Pennsylvania and federal courts in Pennsylvania, waiving claims or defenses that the forum is not convenient or proper. Any Pennsylvania court shall have in personam jurisdiction over the Sponsor and the Sponsor 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 the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

24. SEVERABILITY

The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and 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.

25. INDEPENDENCE OF THE PARTIES

The parties understand by and between themselves that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Sponsor and PennDOT, or as constituting PennDOT as the representative or general agent of the Sponsor for any purpose whatsoever.

26. NO THIRD-PARTY BENEFICIARY RIGHTS

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

27. ASSIGNMENT

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

28. 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 addresses provided below, either by regular mail, e-mail or delivery in person, at the following addresses:

If to PennDOT:

Steve Gault, P.E., PTOE
Bureau of Operations
400 North Street
Harrisburg, PA 17120-0088
arle@pa.gov
(717)787-6988

If to Sponsor:

Dan Santoro
Cranberry Township
2525 Rochester Road, Suite 400
dan.santoro@cranberrytownship.org
(724) 776-4806

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

29. FORCE MAJEURE

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

30. TITLES NOT CONTROLLING

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

31. 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.

ATTEST:

SPONSOR

Signature Affixed Electronically – see last page

Signature Affixed Electronically – see last page

Title: Date

Title: Date

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Signature Affixed Electronically – see last page
BY _____
Division Chief Date

APPROVED AS TO LEGALITY
AND FORM:

Signature Affixed Electronically – see last page
BY _____
for Chief Counsel Date

FUNDS COMMITMENT DOC. NO.: C920001390
AMOUNT: \$ 300,000.00

Signature Affixed Electronically – see last page
BY _____
Deputy General Counsel Date

Signature Affixed Electronically – see last page
BY _____
for Comptroller Operations Date

Signature Affixed Electronically – see last page
BY _____
Deputy Attorney General Date

AT-89.6

PROJECT ESTIMATED COSTS

	Grant Amount	Sponsor Match	Subtotals
--	--------------	---------------	-----------

Total Project Estimate	\$300,000.00	\$253,303.00	\$553,303.00
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Sponsor Match %	45.78
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COUNTY: Butler

SPONSOR: Cranberry Township

PROJECT TITLE: Route 19 & Progress Avenue Intersection Improvements Project

Project Agreement. No.: C920001390

COMMUNITY AND ECONOMIC DEVELOPMENT

Single Application for Assistance

Application #: 202107015857 Web App ID #: 8814329 E-Signature: Rebecca Burk Status: Under Review

I. PROFILES

Name:	Cranberry Township	CEO:	Dan Santoro
CEO Title:	Township Manager	Address:	2525 Rochester Road, Suite 400
City:	Cranberry Township	State:	PA
Zip:	16066-6499	FEIN:	*****
NAICS Code:	9211	Contact Name:	Dan Santoro
Type of organization:	Government	Phone:	(724) 776-4806
Title:	Township Manager	SAP Vendor #:	159022
Fax:	(724)-776-4420	PA Revenue Tax Box No:	
Email:	dan.santoro@cranberrytownship.org	Internet Access:	<input type="radio"/> Yes <input type="radio"/> No

Business Specific Information:

Current # Full-time Jobs in Pennsylvania:		Current # Full-time Jobs Worldwide:	
Company Ownership:	<input type="checkbox"/> Minority Owned <input type="checkbox"/> Woman Owned <input type="checkbox"/> N/A Ethnicity (Optional):	Type of Organization:	
Total Sales \$:		Total Export Sales \$:	
R&D Investment as % of Revenue:		Employee Training Investment as % of Revenue:	

Name:	Cranberry Township	CEO:	Dan Santoro
CEO Title:	Township Manager	Address:	2525 Rochester Road, Suite 400
City:	Cranberry Township	State:	PA
Zip:	16066-6499	FEIN:	*****
NAICS Code:	9211	UC#:	

Contact Name:	Dan Santoro	Title:	Township Manager
Email:	dan.santoro@cranberrytownship.org	Phone:	(724) 776-4806
Internet Access:	<input type="radio"/> Yes <input type="radio"/> No	Fax:	(724)-776-4420

Name:	Address:
City:	State:
Zip:	FEIN: *****

II. PROJECT SITE LOCATIONS(S)

Site Information: 1

Address:	Route 19 & Progress Avenue	City:	Cranberry Township
State:	PA	Zip:	16066-6499
County:	Butler	Municipality:	Cranberry Township
PA House:	H012	PA Senate:	S021
Full-time Jobs Created:		Current Number of Full-time Jobs:	

III. PROJECT INFORMATION

Have you been talking with anyone at the agency about your project?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If yes, please indicate who:	District 10 - Cory Shaffer, David Tomaswick, James Schepis
Project Name (max 60 characters):	Route 19 & Progress Avenue Intersection Improvements Project
Is this project related to another previously submitted project?	<input type="radio"/> Yes <input checked="" type="radio"/> No

IV. TYPE OF ENTERPRISE (Check appropriate box or boxes)

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Export Service
<input type="checkbox"/> Agricultural Processor	<input type="checkbox"/> Food Processing
<input type="checkbox"/> Agricultural Producer	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Authority	<input type="checkbox"/> Healthcare
<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Hospitality

<input type="checkbox"/> Business / Financial Services	<input type="checkbox"/> Industrial
<input type="checkbox"/> Call Center	<input type="checkbox"/> Manufacturing
<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Mining
<input type="checkbox"/> Commercial	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Community Development Provider	<input type="checkbox"/> Professional Services
<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Recycling
<input type="checkbox"/> Defense Related	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Economic Development Provider	<input type="checkbox"/> Research & Development
<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Retail
<input type="checkbox"/> Emergency Responder	<input type="checkbox"/> Social Services Provider
<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Tourism Promotion
<input type="checkbox"/> Export Manufacturer	<input type="checkbox"/> Warehouse & Terminal

Please fill in when Other specified.

V. HOW WILL THE ASSISTANCE BE USED? (Check appropriate box or boxes)

Type of Financial Assistance:

<input type="checkbox"/> Acquisition	<input type="checkbox"/> Operating Cost/Working Capital
<input type="checkbox"/> Infrastructure/Site Prep	<input type="checkbox"/> Related Costs
<input type="checkbox"/> Machinery & Equipment	<input type="checkbox"/> Other
<input type="checkbox"/> General Construction	

How Will Assistance be used:

<input checked="" type="checkbox"/> Community Development/Revitalization	<input type="checkbox"/> Export - International (out of USA)
<input type="checkbox"/> Community Services	<input type="checkbox"/> Housing
<input type="checkbox"/> Crime Prevention	<input type="checkbox"/> Planning
<input checked="" type="checkbox"/> Economic Development/Revitalization	<input type="checkbox"/> Recreation
<input type="checkbox"/> Education	<input type="checkbox"/> Tax Credits
<input type="checkbox"/> Environmental	<input type="checkbox"/> Technology Development
<input type="checkbox"/> Export - Domestic (out of PA)	<input type="checkbox"/> Tourism Promotion

Please fill in when Other specified. [ActivitiesOther]

VI. GAT DATA (if applicable)

Project Budget:

Total Project Cost:

Private Investment:

GAT Project Info:**GAT Contact:****GAT Contact Email:****GAT Project ID #:****Offer Letter Sent Date:****GAT Summary:****Job Info:****Total Jobs Created:****Current PA Employment:****Funding Project Assistance:****Programs****Amount****Fiscal Year****VII. PROJECT BUDGET****Include all sources of funds and project costs. (Including monies not financed with agency funds.)**

	ARLE Funding Program	Monetary Local	Local In-Kind	Total
Requested Amount	\$300,000.00	\$253,303.00	\$0.00	
Preliminary Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Final Design Cost	\$0.00	\$0.00	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00
Construction Cost	\$300,000.00	\$253,303.00	\$0.00	\$553,303.00
Total	\$300,000.00	\$253,303.00	\$0.00	
			Budget Total:	\$553,303.00

Budget Narrative

The Route 19 & Progress Avenue Intersection Improvements Project has two groups of improvements - 1. Roadway Reconstruction and Related Work; and 2. Traffic Signal and Related Work. The total estimated cost of all improvements is \$1,027,886; however, the ARLE scope of work is limited to Traffic Signal and Related Work, which includes construction of the traffic signal, traffic control, and construction inspection. The total estimated cost for the ARLE scope of work is \$553,303, which includes the following improvements:

TRAFFIC SIGNAL AND RELATED WORK

Post Mounted Signs, Type B, Steel Square Post

Post Mounted Signs, Type F

Traffic Signal Support, 50' Mast Arm with Luminaire Arm (30' Mounting Height)

Traffic Signal Support, 60' Mast Arm
 Traffic Signal Support, 60' Mast Arm with Luminaire Arm (30' Mounting Height)
 Pedestrian Stub Pole, Type B
 Junction Box, JB-2
 1 Inch Conduit
 4 Inch Conduit
 Trench and Backfill, Type I
 Trench and Backfill, Type IV Modified
 Signal Cable, 14 AWG, 3 Conductor
 Signal Cable, 14 AWG, 5 Conductor
 Signal Cable, 14 AWG, 7 Conductor
 Junction Box, JB-27
 Electrical Service, Type C
 Electrical Service, Type C
 Vehicular Signal Head, Three 12" Sections
 Vehicular Signal Head, Four 12" Sections
 Vehicular Signal Head, Five 12" Sections
 LED Countdown Pedestrian Signal Head, Type A
 Pedestrian Push Button
 Video Detector
 Radar Detection System
 Acoustic Preemption System
 LED Luminaire, Arm Mount
 NEMA TS-2, Type 1 Controller Assembly, Type 1 Mounting
 1-1/4 Quad Interduct Conduit for Signal Interconnect
 Single-Mode Fiber Optic Cable, 48 Conductor
 Traffic Signal Interconnect Junction Box
 Single-Mode Fiber Optic Cable, Splice for Mid-Span Access
 Axis P.T.Z. Video Camera

In March 2021, the Pennsylvania Department of Community & Economic Development announced a \$250,000 grant award through the Multimodal Transportation Fund for the Route 19 & Progress Avenue Intersection Improvements Project. The grant funds will be used specifically for the Roadway Reconstruction and Related Work, which includes design, utilities, right-of-way, and widening of Progress Avenue for a left turn lane. The total estimated cost for Roadway Reconstruction and Related Work is \$474,583, which includes the following improvements:

ROADWAY RECONSTRUCTION AND RELATED WORK

Excavation
 Embankment (Foreign Borrow)
 Roadway Widening
 Pavement Mill & Overlay
 Storm Lines and Inlets
 Concrete Curbs Ramps and Sidewalks
 Concrete Curbing
 Driveway Adjustment
 Relocation of Fencing
 Relocation of Industrial Park Sign

VIII. BASIS OF COSTS

<input type="checkbox"/> Appraisals	<input checked="" type="checkbox"/> Engineer Estimates
<input type="checkbox"/> Bids/Quotations	<input type="checkbox"/> Sales Agreements
<input type="checkbox"/> Contractor Estimates	<input type="checkbox"/> Budget Justifications

IX. PROJECT NARRATIVE SUMMARY

Project Description

Cranberry Township is a fast-growing community in southwestern Pennsylvania, home to more than 31,000 residents and 24,000 jobs with workers commuting from Allegheny, Beaver, Butler, Lawrence, Washington, Armstrong, and Mercer Counties. The Township is situated at the crossroads of five major transportation corridors Interstate 79, Interstate 76 (Pennsylvania Turnpike), and State Routes 19, 228, and 3020 (Freedom Road). Once a rural thoroughfare, Route 19 has experienced rapid and extensive growth in development with 12 traffic signals in Cranberry Township alone. The road is a designated detour for Interstate 79 and the Pennsylvania Turnpike, and links neighborhoods to employment centers and schools, among other destinations. Route 19 is one of the main north-south roadways for accessing the Township.

The intersection of Route 19 and Progress Avenue has been classified as deficient in the Cranberry Township Capital Improvement Plan for more than 15 years. A 2006 traffic impact study, and update in 2017, both determined a signal was warranted for the Project site. A copy of the signal warrant determination is included with this submission. Route 19 is a two-way, two-lane roadway identified by PennDOT as a Critical Corridor and part of the National Highway System. Progress Avenue is a two-way, one lane roadway. The Project site provides access to one of the Townships largest industrial properties, creating significant truck traffic along Route 19. In 2019, PennDOT reported 33,000 vehicles travel along Route 19 each day. The Average Annual Daily Traffic (AADT) on Progress Avenue is approximately 1,500 vehicles.

Cranberry Township is proposing the following transportation improvements to the Project site with the requested ARLE funds:

1. Construction of a signalized intersection at State Route 19 (Route 19) and Progress Avenue that will coordinate with thirteen (13) other signalized intersections along Route 19 to provide progression through the corridor. The Project features a 3-phase signalization 1. A northbound/southbound left turn phase; 2. A northbound/southbound through phase; and 3. An eastbound/westbound phase. The traffic signal is necessary to improve system reliability at the intersection where traffic demand currently exceeds capacity.

The following improvements will be constructed outside the ARLE scope of work. Please refer to the Project Budget for additional details.

1. Construction of an eastbound left-turn lane on Progress Avenue to reduce angle crashes.
2. Construction of concrete curb ramps, sidewalks, signal heads, and push buttons to provide pedestrian mobility.
3. Relocation of existing fencing and industrial park signage on Progress Avenue to accommodate new turning lane and signalized intersection.

Project Safety Features

The proposed signal will address signal timing improvements to enhance traffic flow and reduce crashes

as the new infrastructure will be synced with the Township's Traffic Management System, an innovative approach to overcoming traffic challenges and coordinating operations. From 2012 to 2017, there were twenty-seven (27) crashes at the intersection of Route 19 and Progress Avenue. In the last three years alone, a total of thirteen (13) crashes have occurred at the Project site, which includes twelve (12) angle crashes and one (1) lane change crash. Since 2017, six (6) of the crashes reported at the Project site have resulted in injury. Most of the accidents occur as motorists egress the local Dairy Queen to Progress Avenue. Over the last decade, there have been two fatalities at this intersection and the site has the highest and most significant crash history for all unsignalized intersections in Cranberry Township. The current speed limit along Route 19 is 45 miles per hour and 35 mile per hour along Progress Avenue. Unsignalized access is dangerous due to the volume and speed of vehicles, along with the lack of gaps in traffic to access Route 19. An existing two-way center turn lane and numerous local business driveways along this portion of Route 19 lead to a high number of potential crossing conflicts with turning vehicles. There are currently no provisions for bicyclists or pedestrians at the Project site. The Highway Capacity Manual defines Level of Service (LOS) as a mechanism used to determine how well a transportation facility is operating from a travelers perspective. Each roadway is assigned a letter designation from A to F, with LOS A representing the best operating conditions, and LOS F the worst. The peak hour LOS on Route 19 is C and the peak hour LOS on Progress Avenue is E.

Cranberry Township is a progressive municipality employs state of the art technologies to maintain traffic efficiency on its transportation network. Cranberry Townships Traffic Operations Center (TOC) is responsible for maintaining and programming 41 signals along state and local roads within Cranberry Township. The Townships TOC also maintains signals through an Inter-Municipal Traffic Signal Maintenance Agreement with surrounding communities. The goal of Cranberry Townships TOC is to continually collect and incorporate real-time data inputs against historical data to predict traffic delays that can then be directed to dynamic message boards, smart phone applications, social media and text message alerts. The proposed pedestrian and bicycle infrastructure will provide connections to adjacent developments, including a planned 4.29-acre development on the east side of the Project site along Route 19. Cranberry Township has become a regional transportation leader for its proactive strategy to leverage private investment to strengthen pedestrian and vehicular connections, diversify transportation options, and promote sustainability.

Project Cost Effectiveness

The Project is considered cost effective for the following reasons:

- 1. The basis of the cost estimate for the Project is commensurate with PennDOT's Bureau of Project Delivery Estimating Manual. The cost estimate is based on information contained in the Departments Engineering and Construction Management System (ECMS). The level of design and complexity of the Project were incorporated in the preparation of the cost estimate.**
- 2. The Project will be designed to adhere to PennDOT Design Manual, Highway Design.**
- 3. The basis of the cost estimate and design of the Project are commensurate with the other previously completed intersections in Cranberry Township. PennDOT District 10 has been involved in the development and construction of other intersection improvements in Cranberry Township.**
- 4. Transportation improvements to Project area have been discussed PennDOT, Butler County, and local municipal officials, among other partners for more than a decade. Traffic studies, alternative analyses, and public outreach have all been completed.**

Project Schedule

Cranberry Township anticipates the Project will be completed in the following schedule:

Bid Advertisement: October 2022 - December 2022

Construction: March 2023 - December 2023

Restoration Activities: December 2023

MANAGEMENT SECTION

Responsible Office: Center for Community Financing

Responsible Office Director:

Responsible Account Mgr: Gault, Steve

GAT Account Mgr:

PROGRAM NAME : ARLE Funding Program

Adjustment	Recommended Amount	Approved Amount	Start/Loan Closing Date	Status
				Being Analyzed

PROJECT ADDENDA

PROGRAM REQUIREMENTS

☐ Are you submitting an application for a local government, planning organization, or commonwealth agency?
Local government includes any county, city, borough, incorporated town, township or home rule municipality, or other local boards or bodies having authority to enact laws relating to traffic. Planning Organization includes any Metropolitan Planning Organization (MPO), Rural Planning Organization (RPO), or County Planning Organization.
Yes

ARLE FUNDING PROGRAM ADDENDAV2

☐

☒ **NOTICE:** By submitting an application for this grant program Applicant expressly acknowledges and confirms that the signatures affixed to any document submitted to the Pennsylvania Department of Transportation (PennDOT) through eGrants comply with all legal requirements applicable to the Applicant organization and are legally binding. PennDOT will rely on the signatures as originating from persons possessing requisite legal authority to contractually bind the Applicant, and if awarded a grant, the Grantee.

PROJECT SUMMARY

1. Project Type:

Select the "Project Type" that identifies the majority scope for your project.
Signal System Installation

2. Crash Modification Factor (CMF) for proposed improvement. [Refer Here](#)

A. Counter Measure

Install a Traffic Signal (Major Road Speed Limit at Least 40MPH)

B. Targeted Crash Type

Left-Turn Crashes

C. CMF ID

322

D. CMF

0.95

JOINT MUNICIPALITY PROJECT**3. Is this a Multi Municipality application?**

No

PROJECT LOCATION**4. Location Description:**

The Project is located at the intersection of Route 19 and Progress Avenue in Cranberry Township, Butler County. Transportation improvements will be constructed on T651 (Progress Avenue) and State Route 19 (Route 19). The zoning adjacent to the intersection is Special Use (SU-1) and Mixed Use (MU). The intersection of Route 19 and Progress Avenue is currently home to three (3) businesses Fun Fore All Family Fun Park, Cranberry Dairy Queen, and Cleveland Brothers, a full-service equipment dealer that serves numerous industries including construction, agriculture, landscaping, forestry, governmental, oil and gas, power generation, and trucking. In addition, Progress Avenue is also an access point to Cranberry Industrial Park and Cranberry Business Park. Cranberry Business Park alone offers more than 750,000 sq. ft. of office and flex/industrial space. Approximately 3,200 people work at one of the 65 businesses located in Cranberry Business Park. The ARLE scope of work will result in the construction of a four-leg signalized intersection. In operations since the 1980s, Cranberry Dairy Queen is located along Route 19, across the entrance to Progress Avenue. Presently, the driveway to Dairy Queen allows for entrance only. Cranberry Township is proposing the reconfiguration of the driveway to provide full-access.

5. Is the project within five miles of an existing Automated Speed Enforcement System?

No

A. Identify the location of the Automated Speed Enforcement System, and the distance from the project location to the Automated Speed Enforcement location [Refer Here for ASE location](#):

Not Applicable

6. Project Location Roadway Functional Classification:

Principal Arterial

7. Location:

Intersection

Provide Intersection Details**A. Major Road Name:**

Perry Highway

B. Major Road Route Number:

19

C. Traffic Control:

4-Leg Signalized

D. Major Road Annual Average Daily Traffic (AADT):

33,000

E. Major Road Speed Limit:

45

F. Minor Road Name:

Progress Avenue

G. Minor Road Route Number:

T651

H. Minor Road Annual Average Daily Traffic (AADT):

1,500

I. Minor Road Speed Limit:

35

Provide Segment Details

A. Road Name:

B. Route Number:

C. Annual Average Daily Traffic (AADT):

D. Beginning and Ending Landmarks/Segments and Offsets:

E. Length in feet:

F. Speed Limit:

TRAFFIC SIGNALS

8. Does this project involve existing traffic signals?

No

9. If the project involves existing traffic signals, add each existing traffic signal to the table below (Locate signal code [here](#)).

TSAMS Signal ID TSAMS Detail

No data has been entered.

PROJECT LOCATION MAP

10. Upload Project Location Maps

Uploaded Documents

Cranberry Township - Project Location Map.pdf [View](#)

MAINTENANCE AND OPERATIONS PLAN

11. Describe Current and Past Maintenance and Operations Plan:

Provide a description of how the proposed improvement will be properly maintained and operated in accordance with Department guidelines such as Publication 191. Guidelines for the Maintenance of Traffic Signals System. Also, include documentation of past maintenance and operations programs in the municipality.

Cranberry Townships Public Works Operations utilizes an in-house Traffic Signal Division, which is responsible for the maintenance and functionality of the Townships Traffic Management System. Cranberry Townships Traffic Operations Center (TOC) is responsible for maintaining and programming 41 signals along state and local roads within Cranberry Township, as well as eight (8) coordinated traffic signals in three adjoining communities (Adams Township and Seven Fields Borough in Butler County; Marshall Township in Allegheny County) through an Inter-Municipal Traffic Signal Maintenance Agreement. Cranberry Township can perform all traffic signal duties in-house, which includes weekly system checks throughout the year to ensure operability. Inspections of cabinets, structures, paperwork and/or permits, MMU

certification, grounding, load testing, and terminal cleaning are conducted annually. Signal heads, signs, batteries, and PTZ and detection equipment are conducted quarterly, while pedestrian crossings are reviewed monthly. Cranberry Township is also able to perform all emergency signal controller, cabinet, signal and signal pole repairs and installations in-house as needed. A copy of Cranberry Township's Annual Maintenance and Operations Plan is included with this submission.

12. Who performs maintenance within the municipality?

☒ Municipality Forces ☐ Maintenance Contract in Place

13. What is the timeframe to address maintenance problems?

24 Hours or less

14. Upload Maintenance and Operations Plans

Uploaded Documents

Cranberry Township - Annual Maintenance and Operations Plan.pdf [View](#)

15. Upload Project Schedules

Uploaded Documents

Cranberry Township - Project Schedule.pdf [View](#)

16. Upload Cost Estimates

Uploaded Documents

Cranberry Township - Cost Estimate.pdf [View](#)

SUPPORTING DOCUMENTS

17. Please attach any additional documents which help support this application (i.e. photographs, plans, diagrams, letter of support, etc.).

Uploaded Documents

Cranberry Township - Conceptual Sketch Plan.pdf [View](#)
Cranberry Township - Crash Summary and News Articles.pdf [View](#)
Cranberry Township - Existing Conditions, Photographs.pdf [View](#)
Cranberry Township - Letters of Support.pdf [View](#)
Cranberry Township - Project Scoping Form.pdf [View](#)
Cranberry Township - Signal Warrant, 2017.pdf [View](#)
Cranberry Township - Traffic Study, 2006.pdf [View](#)
Cranberry Township - Traffic Volume on Progress Avenue - 2017.pdf [View](#)

A. Attachments Description:

B. Attachments Comments:

Authorized Official(s)

18. Who has authority to sign the agreement? Please list name(s), title(s), and email address(es).

Contact Title	Contact Name	Contact Email	Contact Phone
Township Manager	Dan Santoro	dan.santoro@cranberrytownship.org	724-776-4806
		Exhibit B	

LETTER OF ADJUSTMENT

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text. PA Click or tap here to enter text.

Re: Click or tap here to enter text.
Click or tap here to enter text.

Dear Sponsor(s):

Per the terms of the subject agreement, PennDOT is extending the Construction Completion Date to [INSERT DATE] and the Agreement Expiration Date to [INSERT DATE].

We are requesting your concurrence as to the adjustment of the above-referenced Agreement. If you agree to the adjustment, please execute this letter.

Your response is required no later than [INSERT RESPONSE DEADLINE].

All terms and conditions about the Agreement and its amendments (if any) not affected by this Letter of Adjustment remain in full force and effect.

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

On behalf of the above-named Sponsor, I agree to the adjustment of the above-referenced Agreement. I agree to all terms and conditions included in the subject Agreement and all previous amendment thereto, if any.

Signature: Signature Affixed Electronically – see last page
Title _____ Date _____

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY Signature Affixed Electronically – see last page
Division Chief Date

FUNDS COMMITMENT DOCUMENT
NO.

BY Signature Affixed Electronically – see last page
for Comptroller Operations Date

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

All Original Plan Sheets
Engineer's Pre-Bid Construction Cost Estimate

B. Bid Proposal and Specifications (to prospective bidders) Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder's Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference (if any)
Award of Contract
Anticipated Notice to Proceed Date
Sworn Affidavit
Act 287
Act 247
Air Pollution Control
Utilities
Specifications
General Contract Conditions

Attachments to Bid Proposal and Specifications

Pre-bid Construction Schedule
Notice
Prevailing Minimum Wage
Special Supplement—Anti-Pollution Measures
Commonwealth Nondiscrimination/Sexual Harassment Clause

**GUIDELINES TO PREPARING
MUNICIPAL METHOD OF
MAINTENANCE OPERATION AND SERVICES**

1. The MUNICIPALITY must provide for the proper maintenance of all completed project(s) under its jurisdiction. To comply with this federal requirement, the MUNICIPALITY shall establish or maintain a functional traffic engineering unit throughout the design life of all projects.
2. A functional traffic engineering unit consists of, at a minimum:
 - (a) A competent and qualified traffic engineer; and
 - (b) A maintenance staff with at least one licensed electrician skilled in the operation and repair of traffic signal equipment.
3. To be considered capable of effectively maintaining completed projects, the municipal maintenance staff must be provided with the proper equipment and materials necessary, at a minimum, to:
 - (a) Repair and replace worn out or damaged signal equipment;
 - (b) Install new and replace damaged or obsolete traffic signs; and
 - (c) Install or replace paint and thermoplastic pavement markings.
4. The MUNICIPALITY should evaluate its present and proposed organizational charts to determine if the MUNICIPALITY is capable of providing a functional traffic engineering unit within its government. Guidelines for considering the inclusion of a functional traffic engineering unit have been published by the Institute of Traffic Engineers (“ITE”), and should be reviewed by MUNICIPALITY in evaluating their organizational chart. The ITE guidelines make reference to the Model Traffic Ordinance (*Uniform Vehicle Code and Model Traffic Ordinance*, published by the National Committee on Uniform Traffic Laws and Ordinances) as being the best method of providing the legal basis for establishing a traffic engineering function.
5. If the MUNICIPALITY is unwilling or unable to provide the traffic engineering function from within its organization, the MUNICIPALITY has the option of contracting with an outside agent or agency for the required traffic engineering expertise and maintenance.

6. Functional Traffic Engineering Unit Method.

- (a) In preparing to comply with this Exhibit, the MUNICIPALITY must select one of the following methods for providing a functional traffic engineering unit:
 - (i) Municipal Traffic Engineer and Municipal Maintenance Staff;
 - (ii) Contractual Traffic Engineer and Municipal Maintenance Staff;
 - (iii) Contractual Traffic Engineer and Contractual Maintenance Staff; or
 - (iv) Municipal Traffic Engineer and Contractual Maintenance Staff.
- (b) Depending on which method is chosen, the guidelines for the functional traffic engineering unit shall include, but not be limited to, the following:
 - (i) **Municipal Traffic Engineer:**
 - (1) A brief description of educational background and work experience, including length of employment as Municipal Traffic Engineer;
 - (2) A description of duties assigned and powers delegated to the Municipal Traffic Engineer under municipal ordinance; and
 - (3) A municipal organizational chart showing the Traffic Engineer's position in the hierarchy of municipal government.
 - (ii) **Municipal Maintenance Staff:**
 - (1) The number of employees permanently assigned to this function and the number which may be assigned on a temporary basis;
 - (2) A brief description of the organization of the staff, including the length of time that it has been in existence; and
 - (3) A clear demonstration of the maintenance staff's ability to properly maintain and repair traffic signal equipment.

(iii) **Contractual Traffic Engineer.**

- (1) The MUNICIPALITY's assurance that the Contractual Traffic Engineer hired is qualified and competent in all aspects of traffic engineering; and
- (2) It will not be necessary to include the name and professional background of the individual or organization.

(iv) **Contractual Maintenance Staff:**

- (1) A brief description of the organization to be hired, including a history of its experience in this field; and
- (2) The MUNICIPALITY's assurance that the organization is capable of properly maintaining and repairing traffic signal equipment and that it has adequate staff available in case of emergency.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and



subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

Exhibit F



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 G

- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S.*



§13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

- g.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit G



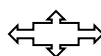
PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H



Contractor Responsibility Provisions

(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.

Exhibit I

Grant Provisions – Right to Know Law

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

EXHIBIT J

- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

EXHIBIT J

Contract: C920001390 - Signature Log
The effective date of this agreement is 08/16/2022 ("Effective Date").

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Letter	01/13/2022	Dan Santoro	Township Manager
Grantee	06/21/2022	Dan Santoro	Township Manager
Executive	06/28/2022	Tomlinson, Douglas	CWOPA Employee
Chief Counsel	06/29/2022	Domoto, Aaron	CWOPA Employee
OGC	07/12/2022	Pamela Cross	OGC
OAG	08/08/2022	David E. Stover	OAG
Comptroller	08/16/2022	Rickie Zettlemoyer	Comptroller