

January 24, 2023

To: Interested Contractors

Re: Invitation to Bid

From: Kelly Cook
Borough Manager

INVITATION TO BID

PROJECT DESCRIPTION: Dog Park Construction

The borough of Ebensburg is seeking bids from qualified Bidders to construct a dog park. The project includes installing approximately 1,245 feet of drainage lines and one new storm inlet, installing approximately 1,420 linear feet of vinyl coated chain link fence, constructing nine new parking spaces, paved walkways, installing drinking stations, and other associated work. Quantities shown here are for illustrating the scope of the project only. It is the contractor's responsibility to determine construction quantities.

The Borough of Ebensburg will receive sealed Bids until 12:00 noon local prevailing time Thursday, February 23, 2023 at 300 West High Street, Ebensburg, PA 15931. Bidding Documents may be examined or obtained during normal office hours at the borough office, 300 West High Street, Ebensburg, PA 15931 (814) 472-8780. Proposals must be on forms provided by the Borough.

A (non-mandatory) pre-bid conference, including a site visit of the project area, will be conducted on Wednesday, February 8, 2023 at 10:00 A.M. Prospective bidders are encouraged to meet at the proposed dog park, 962 Rowena Drive, Ebensburg, PA 15931.

The project is a prevailing wage project, subject to the Pa. Prevailing Wage Act, as such the wage rate determination is attached. The contract provisions, including prevailing wage requirements, apply to work performed on the contract by the contractor and sub-contractors.

Bid Security in the amount of 10% of the Bid must accompany the Bid. A performance bond in the amount of 100% of the contract will be required of the successful bidder. The Borough of Ebensburg reserves the right to waive irregularities and to reject any and all Bids.

The project documents were produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation as a part of an Environmental Stewardship Fund and a Keystone Recreation, Park and Conservation Fund. In addition, this project was financed in part by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.

REQUEST FOR BID PROPOSALS FOR
Dog Park Construction

BOROUGH OF EBENSBURG
300 WEST HIGH STREET
EBENSBURG, PENNSYLVANIA 15931

CONTACT PERSON:
Kelly Cook
Borough Manager
(814) 472-8780

I BID INFORMATION

- A. **Purpose**
This request for bid proposal provides interested contractors with information to enable them to prepare and submit bid proposals for consideration by the Borough of Ebensburg to construct a dog park in Lake Rowena Park at 962 Rowena Drive, Ebensburg, PA 15931.
- B. **Submission of Bid Proposals**
Sealed bid proposals will be received by Kelly Cook, Borough Manager, at her office located at 300 West High Street, Ebensburg, Pennsylvania 15931, until 12:00 Noon on Thursday February 23, 2023. Bids will be opened at 12:00 Noon on February 23, 2023 and considered for approval at the Council meeting on Monday February 27, 2023, at 6:30 PM.
- C. **Proposals**
To be considered, a vendor must submit a complete response to this request for bid proposal, and it must be submitted as directed. All bid proposal costs must be guaranteed for a period of sixty (60) days from the date opened.
- D. **Rejection of Bid Proposals**
The Borough of Ebensburg, at its sole discretion, reserves the right, for any reason and at any time, to accept or reject any or all bid proposals, to waive any informalities and/or irregularities, to be the sole judge of equality or workmanship, to waive any minor specifications, to negotiate the terms and specifications for the project, to modify any part of the request, to issue a new request for bid proposal, and to award the contract in a manner which best serves the interests of the Borough of Ebensburg.
- E. **Payment of Contractor**
Payment shall be made as invoiced for completed work. Invoices shall be submitted no more frequently than every two weeks. Retainage of ten percent (10%) of the total project cost, as adjusted during the contract, shall be retained until project activities have concluded, the project has been inspected by the funding agencies, and final payment application and associated documentation has been approved.
- Upon contract award, the Contractor shall submit a schedule of values representing the portion of their total for each work item identified in the contract drawings. These values will be used to prepare monthly payment applications, which will be based on the portion of items completed during that pay period.
- Payments may take approximately 1-month for disbursement from the funding agency ones approval of each payment application has been approved.
- F. **Wage Classification**
The project is a prevailing wage project, subject to the Pa. Prevailing Wage Act, as such the wage rate determination is attached. The contract provisions, including prevailing wage requirements, apply to work performed on the contract by the contractor and the work performed on the contract by sub-contractors.
- G. **Prior Experience**
Bidders must have completed five contacts within the past five years in performing similar work, and have staff experienced in prevailing wage compliance. The Borough will verify such experience prior to bid award, and the lack of such experience will be cause for

such experience prior to bid award, and the lack of such experience will be cause for rejection of the bid.

H. Bid Bond

The bid must be accompanied by a certified check or bid bond in the amount of 10% of the bid made payable to Ebensburg Borough.

I. Performance Bond

A performance bond in the amount of 100% of the contract shall be furnished by the successful bidder.

J. Pre-Bid Conference

A (non-mandatory) pre-bid conference, including a site visit of the project area, will be conducted on Wednesday, February 8, 2023 at 10:00AM. Attendees should meet at the project site. Though not mandatory, all bidders are encouraged to attend to ensure an understanding of the project scope.

K. Bidder Questions

The Borough will accept questions relative to the project until noon on Monday, February 20, 2023. Submit questions to KCook@ebensburgpa.com. All questions received up until that time will then be posted on the website with all answers. Bidders are advised to check www.ebensburgpa.com on or after Tuesday, February 21, 2023 for any further addendums.

II PROJECT DESCRIPTION

Project details are described in the project plans and specifications.

III CALCULATION OF BIDS

Bids are to be submitted on the enclosed bid forms.

IV PROJECT DETAILS

1. The details of the project are fully specified within the drawing set.
2. Items that are in the drawings but not included in this contract are labeled NIC (Not In Contract)

V GENERAL PROJECT NOTES

1. Contractor must contact the Pennsylvania One-Call System at 800-242-1776 at least three days prior to construction. Contractor is responsible for contact and coordination with all utilities, and for any and all utility-related damages that might occur.
2. The Contractor is designated as the "Responsible Person in Charge of Construction" and the site supervisor, who is trained in safety and the work being performed, is responsible for construction site safety.
3. Contractor is responsible for restoring all disturbed property to conditions equal to or better

than conditions prior to construction.

4. The Contractor shall provide closeout documentation to include a final payment application, and operations and maintenance manuals. These must be submitted within 45 days of completion of construction.

VI PROJECT SCHEDULE

Authorization to proceed with work on this project is expected to be issued soon after the bid is awarded. Work is expected to begin as soon as weather permits. All work must be completed no later than October 31, 2023.

VII GENERAL

This contract includes installing drainage lines a new storm inlet, asphalt paving, concrete paving, installing water appliances and associated utilities, installing chain link fence, and other associated work.

All bidders shall be skilled in the class of work being bid. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to the actual conditions and requirements of the work, to enable them to make up their bids intelligently and to advantage. Each bidder shall make himself familiar with all existing conditions before submitting his proposal, in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No allowance will be made for any claim that the bid was based upon incomplete information as to the nature and character of the site or the work involved.

E&S approval from Cambria County Conservation District has been obtained. The contractor shall adhere to all County Conservation District requirements.

VIII INSURANCE

- A. The Contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Borough, nor shall the Contractor allow any subcontractor to commence work on his contract until all similar insurance required of the subcontractors has been so obtained and approved.
- B. Insurance – The Contractor shall provide certificate of insurance for Workers' Compensation, as required by law, for all of his employees employed, and in case any work is sublet, the Contractor shall require the subcontractor to provide Workers' Compensation for all of his employees.

The Contractor shall provide certificate of insurance for comprehensive general liability insurance which will protect Contractor in providing services under this Agreement from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this Agreement whether such operations be by Contractor or by the subcontractor of Contractor, or by anyone directly or indirectly employed by either Contractor or subcontractor.

The Contractor shall provide coverages including, but not limited to, the following:

Insurance Limits Required

1. Comprehensive General Liability:
One Million (\$1,000,000) Dollars combined bodily injury and property damage, single limit liability insurance, or:
Five Hundred Thousand (\$500,000) Dollars single limit with a One Million (\$1,000,000) Dollar excess policy.
 2. Business Auto Liability:
One Million (\$1,000,000) Dollars combined bodily injury and property damage
Or:
One Million (\$1,000,000) combined single limit liability
- C. The Contractor shall name the Borough of Ebensburg and the Commonwealth of Pennsylvania as additional insured on all above specified policies with right of notice.
- D. Comprehensive liability insurance covering all owned and non-owned equipment and motor vehicles.

IX LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by and at the expense of the Contractor.

X HOLD HARMLESS

The Contractor shall indemnify and save harmless the Borough of Ebensburg and the Commonwealth of Pennsylvania against and from all suits or actions of every kind and description brought against the Borough and the Commonwealth of Pennsylvania or any of its Officers, agents, or employees, and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, or otherwise, in the performance of Contractor's obligations under the contract, or from any defective or improper appliances used in performance of the same.

**Borough of Ebensburg
2023 Dog Park Project
Response to Bid Request**

Contractor _____

Address _____

_____ ZIP _____

Contact _____

Telephone Number _____ Fax Number _____

E-mail _____

Total Project Cost \$ _____ Lump Sum

Please initial below, indicating acceptance of the following statements.

_____ I checked www.ebensburgpa.com on Tuesday, February 21, 2023 or later for any subsequent addendums that may have been issued.

_____ I have signed/completed the certifications on the following pages and attached them to this proposal (pages 8 and 9). Pages 7, 8, and 9 must be completed and returned to be considered to be part of a responsive bid.

_____ I understand that Pennsylvania Prevailing Wage Rates will be used on this project.

Authorized Signature

BIDDER'S EXPERIENCE

As noted in the Prior Experience Section above, bidders must have completed five contacts within the past five years in performing similar work, and have staff experienced in prevailing wage compliance. The Borough will verify such experience prior to bid award, and the lack of such experience will be cause for rejection of the bid. The form below shall be completed by the Contractor as part of the bidding process.

Past Project Experience (complete the table with five past projects with contact information)		
Project Name	Completion Year	Project Contact

Date

Signature

Company Name

Title

GRANT CERTIFICATIONS

As authorized agent, I attest that I have read the requirements contained in the Grant Agreement(s) which have been accepted by the Borough of Ebensburg for the purposes of this project. Unless otherwise noted that a separate entity is to comply with the requirements, I as the Contractor must follow the grant assurances contained within. The Grant Agreement(s) have been attached as a section in this project manual.

The following is a list of grants which have been provided as part of this project.:

Commonwealth of Pennsylvania, Commonwealth Financing Authority
Greenways, Trails, and Recreation Program Grant Agreement

Commonwealth of Pennsylvania, Department of Conservation and Natural Resources
Environmental Stewardship Fund
Keystone Recreation, Park and Conservation Fund

Date

Signature

Company Name

Title

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY GRANT**

Contract No: C000081751

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

**GREENWAYS, TRAILS, AND RECREATION PROGRAM
GRANT AGREEMENT**

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**EBENSBURG BOROUGH
300 West High Street
Ebensburg PA 15931-1507**

(the "Grantee").

BACKGROUND:

Section 2315(a.1)(1)(iv) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of [REDACTED] or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2024**, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **NOVEMBER 19, 2021** and **JUNE 30, 2024** (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

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.

(c) Compliance with the State Contractor Responsibility Program:

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.

(d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee 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.

The Grantee 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 Grantee's failure to comply with the provisions of the above paragraph.

(f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) 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:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
- (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
- (iii) 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:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) 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:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) 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
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by

any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (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.

(h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the 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 Commonwealth Financing Authority.
- (2) 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.

- (3) 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:
 - (A) 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
 - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

- (8) 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.
- (9) 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.

ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

ARTICLE VII INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

ARTICLE VIII INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant

funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority." Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make

major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

ARTICLE XIX SEVERABILITY

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

ARTICLE XX CONSTRUCTION

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

ARTICLE XXI NONWAIVER OF REMEDIES

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

EBENSBURG BOROUGH

For Authority signatures only



Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



X "[Signature Affixed Electronically – see last page]"

"[Signature Affixed Electronically – see last page]"
Executive Director

X "[Signature Affixed Electronically – see last page]"

For Commonwealth signatures only



Approved as to Legality and Form

"[Signature Affixed Electronically – see last page]"
Authority Counsel

"[Signature Affixed Electronically – see last page]"
Office of Attorney General



Commonwealth Financing Authority
Harrisburg PA, 17120

November 22, 2021

Kelly Cook, Borough Manager
Ebensburg Borough
300 West High Street
Ebensburg, PA 15931-1507

RE: Greenways, Trails, and Recreation Program (\$112,000)
Ebensburg Municipal Dog Park Project

Dear Borough Manager Cook:

I am pleased to inform Ebensburg Borough (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held November 19, 2021, approved your application (*the "Application"*) for a grant in an amount up to ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for construction costs associated with land development, excavation/grading, installation of fencing and gates, two pavilions, 9 additional parking spaces, and drainage pipes (*the "Project"*) at the property located in Ebensburg Borough, Cambria County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
5. Compliance with the program guidelines.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol L. Kilko".

Carol L. Kilko
Executive Director
Commonwealth Financing Authority

EXHIBIT A

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.dli.state.pa.us/laborlaw. From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

Information on applying for prevailing wage rates can be found at:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Ilc/prevailing-wage/Pages/default.aspx>.

EXHIBIT B

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

The Grant Agreement will be received electronically. Upon receipt, complete the electronic signature process within the allotted timeframe. A fully executed copy of the grant agreement will be emailed to you with a copy of a payment request form for requesting payment.

PAYMENT OF FUNDS

The CFA requires the Applicant to provide completed payment request forms, as indicated in the provided sample, and supporting backup documentation verifying the costs incurred to include executed construction contracts with the required nondiscrimination/sexual harassment provision, invoices, and any other applicable documents. Funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 85% of actual approved costs incurred. Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

The payment request will take from 2-3 weeks to process.

NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

FINAL INSTRUCTIONS

Final invoices must be submitted following the completion of the Project for **costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.** All payment requests and invoices must be submitted no later than **the 1st day of the second month after the expiration date.**

Contract: C000081751 - Signature Log

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	01/19/2022	Doug Tusing	President
Grantee	01/19/2022	Randy Datsko	Mayor
Chief Counsel	01/19/2022	Busch, Jill	CWOPA Employee
Executive	01/19/2022	Davin, Dennis	CWOPA Employee
OAG	02/04/2022	David E. Stover	OAG

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
GRANT**

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

BRC-SR-27-190

**GRANT AGREEMENT
Community Conservation Partnerships Program
Environmental Stewardship Fund
Keystone Recreation, Park and Conservation Fund**

This GRANT AGREEMENT is entered into by the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DEPARTMENT"), and SOUTHERN ALLEGHENIES PLANNING & DEVELOPMENT COMMISSION ("GRANTEE"). References to the DEPARTMENT include the COMMONWEALTH.

WHEREAS,

The Environmental Stewardship and Watershed Protection Act, as amended, 27 Pa.C.S. §§ 6101-6119, ("Act") establishes a special fund in the State Treasury known as the Environmental Stewardship Fund ("Fund"), consisting of appropriations from the General Assembly as well as funds from other sources;

Under the Act, a portion of the money appropriated to the Fund has been allocated to the DEPARTMENT;

The Act directs the DEPARTMENT to use money it receives from the Fund to provide grants to eligible entities for the purposes stated in the Act;

The GRANTEE is an entity that is eligible for a grant under the Act; and

The GRANTEE has applied to the DEPARTMENT for a grant, the application is eligible for funding under the Act, and the application has been selected by the DEPARTMENT for funding.

The Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50 (32 P.S. §§ 2011-2024) ("Act"), establishes a restricted receipt account in the State Treasury known as the Keystone Recreation, Park and Conservation Fund ("Fund"), consisting of proceeds from a portion of the realty transfer tax;

Under the Act, a portion of the money in the Fund has been allocated to the DEPARTMENT.

The Act directs the DEPARTMENT to use money it receives from the Fund to provide grants to eligible entities for the purposes stated in the Act;

The GRANTEE is an entity that is eligible for a grant under the Act; and

The GRANTEE has applied to the DEPARTMENT for a grant, the application is eligible for funding under the Act, and the application has been selected by the DEPARTMENT for funding.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree, for themselves and their successors and assignees, as follows:

ARTICLE I
GRANT AMOUNT; PROJECT ACTIVITIES

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

ARTICLE II
EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

ARTICLE III

COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

Contractor Responsibility and Offset Provisions: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Contractor Integrity Provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Nondiscrimination/Sexual Harassment Clause: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix E (Right-to-Know Law) as applicable.

Pennsylvania Electronic Payment Program (PEPP): The GRANTEE shall comply with the provisions in Appendix F (Pennsylvania Electronic Payment Program).

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix G, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix H attached hereto and incorporated herein.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE IV PAYMENTS

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

ARTICLE V FISCAL DUTIES OF GRANTEE

(a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.

(b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.

(c) Use of grant funds: The GRANTEE shall use the grant funds and the match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.

(d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:

(1) The GRANTEE has unused grant funds after completing the project activities.

(2) The GRANTEE fails to carry out project activities.

(3) Grant funds were used for ineligible costs.

(4) The ratio of grant funds to match exceeds that permitted under the applicable grant legislation.

(5) The GRANT AGREEMENT is terminated pursuant to Article XIV (termination of grant agreement). If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as of the date of its receipt of the written notice of termination required under Article XIV.

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

ARTICLE VI ASSIGNMENT

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

ARTICLE VII RECORDS; AUDITS

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

ARTICLE VIII FIDELITY BOND

(a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.

(b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

ARTICLE IX AMENDMENTS

(a) Letter amendment; formal amendment: The GRANT AGREEMENT may be amended only in the following ways:

(1) Letter amendment: Any one or more of the following changes may be accomplished by means of a letter amendment: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A. A letter amendment may not be used for any other type of change. A letter amendment is accomplished by means of a letter from the DEPARTMENT approving a written or electronic request or application by the GRANTEE. A letter amendment is not binding unless and until the provisions of this subparagraph are carried out. Therefore, any costs incurred by the GRANTEE prior to the performance of such provisions are incurred at the GRANTEE'S risk.

(2) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.

(b) Provisional extension: If the GRANTEE submits an electronic or written request for an extension of the GRANT AGREEMENT period, the GRANT AGREEMENT period will be automatically extended provisionally pending the DEPARTMENT'S decision on the request. In order for the provisional extension to occur, the request must be received by the DEPARTMENT on or before the end date of the GRANT AGREEMENT period in Appendix A.

Any costs incurred during a provisional extension of the GRANT AGREEMENT period are incurred at the GRANTEE'S risk; they will be ineligible for funding if the request for extension is subsequently denied.

If the request for extension is approved, an amendment extending the GRANT AGREEMENT period will be entered into in accordance with paragraph (a) and the extension will be retroactive to the first day of the provisional extension.

ARTICLE X INDEPENDENT CONTRACTOR; SUBCONTRACTS

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform any or all of the project activities without the express written consent of the DEPARTMENT. A conflict of interest under Article XVI (conflicts of interest), as determined by the DEPARTMENT, is a ground for withholding consent.

ARTICLE XI PROGRESS REPORTS; INSPECTIONS

The GRANTEE shall furnish such progress reports as may be specified in Appendix A, or if not specified in Appendix A, as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

ARTICLE XII CLOSEOUT OF GRANT AGREEMENT

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

ARTICLE XIII SUSPENSION OF PROJECT

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has failed to comply with any condition of another agreement or contract with the DEPARTMENT; (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the GRANTEE may not expend any grant funds (or interest, as applicable) and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

ARTICLE XIV TERMINATION OF GRANT AGREEMENT

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15-day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

**ARTICLE XV
HOLD HARMLESS**

The GRANTEE shall hold the COMMONWEALTH harmless from and indemnify the COMMONWEALTH against any and all claims, demands and actions based upon or arising out of any activities performed by the GRANTEE and its employees and agents under this GRANT AGREEMENT and shall, at the request of the COMMONWEALTH, defend any and all actions brought against the COMMONWEALTH based upon any such claims or demands.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

**ARTICLE XVI
CONFLICTS OF INTEREST**

The GRANTEE represents that it has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired. In addition, the GRANTEE agrees that it will not enter into a subcontract for the performance of project activities that creates a conflict of interest between the GRANTEE and the subcontractor. As used in this article, the terms GRANTEE and subcontractor include their directors, officers, members, agents or employees.

Grant funds may not be used to benefit, either directly pursuant to this GRANT AGREEMENT or indirectly pursuant to a subcontract or any other means, any elected state official or employee of the DEPARTMENT, any family member of such official or employee, or any entity owned or controlled by such official, employee, or family member. "Family member" means parent, spouse, child, or sibling.

ARTICLE XVII
RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE

(a) Work created under the Grant Agreement-license to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.

(b) Other work-license to Department: For materials, documents, and data delivered pursuant to the GRANT AGREEMENT that incorporate pre-existing intellectual property not created under the GRANT AGREEMENT, the GRANTEE grants to the DEPARTMENT a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute derivative works. The GRANTEE warrants that it has all the rights and permissions necessary to grant this license to the DEPARTMENT.

(c) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.

(d) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

(e) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT and any information or data used in the development of the intellectual property produced under this GRANT AGREEMENT. In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).

(f) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.

(g) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.

(h) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

ARTICLE XVIII
ACKNOWLEDGEMENT OF ASSISTANCE

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

ARTICLE XIX MAINTENANCE AND OPEN USE RESPONSIBILITIES

The GRANTEE shall insure that, throughout its useful life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

ARTICLE XX NONDISCRIMINATION REGARDING ACCESS/RESIDENCY

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

ARTICLE XXI
OWNERSHIP AND CONTROL; NON-CONVERSION OF USE

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

ARTICLE XXII
REMEDIES

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT'S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

**ARTICLE XXIII
LOCAL PROJECT COORDINATOR**

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

**ARTICLE XXIV
SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

**ARTICLE XXV
CONSTRUCTION**

This GRANT AGREEMENT will be interpreted under the laws of the COMMONWEALTH, or under federal law where applicable. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

**ARTICLE XXVI
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

**ARTICLE XXVII
SPECIAL CONDITIONS**

This article is normally left blank. However, if the project requires any special language to cover a specific/special condition, it is included in this article.

APPENDIX A

Payment (referenced in Article IV of grant agreement)

Upon receipt of a written request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed 25% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments in writing based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

Interest (referenced in Article V (b) of grant agreement)

Grant funds shall be deposited pursuant to Article V (a) in an interest-bearing account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) Interest shall be maintained and separately identified in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).
- (2) Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.
- (3) Interest not used for project activities shall be paid to the DEPARTMENT.
- (4) If grant funds are required to be refunded to the DEPARTMENT under Article V (d), XIV, or XXII, interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

Acknowledgement of assistance (referenced in Article XVIII of grant agreement)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the type of grant that was the source of funding as the Environmental Stewardship Fund and Keystone Recreation, Park and Conservation Fund.

Ownership and control, non-conversion of use (referenced in Article XXI of grant agreement)

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restriction:

[This provision revised 11/15/2010.] This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Environmental Stewardship and Watershed Protection Act, the act of December 15, 1999, P.L. 949, No. 68, as amended (27 Pa.C.S.A. ?? 6101 et seq.) ('Act') and Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance will include the following restriction:

[This provision revised 11/15/2010.] This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under the Environmental Stewardship and Watershed Protection Act, the act of December 15, 1999, P.L. 949, No. 68, as amended (27 Pa.C.S.A. ?? 6101 et seq.) ('Act') and Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of Holder's rights and duties under this easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area; b) a right of prior approval of any amendment of this easement to determine whether the amendment permits uses of the State Program Area not permitted under the State Program or permits uses of other portions of the Property in a manner that would materially adversely affect the State Program Area; c) a right of prior approval of any transfer of Holder's rights and duties under this easement with respect to the State Program Area; and d) the right to exercise the Holder's rights and duties under this easement if Holder fails to uphold and enforce the provisions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area.

Environmental Stewardship Fund Provisions

The GRANTEE shall use no Environmental Stewardship Fund monies for any purpose which, directly or indirectly, precludes access to or use of any forested land for the practice of sustainable forestry and commercial production of timber or other forest products. This provision does not apply to funds used by counties and municipalities for the purchase or improvement of park land to be used for public recreation.

If this is an agreement to provide a grant to an "authorized organization" (as defined in the Environmental Stewardship and Watershed Protection Act) for acquisition of land, the GRANTEE shall obtain approval of all counties in which the land is situated before the grant money is used for such acquisition.

APPENDIX B

CONTRACTOR RESPONSIBILITY AND OFFSET PROVISIONS

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

Contractor Responsibility Provisions

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.

Offset Provision

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

Based on Management Directive 215.09 amended (12/1/2020)

APPENDIX C

CONTRACTOR INTEGRITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined to include GRANTEE and the term Contract is defined to include GRANT AGREEMENT.

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. **"Financial Interest"** means either:

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

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

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

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

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

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 or 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.

From Management Directive 215.8 amended (1/14/15)

APPENDIX D
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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 Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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.

From Management Directive 215.16 amended (8/2/18)

APPENDIX E

RIGHT-TO-KNOW LAW

1. 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.
2. 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.
3. 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:
 - a. 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
 - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.

9. 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.

Approved by OGC, OAG, Feb. 2010: RTKL, 8-K-1580

APPENDIX F

AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

1. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-Remittance.aspx>.

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

3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

From Management Directive 310.40 Amended, 7/16/2021

APPENDIX G

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE 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 GRANTEE shall be responsible for and agrees to indemnify and hold harmless the DEPARTMENT from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DEPARTMENT as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.

From Management Directive 215.12 amended (10/14/11)

APPENDIX H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT PROVISIONS

This grant includes no federal funding; Appendix H contains no provisions.

Exhibit E

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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 Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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.

From Management Directive 215.16 amended (8/2/18)

WAGE RATES

Wages as predetermined by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania and in effect at the time of the Bid Opening shall be used by the CONTRACTOR in paying labor in connection with this Contract.

Attached are the Wage Rates which are to be used in connection with this project.

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Ebensburg Dog Park
Awarding Agency:	Borough of Ebensburg
Contract Award Date:	2/27/2023
Serial Number:	23-00438
Project Classification:	Heavy/Highway
Determination Date:	1/18/2023
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Cambria County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-00438 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2021		\$38.20	\$27.86	\$66.06
Asbestos & Insulation Workers	8/1/2022		\$39.55	\$28.51	\$68.06
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2021		\$32.14	\$21.43	\$53.57
Bricklayer	6/1/2022		\$33.49	\$22.03	\$55.52
Bricklayer	12/1/2022		\$34.14	\$22.38	\$56.52
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$35.06	\$21.52	\$56.58
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$36.91	\$21.52	\$58.43
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$38.76	\$21.52	\$60.28
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$30.77	\$16.89	\$47.66
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		\$32.05	\$17.87	\$49.92
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Masons	2/1/2021		\$29.24	\$17.90	\$47.14
Cement Masons	1/1/2022		\$29.74	\$18.55	\$48.29
Cement Masons	1/1/2023		\$30.24	\$19.20	\$49.44
Drywall Finisher	6/1/2021		\$31.00	\$21.39	\$52.39
Drywall Finisher	6/1/2022		\$32.00	\$21.89	\$53.89
Electricians & Telecommunications Installation Technician	12/26/2021		\$45.86	\$29.29	\$75.15
Electricians & Telecommunications Installation Technician	12/26/2022		\$48.31	\$29.29	\$77.60
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Glazier	9/1/2021		\$24.55	\$23.05	\$47.60
Glazier	9/1/2023		\$24.90	\$24.45	\$49.35
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Iron Workers	6/1/2022		\$38.39	\$34.27	\$72.66
Laborers (Class 01 - See notes)	1/1/2021		\$21.81	\$17.29	\$39.10
Laborers (Class 01 - See notes)	1/1/2022		\$23.81	\$17.29	\$41.10
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2022		\$26.06	\$17.29	\$43.35
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2021		\$22.66	\$17.29	\$39.95
Laborers (Class 03 - See notes)	1/1/2022		\$25.66	\$17.29	\$42.95
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2021		\$20.81	\$17.29	\$38.10
Laborers (Class 04 - See notes)	1/1/2022		\$22.81	\$17.29	\$40.10

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-00438 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 01 - see notes)	7/1/2022		\$34.17	\$20.62	\$54.79
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 02 -see notes)	7/1/2022		\$29.55	\$20.62	\$50.17
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 03 - See notes)	7/1/2022		\$27.00	\$20.62	\$47.62
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 6 (see notes)	6/1/2021		\$29.15	\$21.89	\$51.04
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2021		\$29.20	\$12.96	\$42.16
Plasterers	6/1/2022		\$29.95	\$13.61	\$43.56
Plumbers and Steamfitters	6/1/2021		\$36.97	\$24.75	\$61.72
Plumbers and Steamfitters	6/1/2022		\$38.17	\$24.90	\$63.07
Plumbers and Steamfitters	6/1/2023		\$39.32	\$25.10	\$64.42

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-00438 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pointers, Caulkers, Cleaners	6/1/2021		\$33.70	\$20.22	\$53.92
Pointers, Caulkers, Cleaners	6/1/2022		\$35.00	\$20.53	\$55.53
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Sheet Metal Workers	7/1/2021		\$38.76	\$30.00	\$68.76
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	4/1/2021		\$40.33	\$26.94	\$67.27
Sprinklerfitters	4/1/2022		\$42.29	\$27.48	\$69.77
Stone Masons	6/1/2021		\$36.37	\$22.85	\$59.22
Stone Masons	6/1/2022		\$37.91	\$23.26	\$61.17
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	6/1/2021		\$34.00	\$17.46	\$51.46
Terrazzo Finisher	6/1/2022		\$35.33	\$17.68	\$53.01
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Mechanics	6/1/2021		\$33.30	\$19.71	\$53.01
Terrazzo Mechanics	6/1/2022		\$34.69	\$19.97	\$54.66
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Tile Finisher	6/1/2021		\$27.19	\$16.71	\$43.90
Tile Finisher	6/1/2022		\$28.35	\$16.99	\$45.34
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Setter	6/1/2021		\$33.58	\$21.12	\$54.70
Tile Setter	6/1/2022		\$35.04	\$21.46	\$56.50
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-00438 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2021		\$35.87	\$19.32	\$55.19
Carpenter	1/1/2022		\$36.85	\$19.84	\$56.69
Carpenter Welder	1/1/2021		\$36.82	\$19.32	\$56.14
Carpenter Welder	1/1/2022		\$37.80	\$19.84	\$57.64
Carpenters	1/1/2019		\$33.77	\$18.42	\$52.19
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/31/2021		\$50.33	\$27.73	\$78.06
Electric Lineman	5/30/2022		\$51.42	\$28.85	\$80.27
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		\$37.29	\$32.87	\$70.16
Laborers (Class 01 - See notes)	1/6/2021		\$26.90	\$24.80	\$51.70
Laborers (Class 01 - See notes)	1/6/2022		\$27.70	\$25.50	\$53.20
Laborers (Class 02 - See notes)	1/6/2021		\$27.06	\$24.80	\$51.86
Laborers (Class 02 - See notes)	1/6/2022		\$27.86	\$25.50	\$53.36
Laborers (Class 03 - See notes)	1/6/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/6/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/6/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/6/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/6/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/6/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 07 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 08 - See notes)	1/6/2021		\$29.40	\$24.80	\$54.20
Laborers (Class 08 - See notes)	1/6/2022		\$30.20	\$25.50	\$55.70
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2021		\$33.89	\$22.73	\$56.62
Operators (Class 01 - see notes)	1/1/2022		\$34.79	\$23.33	\$58.12
Operators (Class 02 -see notes)	1/1/2021		\$33.63	\$22.73	\$56.36
Operators (Class 02 -see notes)	1/1/2022		\$34.53	\$23.33	\$57.86
Operators (Class 03 - see notes)	1/1/2021		\$29.98	\$22.73	\$52.71
Operators (Class 03 - See notes)	1/1/2022		\$30.88	\$23.33	\$54.21
Operators (Class 04 - See notes)	1/1/2021		\$29.52	\$22.73	\$52.25
Operators (Class 04 - See notes)	1/1/2022		\$30.42	\$23.33	\$53.75
Operators (Class 05 - See notes)	1/1/2021		\$29.27	\$22.73	\$52.00
Operators (Class 05 - See notes)	1/1/2022		\$30.17	\$23.33	\$53.50
Operators Class 1-A	1/1/2021		\$36.89	\$22.73	\$59.62
Operators Class 1-A	1/1/2022		\$37.79	\$23.33	\$61.12
Operators Class 1-B	1/1/2021		\$35.89	\$22.73	\$58.62
Operators Class 1-B	1/1/2022		\$36.79	\$23.33	\$60.12

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-00438 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 1 (see notes)	6/1/2021		\$34.00	\$21.89	\$55.89
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 3 (see notes)	6/1/2021		\$36.25	\$21.89	\$58.14
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2021		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41