RESOLUTION NO. 2026-06

A RESOLUTION OF THE COUNCIL OF THE CITY OF COATESVILLE, CHESTER COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO EXECUTE THE CUSTOM MULTIMODAL TRANSPORTATION FUND AND TRANSPORTATION INFRASTRUCTURE INVESTMENT FUNDING REIMBURSEMENT AGREEMENT FOR HIGHWAY AND BRIDGE PROJECTS (AGREEMENT NO. 221356), THE WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM, AND ANY OTHER APPLICABLE DOCUMENT FOR THE PROJECT LOCATED ALONG LINCOLN HIGHWAY BETWEEN 2ND AVENUE AND 4TH AVENUE.

WHEREAS, the City of Coatesville (hereinafter the "City") is a Home Rule Municipality operating by means of a home rule charter and the laws of the Commonwealth of Pennsylvania; and

WHEREAS, §2-214 (Official action) of the Charter of the City provides that all actions of the Council shall be taken by the adoption of an ordinance, resolution, or motion; and

WHEREAS, the City desires to participate in the Program by undertaking improvements in accordance with the terms, conditions and provisions contained in Agreement No. 221356; and

WHEREAS, the City shall participate in the preliminary engineering, including environmental studies, final design, utility relocation, right-of-way acquisition and construction of improvements along Lincoln Highway between 2nd Avenue and 4th Avenue in accordance with policies, procedures and specifications prepared or approved by PennDOT and the FHWA.

NOW THEREFORE, BE IT RESOLVED, in consideration of the foregoing, the Council of the City of Coatesville:

1. Incorporates the recitals herein by reference as if set forth in full and further resolves that the recitals above constitute material and operative provisions in this Resolution.
2. Authorizes the City Manager to execute the Agreement No. 221356, (a true and correct copy of Agreement No. 221356 is attached hereto and incorporated herein by reference as Exhibit "A"), Worker Protection and Investment Certification Form (a true and correct copy of the Worker Protection Form is attached hereto and incorporated herein by reference as Exhibit "B"), and any other applicable document for the project located in the area of Lincoln Highway between 2nd Avenue and 4th Avenue.

IN WITNESS WHEREOF, the Council of the City of Coatesville has adopted and enacted this Resolution on the 9th day of March 2026.

Linda Lavender Norris

Linda Lavender Norris, Council President

RESOLUTION NO. 2026-06

ATTEST:

James Logan, City Manager

I HEREBY CERTIFY that the foregoing is a true and correct copy of the said Resolution duly adopted at a regular meeting of City Council held on March 9, 2026 and recorded in the minutes as such.

AGREEMENT NO.: 221356
FEDERAL I.D. NO.: 236001903
SAP VENDOR NO.: 138879
MPMS NO.: 111761

CUSTOM MULTIMODAL TRANSPORTATION FUND AND TRANSPORTATION INFRASTRUCTURE INVESTMENT FUNDING REIMBURSEMENT AGREEMENT FOR HIGHWAY AND BRIDGE PROJECTS

This custom Multimodal Transportation Fund Grant Reimbursement and Transportation Infrastructure Investment Funding Reimbursement agreement for Highway and Bridge projects is between the Commonwealth of Pennsylvania, acting through the Department of Transportation,

and

The City of Coatesville, a third-class city in the County of Chester.

The Sponsor submitted an application to PennDOT for a grant from the MTF for a highway or bridge project. PennDOT determined that the Sponsor is an eligible applicant requesting a grant for an eligible project. Following review of the Sponsor's application on a competitive basis, PennDOT confirmed the selection of the Sponsor's project for an MTF grant. The Sponsor has signified its willingness to accept the grant awarded by executing this agreement and proceeding with the project in accordance with the terms, conditions and provisions contained in this agreement.

The Sponsor is also constructing transportation infrastructure to facilitate economic activity and to improve the overall traffic conditions along the East Lincoln Highway between 2nd and 4th Avenues. The Sponsor intends to construct certain transportation improvements within the Project consisting primarily of roadway expansion, as more fully described in this agreement. PennDOT has programmed $1,281,158 in TIIF funding for the Project, in addition to $121,955 in MTF funds. The

Sponsor has undertaken or will undertake all preconstruction activities for the Project; and the Sponsor, subject to reimbursement from PennDOT, will undertake construction of the Project in accordance with the terms of this agreement.

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

1. **Definitions.** The following words and phrases when used in this agreement have the meanings given to them in this section:

   "Central Contractor Registration and Universal Identifier Requirements" means the Commonwealth's vendor registration requirements.

   "Commonwealth" means the Commonwealth of Pennsylvania.

   "ECMS" means PennDOT's Engineering and Construction Management System.

   "Effective Date" means the date that this agreement is fully executed by the Sponsor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

   "FHWA" means the Federal Highway Administration.

   "HOP" means a highway occupancy permit obtained in accordance with 67 Pa. Code Chapter 441, *Access to and Occupancy of Highways by Driveways and Local Roads.*

   "HOP Regulations" means the regulations at 67 Pa. Code Chapter 441, *Access to and Occupancy of Highways by Driveways and Local Roads.*

   "Intensity Form" means the Project Evaluation Intensity Form.

   "MTF" means the Multimodal Transportation Fund.

   "PennDOT" means the Pennsylvania Department of Transportation.

   "Project" means Lincoln Highway Streetscape Expansion.

   "PS&E" means the plans, specifications, and estimates involved with contract development.

"Publication 2" means the current edition of PennDOT's Publication 2, *Project Office Manual.*

"Publication 9" means PennDOT Publication No. 9, also called Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and Act 44 of 2007 and The Liquid Fuels Tax Act 655 Dated 1956 as Amended.

"Publication 16" means PennDOT Publication No. 16, also called Design Manual Part 5, Utility Relocation.

"Publication 93" means PennDOT Publication 93, also called Policy and Procedures for the Administration of Consultant Agreements.

"Publication 282" means the current edition of PennDOT Publication No. 282, *Highway Occupancy Permit Operations Manual.*

"Publication 408 Specifications" means the current edition of PennDOT Specifications, Publication 408, *Specifications,* its amendments and supplements.

"Publication 740" means the current edition of PennDOT Publication No. 740, *Local Project Delivery Manual.*

"PUC" means the Pennsylvania Public Utility Commission.

"Sponsor" means City of Coatesville.

"SRs" means Commonwealth of Pennsylvania State Routes.

"Standard Provisions" means those provisions, exhibits, or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including: Americans with Disabilities Act; Right-to-Know Law; Contractor Integrity; Contractor Responsibility; Offset; and Commonwealth Nondiscrimination/Sexual Harassment Clause.

"State Highway Law" means 36 P.S. § 670-101 *et seq.*

"TIIF" means the Pennsylvania Transportation Infrastructure Investment Fund.

"Utility Regulations" means 67 Pa. Code Chapter 459, *Occupancy of Highways by Utilities.*

"Vehicle Code" means 75 Pa. C.S. § 101 *et seq.*

2. **General Provisions.**

a. **Project Location.** The Sponsor shall perform the preliminary engineering, including, environmental studies, final design, utility relocation, right-of-way acquisition, and construction for the Project in accordance with policies, procedures, and specifications prepared or approved by PennDOT.

b. **Project Cost Estimate MTF.** PennDOT shall award MTF funding in the amount of $121,955 to the Sponsor based on the Project cost estimate, attached to this agreement as Exhibit A, which sets forth the phases being reimbursed and the estimated costs.

c. **Project Cost Estimate TIIF.** PennDOT shall award TIIF funding in the amount of $1,281,158 to the Sponsor based on the Project cost estimate, attached to this agreement as Exhibit A, which sets forth the phases being reimbursed and the estimated costs.

d. **Eligibility for Reimbursement.** Only work begun on the Project after full execution of this agreement will be eligible for reimbursement under the terms of this agreement, unless PennDOT, in writing, authorizes the Sponsor to incur costs before full execution of this agreement. If PennDOT authorizes the Sponsor to incur costs before full execution of this agreement, any costs incurred prior to that written authorization will not be eligible for reimbursement.

3. **Project Administration.** The Sponsor shall administer the Project in accordance with the provisions of this agreement and with PennDOT policies and procedures, more specifically with the requirements of the Intensity Form, which is attached as Exhibit B. The Intensity Form describes the level of oversight required for

evaluation of the specific elements that the Project comprises, according to the category into which the Project falls. PennDOT may increase or decrease the frequency or intensity of its oversight over the course of the Project based on the Sponsor's performance and the result of previous PennDOT compliance reviews. PennDOT shall notify the Sponsor in writing when oversight changes are made during Project development.

4. **Design.**

   (a) **Sponsor's Responsibility for Design.** The Sponsor, with its own forces or by contract, shall design the Project. PennDOT shall reimburse design, engineering, and inspection activities for this Project as detailed in Exhibit A. The Sponsor shall select consultants for engineering, design, and inspection activities in accordance with Publication No. 93, or equivalent qualifications-based selection procedures.

   (b) **Conformity to PennDOT Policies.** The design will be in accordance with policies, procedures, and specifications prepared or approved by PennDOT including relevant PennDOT publications.

5. **Approvals, Permits, and Environmental Coordination.** The Sponsor shall secure and comply with all necessary approvals, permits, and licenses from all other governmental agencies as may be required to complete the Project. The Sponsor shall be the applicant and ultimately the permittee or licensee. This obligation includes preparing or revising the State Environmental Document required by Section 2002 of Pennsylvania Act 120 (71 P.S. § 512), consistent with PennDOT Publication 10B, Chapter 6, attached to this agreement as Exhibit C, and the defense of environmental litigation resulting from the planning, design, or construction of the Project. At PennDOT's request, the Sponsor, prior to advertising and letting the Project, or at any time during the course of the Project,

shall furnish PennDOT with evidence of the approvals, permits, licenses, and approved environmental documents.

6. **Utility Considerations--General.**

(a) **Applicability.** The requirements of this section and section 7 apply only under the following circumstances:

(i) the Project involves utility relocation or adjustment; and

(ii) the Project is not subject to the HOP Regulations.

If the Project does not involve utility relocation or adjustment, the requirements of this section do not apply. If the Project involves utility relocation but is subject to the HOP Regulations, utility relocation activities will be in accordance with these regulations.

(b) **New Utility Facilities.** If the Project requires installation of new utility facilities, either in addition to or instead of relocation of existing utilities, the Sponsor shall comply with the requirements of the Utility Regulations, if being installed in a state highway, or the requirements of the political subdivision with jurisdiction over the road, if being installed in a local road.

(c) **Eligibility for Reimbursement or Match.** To be eligible for reimbursement or, to be counted toward the Sponsor's MTF fund match pursuant to section 11, the costs incurred for utility relocation or, where necessary, installation of new utilities, must be related to the Project itself and not incurred to support on-site development.

7. **Utility Considerations—Local Roads.** As noted in section 6, this section is applicable only if the Project involves utility relocation or adjustment; the Project is not subject to the HOP Regulations; and the Project involves incidental work on local roads.

(a) **Project Plans.** The Sponsor shall furnish Project plans to utilities known to have facilities within the Project limits and to all other utilities discovered within the Project limits.

(b) **Utility Relocation or Adjustment.** The Sponsor shall arrange for any necessary relocation or adjustment for all utility facilities and notify each utility company to relocate any affected facilities to accommodate the construction of the Project. The Sponsor, with PennDOT's guidance, shall make these arrangements in accordance with PennDOT requirements. If any affected utility claims that the Sponsor is responsible for reimbursing the affected utility for its relocation costs under state or local laws in existence as of the Effective Date of this agreement, the Sponsor shall furnish PennDOT with a detailed cost estimate prepared by the utility and documentation justifying the Sponsor's legal obligation to reimburse the utility for utility relocation costs actually incurred by the utility. PennDOT, after review and approval of the cost estimates and documentation, shall draft the necessary reimbursement agreement to be executed by the Sponsor and the utility. PennDOT shall submit the reimbursement agreement to the Sponsor for execution by the parties.

(c) **Incorporation of Work.** If the utility or municipal authority wishes to incorporate the utility relocation work into the Project's construction contract to be performed by the prime contractor or its subcontractor, the Sponsor shall prepare and submit to PennDOT the agreement addressing the incorporation of work, provided by PennDOT for this purpose, along with the required supplementing documentation in accordance with Publication 16.

(d) **Utility Owned Facilities.** If the Sponsor owns or operates the existing utility facilities, the Sponsor shall request PennDOT to include such costs in this agreement or prepare an amendment to this agreement to address the costs associated with the relocation of these facilities. The amendment will acknowledge that the utility facilities are located in the right-of-way and that the relocation costs are Project-eligible costs.

(e) **Utility Clearance.** Prior to advertising the Project for letting, the Sponsor, on forms provided by PennDOT, shall furnish a utility clearance certification attesting that all arrangements have been made for the relocation of all known facilities affected by the Project in accordance with Publication 16. The statement must be supported by a description of the written arrangements made with the utilities for the relocation of facilities in a manner that will not impede Project construction.

(f) **Accommodation of Utilities.** All utility facilities transferred to or remaining at a location within the right-of-way of a federally-aided highway must be accommodated in accordance with the provisions of the applicable federal regulations, including the then current version of 23 CFR Part 645; the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645, Subpart B, *Accommodation of Utilities,* and all subsequent amendments; and the Utility Regulations.

(g) **Reimbursement.** PennDOT is not reimbursing utility relocation activities for this Project.

(h) **Sponsor Cost in Event of Abandonment.** If the Sponsor exercises its option under section 18 of this agreement and abandons the Project after any utility has been authorized to proceed with its relocation work, the Sponsor, at its sole expense, shall reimburse the utility for its actual and related indirect costs and expense of work actually completed at the time of notification of the abandonment, plus any additional expenses incurred by the utility in restoring its system to normal operating conditions.

8. **Application to Pennsylvania Public Utility Commission.** The Sponsor shall make such applications to the PUC as are required for the construction and completion of the Project and shall present this agreement into evidence before the PUC with the request that the PUC allocate costs for said Project in accordance with this agreement. If the PUC, by order, allocates costs to PennDOT as a result of such application, the Sponsor shall pay the costs allocated to PennDOT.

9. **Right-of-Way Acquisition.**

(a) **Conditions Applicable to Reimbursement.** If the Project involves right-of-way acquisition the following conditions apply:

(i) The Sponsor shall acquire all necessary right-of-way by gift, agreement, dedication, purchase, condemnation (provided that the Sponsor is an entity that possesses the power of eminent domain), or a combination of these methods.

(ii) PennDOT will neither condemn nor acquire any property on behalf of the Sponsor if negotiations with a landowner fail.

(iii) The Sponsor shall be responsible for all negotiations, defense of all claims, and payment of all property damages or right-of-way costs resulting from the acquisition. The Sponsor shall strictly comply with all state laws, regulations, and policies governing right-of-way acquisition procedures.

(iv) Failure of the Sponsor to obtain the necessary right-of-way will be a breach of this agreement.

(v) The Sponsor may not begin to acquire the necessary right-of-way until the District Right-of-Way Administrator has certified that the Sponsor has the facilities and qualified personnel to proceed with right-of-way acquisition. If the Sponsor cannot satisfy the District Right-of-Way Administrator's requirements using the Sponsor's personnel, it must make alternative arrangements to the satisfaction of the District Right-of-Way Administrator prior to beginning right-of-way acquisition.

(vi) The Sponsor shall provide PennDOT with proper documentation and invoices verifying that it paid fair market value.

(vii) Unless the Project is subject to the HOP Regulations, the Sponsor is not required to prepare a right-of-way plan. If the Project is subject to the HOP Regulations, the Sponsor shall prepare a right-of-way plan in accordance with the requirements of these regulations.

(viii) The Sponsor shall transfer right-of-way required for any improvements to state highways to PennDOT upon completion of the Project in accordance with any right-of-way plans or other right-of-way documents. Where the Sponsor is a local government or other such public agency, and where it already owns property that it wishes to convert into legal right-of-way for a state highway as part of the Project (with or without match), the Sponsor shall provide either the appropriate deed showing such conversion; an ordinance; a resolution; or some other official act acceptable to PennDOT, permanently and irrevocably committing the property to state highway use as appropriate.

(b) **MTF Matching Funds.** If the Project involves right-of-way acquisition and the Sponsor wants the right-of-way acquisition to be considered as part of its MTF matching funds pursuant to section 11 of this agreement, it shall provide PennDOT with sufficient documentation and invoices verifying that it paid fair market value and shall demonstrate compliance with any other applicable conditions of this section.

(c) **No Reimbursement or Match Sought.** If the Project (i) does not involve right-of-way acquisition or (ii) the Project does involve right-of-way acquisition, but the Sponsor is neither seeking reimbursement nor requesting the acquisition to be considered part of its matching funds, then the conditions of this section do not apply.

10. **Availability of Sponsor Funds.** The Sponsor represents and warrants that it shall have on hand sufficient funds to meet all of its obligations under the terms of this agreement. Further, the Sponsor, and not PennDOT, shall bear and provide for all costs incurred in excess of those costs eligible for state-aid participation.

11. **Matching Funds for MTF.**

(a) **Percentage Required.** The Sponsor shall match the MTF award with local funding in an amount not less than 30% of the award costs. TIIF funds are not permitted to satisfy the local match requirement. In-kind contributions are not permitted to satisfy the local match requirement except as set forth in subsection (b).

(b) **Design, Environmental, and Right-of-Way Costs.** Costs incurred by the Sponsor for design, environmental, and right-of-way acquisition may be used as part of the matching funds if all the following conditions are met:

(i) the costs identified in Exhibit A are directly attributable and reasonable expenses of the Project, subject to review and approval by PennDOT;

(ii) the expenditures are eligible costs of the MTF or TIIF programs;

(iii) the Sponsor incurred the expenditures after November 25, 2013;

(iv) the expenditures meet all MTF or TIIF program requirements, including selection of consultants for engineering, design, and inspection in accordance with Publication 93 or equivalent qualifications-based selection procedures;

(v) the Sponsor has provided full documentation of reasonable costs to PennDOT, subject to review and approval by PennDOT; and

(vi) the matching funds approved by PennDOT have not been used as project match funds under another funding source or program.

(c) **Approved Match.** The Sponsor's matching funds, as approved by PennDOT, are set forth in Exhibit D attached to this agreement. Any changes to Exhibit D, which have not been approved in writing by PennDOT, will preclude reimbursement of funds.

12. **Contract Development.**

(a) **Sponsor's Responsibilities.** The Sponsor, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, and estimates and bid proposal documents required to bid the Project. All work must conform with applicable federal and state laws and requirements.

(b) **Publication to Be Followed.** The Sponsor shall comply with contract development activities in accordance with the current version of either Publication No. 740 or Publication No. 9. The Sponsor shall confer with PennDOT representatives to determine the appropriate publication to follow and shall comply with the appropriate publication selected by PennDOT, based on considerations that include location of the improvements, complexity of the Project, familiarity of PennDOT personnel with the subject matter or type of improvements, and allowance of as much flexibility as possible in oversight and administration of the Project.

(c) **Prequalification.** All bid documents will require that the contractor be prequalified by PennDOT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders,* unless PennDOT waives prequalification as provided in Chapter 457.

13. **Letting and Award.**

(a) **Letting and Award in ECMS.** Letting and award will be administered in ECMS. PennDOT shall advertise for bids, open bids, and with the concurrence of the Sponsor (to be indicated electronically) award the construction contract in the name of the Sponsor, all in accordance with Publication 740. The Sponsor shall enter into and execute the contract with the successful bidder electronically through ECMS. PennDOT, on behalf of the Sponsor, will then issue the notice to proceed to the selected contractor.

(b) **Review and Approval by PennDOT.** The advertisement and bid proposal documents are subject to PennDOT's review and approval before the Project can be advertised.

(c) **Registration as Business Partner.** If the Sponsor has not already executed a Business Partner Agreement and registered with PennDOT as a business partner in order to access ECMS, the Sponsor must execute a Business Partner Agreement with PennDOT in order to obtain this access prior to the Project's being advertised.

14. **Construction Inspection.**

(a) **Performance by Sponsor.** The Sponsor shall provide staff to inspect and supervise all construction work in accordance with the PennDOT approved plans and specifications. Inspection procedures and documentation must be in accordance with PennDOT policies, which includes Publication 2, Publication 282, and Publication 740. The Sponsor shall provide notice to PennDOT of significant project milestones.

(b) **Sponsor's Financial Responsibility.** The Sponsor shall pay for all required third-party construction inspection, including inspection conducted by PennDOT, in accordance with PennDOT-issued invoices.

(c) **Allowable Construction Engineering Costs.** Allowable construction engineering costs may include such work items as inspection, certification and testing of materials, and surveys, but in no event may they exceed ten percent of the MTF award.

(d) **Level and Frequency.** PennDOT shall determine the required level and frequency of inspection, according to the complexity of the Project.

(d) **Acceptance of Project.** Upon successful completion of the Project, PennDOT shall issue to the Sponsor a document indicating satisfaction with or acceptance of the Project.

15. **Payment Procedures and Responsibilities.**

(a) **General Requirements.** Subject to the terms of this agreement, PennDOT, from funds allocated for this Project, shall pay the Sponsor for a portion of the total allowable Project costs, as detailed in Exhibit A by dollar amounts and percentages. The Sponsor shall pay for the remainder of the total Project costs, again as detailed in Exhibit A by dollar amounts and percentages. Subject to PennDOT's approval, the Sponsor may reduce the scope of the Project if the costs exceed the available funds. The Sponsor shall also pay for all costs incurred in excess of those eligible for Project funding including the following:

(i) all costs relating to or resulting from changes made to the approved plans or specifications;

(ii) time delays and extensions of time or termination of construction work;

(iii) interest for late payments;

(iv) interest incurred by borrowing money;

(v) unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;

(vi) unforeseen utility relocations costs;

(vii) unforeseen costs for environmental litigation and documents; and

(viii) all other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition, and construction costs, but which are directly related to or caused by the planning, design, or construction of the Project.

(b) **Payment on Reimbursement Basis.** Payment procedures will be on a reimbursement basis and the following invoice reimbursement payment procedures apply:

(i) The Sponsor shall submit to PennDOT certified invoices for reimbursement for the following items:

A. allowable costs for work performed by the Sponsor's forces on the Project;

B. work performed on the Project by the Sponsor's contractors or consultants; and

C. allowable costs incurred in the acquisition of right-of-way and utility relocations, if applicable.

(ii) The Sponsor shall submit a maximum of two invoices per month within seven days of the established estimate dates.

(iii) The Sponsor shall include with the invoices' verification of payment of the consultants or contractors by means of a copy of the cancelled check or a certified letter from the consultants or contractors acknowledging payment.

(iv) After reviewing the verification concerning payment of the consultants or contractors and material certifications, and determining them to be satisfactory, PennDOT shall approve the invoices for payment.

(v) Upon approval of the invoices, PennDOT will forward to the Office of Comptroller Operations a cover letter containing the agreement number and invoice amount, together with a copy of the payment estimate.

(vi) As Project funds are made available, PennDOT shall reimburse the Sponsor for the proportionate share of the approved charges.

(c) **Additional or Extra Work.** PennDOT shall not reimburse the Sponsor for additional or extra work done or materials furnished that are not specifically provided for in the approved plans and specifications unless PennDOT has issued prior written approval of the additional or extra work or materials. If the Sponsor performs any work or furnishes any materials without PennDOT's prior written approval, the Sponsor does so at its own risk and expense. The Sponsor shall not interpret PennDOT's approval as authority to increase the maximum amount of reimbursement as specified in subsection (a) above.

(d) **Submission of Final Invoices.** The Sponsor shall submit its final invoices for reimbursement of the items set forth in subsection (b) to PennDOT within nine months of the expiration date of the agreement or acceptance of the Project, whichever occurs sooner. If the Sponsor fails to submit its final invoices within this nine-month period, it may forfeit all remaining PennDOT, TIIF, and MTF financial participation in the Project.

16. **Excess MTF Funds Remaining Upon Completion of Project.** If excess funds remain from the MTF award after completion of the Project, those funds will remain in the MTF for future awards.

17. **Records.** The Sponsor shall maintain, and shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records, and other evidence pertaining to costs incurred in the Project and shall make these materials available at all reasonable times during the contract period and for three years, unless extended by reason of litigation, investigation, or audit, from the date of submission of the final voucher for inspection or audit by PennDOT, or any other authorized representatives of the state government, and shall furnish copies to PennDOT if requested. Time records for personnel performing any work must account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the Sponsor shall keep, and shall require its consultants or contractors, as applicable, to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

18. **Abandonment or Postponement of Project.**

(a) **Termination by Sponsor.** If the Sponsor abandons or indefinitely postpones the Project, the Sponsor may terminate this agreement by sending to PennDOT a 30-day written notice of termination. Upon receipt of the written notice of termination, PennDOT shall not participate in any costs of a project that is not completed and the Sponsor shall reimburse PennDOT for all costs incurred by PennDOT for the Project. The Sponsor shall reimburse PennDOT, within 45 days of receipt of a statement from PennDOT, in an amount equal to the sum of the following:

(i) all MTF and TIIF funds received by the Sponsor from PennDOT for work performed under this agreement; and

(ii) all costs incurred by PennDOT under this agreement prior to receipt of notice of termination that have not been reimbursed from MTF or TIIF or by the Sponsor.

(b) **Failure to Reimburse PennDOT.** If the Sponsor fails to reimburse PennDOT within the time period set forth in subsection (a), the Sponsor will be in default; and PennDOT will be entitled to pursue appropriate remedies, including those set forth in section 25 where applicable and any and all actions, causes of action, claims, suits, or demands before any court of law or other appropriate tribunal.

19. **Maintenance and Operation of the Facility.**

(a) **Sponsor's Obligations.** The Sponsor, at its sole cost, shall operate and maintain all of the completed improvements financed under this agreement that fall under its jurisdiction. The Sponsor certifies that it shall make available sufficient funds to provide for the described maintenance program. Exhibit E, Requirements for Traffic Engineering Services and Functions, attached to this agreement lists the minimum requirements that the Sponsor must satisfy regarding the traffic engineering services to be provided as part of this maintenance program.

(b) **Acceptable Methods of Operation and Maintenance.** PennDOT, shall determine the existence of acceptable methods of operation and maintenance for the improvements financed under this agreement. These operation and maintenance services must be inclusive of the following:

(i) periodic inspections;

(ii) functional review of traffic operations;

(iii) appropriate preventative maintenance, which must include cleaning, lubrication, and refurbishing of all electrical equipment;

(iv) a systematic record-keeping system; and

(v) a means to handle the notification and implementation of emergency repairs.

(c) **Sponsor's Compliance with Statutes.** The existence of functioning maintenance and operation services will not exempt the Sponsor from complying with the provisions of the Vehicle Code (75 Pa. C.S. § 101 *et seq.*), pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*).

(d) **Administration of Statutes, Regulations, and Ordinances.** The Sponsor and PennDOT shall administer, enforce, and maintain any statutes, regulations, or ordinances within their respective jurisdictions necessary for the operation of the Project improvements. The enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law, as amended; as well as those ordinances, rules, and regulations issued by appropriate governmental agencies in implementation of these statutes.

(e) **Traffic Signals.** If the completed Project improvements include upgrades to traffic signal systems, the Sponsor shall continue to maintain and operate these traffic signal systems pursuant to traffic signal permits issued to it by PennDOT.

(f) **Traffic Controls and Parking Regulations.** Upon completion of the Project improvements, the Sponsor shall continue to maintain and enforce within the Project limits existing traffic controls and parking regulations that need to remain in place; and it shall impose within the Project limits any required new traffic controls and parking regulations, subject to the approval of PennDOT where appropriate. The Sponsor shall adopt any resolutions or enact any ordinances necessary to accomplish the imposition, maintenance, and enforcement of these controls and regulations.

(g) **Disqualification of Sponsor from Future State Financial Participation.** The Sponsor acknowledges that PennDOT may disqualify the Sponsor from future state participation on Sponsor-maintained projects if the Sponsor fails to:

(i) provide for the proper maintenance and operation of the completed improvements; or

(ii) maintain and enforce compliance with any statutes, regulations, or ordinances under its jurisdiction necessary for the operation of the improvements.

(h) **Withholding of State Funds.** The Sponsor agrees that PennDOT shall withhold state funds until one or both of the following (as applicable) have taken place:

(i) the Sponsor has corrected the operation and maintenance services; or

(ii) the Sponsor has brought traffic operations on the improvements, including enforcement of statutes, regulations, or ordinances, up to a level satisfactory to PennDOT.

20. **Necessary Approvals.** PennDOT's obligation to reimburse the Sponsor TIIF funds, under this agreement and with respect to the Project is contingent upon the enactment of capital budget legislation including a line item for the Project by the General Assembly of the Commonwealth, approval of such a capital budget by the Governor of the Commonwealth, placement of the Project on PennDOT's Twelve-Year Transportation Program, adoption of the Project as part of the 2023 Transportation Improvement Program, and release of the funding thus authorized and programmed for the Project by the appropriate Commonwealth officials.

21. **Central Contractor Registration.** The Central Contractor Registration and Universal Identifier Requirements apply to this agreement; and the Sponsor shall comply with the Central Contractor Registration and Universal Identifier Requirements, which can be found at https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx.

22. **Term of Agreement.**

    (a) **Completion of Work.** The term of this agreement will commence on the Effective Date. The Sponsor shall complete all physical work under this agreement within three years of the Effective Date. The time for completion of all physical work under this agreement may be extended by a Letter of Amendment as detailed in section 26(b). This agreement will remain in effect until the Project is completed or this agreement expires, unless it is abandoned or terminated sooner, except for those obligations that survive completion of the Project.

    (b) **Effective Date.** The Effective Date will be the date that this agreement is fully executed by the Sponsor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

23. **Termination of Agreement for Lack of Funds.** PennDOT may terminate this agreement if PennDOT does not receive the necessary state funds, TIIF funds, or MTF funds, allocated for the purpose stated in this agreement. Termination will become effective as of the termination date specified in PennDOT's written notice of termination. PennDOT shall reimburse the Sponsor for all eligible work performed under this agreement up to the date of the notice of termination, or such other date that the notice of termination specifies.

24. **Required Contract Provisions.**

    (a) **Conformity to All Applicable Federal and State Laws.** All designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work, and procedures in general will at all times conform to all applicable federal and state laws, rules, regulations, orders, and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing, and reporting provisions. Furthermore, the Sponsor shall include this same provision in its contracts for the Project.

    (b) **Commonwealth Standard Provisions.** The Sponsor shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the Commonwealth Standard Provisions attached as Exhibit F.

25. **Default Clause.** If the Sponsor fails to perform any of the terms, conditions, or provisions of this agreement, including, any default of payment for a period of 45 days, the Sponsor authorizes PennDOT to withhold so much of the Sponsor's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse PennDOT in full for all costs due under this agreement; and the Sponsor

authorizes PennDOT to withhold such amount and to apply such funds, or portion of such funds, to remedy such default.

26. **Amendments and Modifications.** Except as provided below, no alterations or variations to this agreement will be valid unless made in writing and signed by the parties. Amendments to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

    (a) **Letter of Adjustment.** If the Sponsor determines that the cost for any phase listed on Exhibit A should be redistributed, and the redistribution does not result in an increase or decrease in total Project costs or any increase in costs to the Sponsor, the Sponsor can request to redistribute such costs by sending PennDOT notification. If acceptable, PennDOT will approve the request via a letter of adjustment that will include a revised Exhibit A. The Letter of Adjustment must be executed by authorized representatives of PennDOT, the Sponsor, and the Office of Comptroller Operations. A sample letter of adjustment is attached to this agreement as Exhibit G. PennDOT cannot pay or reimburse the Sponsor for the costs of these phases until the Office of Comptroller Operations signs and dates the letter of adjustment. The letter of adjustment must be executed by authorized representatives of PennDOT, the Sponsor, and the Office of Comptroller Operations.

    (b) **Letter of Amendment.** If the cost for any phase of the Project listed in Exhibit A is blank, necessitating the subsequent provision of funding over the life of the Project, or the cost of any phase increases, causing the total cost of the Project to increase, and PennDOT is willing to provide additional funding because of the increased cost, the parties shall execute a letter of amendment that will include a revised Exhibit A. Alternatively, if the parties determine that additional time is needed to complete the Project, PennDOT may grant a time extension to the Sponsor to complete the Project via a letter of amendment that will include a new Project completion deadline. Adequate funds must be available before the parties can execute the letter of amendment to add funds. The letter of amendment is not effective until duly authorized representatives of the Sponsor, PennDOT, the Office of Chief Counsel, and the Office of Comptroller Operations sign and date the letter of amendment. A sample letter of amendment is attached as Exhibit H.

(c) **No Retroactive Payments.** If the Sponsor proceeds to construction before funds are made available, either through this agreement, or a letter of amendment, or letter of adjustment, signed by the appropriate parties, PennDOT shall not permit retroactive payment to the Sponsor for costs it incurred before the funds became available, unless PennDOT, in writing, has authorized the Sponsor to incur costs before full execution of the agreement in accordance with section 2(d), above.

(d) **Fully Executed Formal Amendment.** All other changes to terms and conditions of this agreement must be in the form of a fully executed formal amendment signed by all the same entities that executed the original agreement.

27. **Diverse Business Participation for Non-Federal-Funded Projects.** The Sponsor shall comply with 74 Pa. C.S. § 303 (Diverse business participation) and Exhibit I, *Designated Special Provision* 4.

28. **Multiple Funding Sources.** If the Project is also funded through 74 Pa. C.S. § 2104(a)(4), relating to funding eligible programs by the Commonwealth Financing Authority, and the requirements set forth by that funding source conflict with the requirements set forth in this agreement, the stricter requirements will control.

29. **Severability.** The provisions of this agreement are severable. If any phrase, clause, sentence or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person or circumstance will not be affected.

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

31. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Sponsor and PennDOT, or as constituting PennDOT as the representative or general agent of the Sponsor.

32. **Assignment.** This agreement may not be assigned, either in whole or in part, without PennDOT's prior written consent.

33. **No Third-Party Beneficiary Rights.** This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.

34. **Notices.** All notices and reports required by the provisions of this agreement must be in writing and given to the parties by regular mail, e-mail, or delivery in person:

If to PennDOT:

Edward Reagle
District 6-0

7000 Geerdes Blvd.
King of Prussia, PA 19406
610-757-1884
c-edreagle@pa.gov

If to the Sponsor:

James Logan
City Manager
One City Hall Place
Coatesville, PA 19320
610-679-6061
jlogan@coatesville.org

Either party may update this contact information without the need for formal amendment by providing the other party notice.

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

36. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. It is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any

evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

37. **Counterparts Provision.** The parties may execute this agreement in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

38. **Electronic Signatures.** The parties may sign this agreement electronically in accordance with the Electronic Transactions Act, 73 P.S. § 2260.301, *et seq.*

[The remainder of this page is intentionally left blank.]

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

CITY OF COATESVILLE

BY_______________________ 3/10/26
Date

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_______________________
(Asst.) District Executive Date

APPROVED AS TO LEGALITY
AND FORM

BY_______________________
Office of Chief Counsel Date

Fund Encumbrance No.___________

BY_______________________
Office of General Counsel Date

BY_______________________
Comptroller Operations Date

BY_______________________
Office of Attorney General Date

18-AT-96.6-026

EXHIBIT A

Project Cost Estimate

MPMS 111761

LINCOLN HIGHWAY STREETSCAPE

CITY OF COATESVILLE

Task	MTF GRANT	TIIF	MTF SPONSOR MATCH	SOURCE	OTHER	SUBTOTAL
Administrative						$0
Contingency						$0
Pre. Eng		$357,000		CITY FUNDS	$75,000	$432,000
Env. Clearance						$0
Final Design						$0
Right of Way						$0
Utilities				CITY FUNDS	$60,000	$60,000
Construction	$121,955	$764,158	$36,587	CITY FUNDS	$676,730	$1,599,430
Inspection		$160,000				$160,000
SUBTOTAL	$121,955	$1,281,158	$36,587		$811,730	$2,251,430

OTHER costs are DCED grant with no match ($751,730) plus City cost for utility ($60,000).

Both MTF and DCED allow 10% maximum for design cost

MTF grant requires 30% sponsor match

EXHIBIT B

Form Date: August 16, 2021
Transportation Infrastructure Investment Funding
Sponsor: City of Coatesville.
Project Scope (short narrative): Lincoln Highway Streetscape

PROJECT EVALUATION INTENSITY	
Element	**Level of Intensity**
Consultant Selection (if Engineering costs are to be reimbursed)	Level :High (ECMS)
Engineering/Design (PE & FD)	Level :High (ECMS let)
Environmental Coordination	Level :High (Environmental Document)
Utility Relocation	Level :High (Utility Clearance)
Railroad Considerations/PUC	Level :NA
Right of Way Acquisition	Level :N/A
Contract Development/Bid Letting	Level :High (ECMS let)
Construction/Construction Inspection	Level :High (ECMS let)

pennsylvania
DEPARTMENT OF TRANSPORTATION

Multimodal Transportation Fund Grant Environmental Document Cover Sheet

EXHIBIT C

Funding
100% State Funded Multimodal Transportation Fund Project

Applicant	
Name:	Click here to enter text.
Title:	Click here to enter text.
Organization:	Click here to enter text.
Address:	Click here to enter text.
Phone:	Click here to enter text.
Fax:	Click here to enter text.
Email:	Click here to enter text.

Type	
Phase: Evaluation	
Classification: ED Multimodal Transportation Fund Grant Agreements (100% State Funding)	To document an ED: • Complete form • Submit form for review and approval by _______________
Formal scoping is not required for Multimodal Transportation Fund Grant Agreements.	

PennDOT Assigned Personnel:	
Name:	Click here to enter text.
Phone:	Click here to enter text.
Email:	Click here to enter text.

Multimodal Transportation Fund Grant Environmental Document

for 100% State Funded Multimodal Transportation Fund Grant Projects

Evaluation

Project Information							
MPMS	Enter MPMS if applicable	**BMS**	Enter BMS if applicable	**BRKEY**	Enter BRKEY if applicable	**SR/Sec**	Enter SR/Sec if applicable
County	Enter County	**Municipality**	Enter Municipality	**Seg/ Offset Start**	Enter Seg/Offset Start if applicable	**Seg/ Offset End**	Enter Seg/Offset End if applicable

Project: Click here to enter text.

Date of the Scoping Field View (optional): Click here to enter a date.

Project Description

Project Purpose

Click here to enter text.

Why the project is needed? — Project Need(s)

Click here to enter text.

Description of Activity

Click here to enter text.

Are temporary easements required? ☐ Yes ☐No

If yes, describe extent of temporary easements.

Will there be any permanent acquisitions required? ☐ Yes ☐No

If yes, describe permanent acquisitions.

Resource Analysis

Answer YES to indicate that a resource is present.

If YES, briefly discuss potential impacts and related commitments to avoid, minimize or mitigate. Attach additional documentation as required to document project impacts and any mitigation measures.

Answer NO to indicate that a resource is not present.

1. Streams (in general)	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.

2.	Wild or Stocked Trout Streams	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
3.	High Quality/EV Streams	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
4.	Federal Wild and Scenic Rivers or Streams	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
5.	State Scenic Rivers and Streams	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
6.	Wetlands	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
7.	Federally Proposed, Candidate, or Listed; or State Listed Threatened & Endangered Species	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
8.	Agricultural Resources	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
9.	Historic Properties or Archaeological Resources	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
10.	Public Controversy on Environmental Grounds	☐ Yes ☐No If yes, provide information here.
11.	Resources protected under Section 2002 (Parks & Recreational Facilities; State or National Forests; Game Lands; or Historic Properties).	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
12.	Water Trails	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
13.	Hazardous, Residual, or Municipal Waste Sites	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
14.	Regulated floodplain within or beyond the project limits.	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
15.	Navigable watercourses which require U.S. Coast Guard coordination or a waterway which requires an Aid to Navigation Plan.	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.
16.	Noise Impacts	☐ Yes ☐No If yes, provide information on potential impacts and mitigation.

17. Land involving: • Section 6(f) of LWCF Act • Project 70 (Land Acquisition & Borrowing Act) • Project 500 (Land & Water Conservation & Reclamation Act)	☐ Yes ☐No ☐ Yes ☐No

• Recreational Improvement and Rehabilitation Act (RIRA) • Growing Greener Bond Fund (GG2) • Keystone Recreation, Park and Conservation Fund (Key 93) • Environmental Stewardship Fund Act (ESF) • Other	☐ Yes ☐No
	☐ Yes ☐No
	☐ Yes ☐No
	☐ Yes ☐No
	☐ Yes ☐No
	☐ Yes ☐No
	If yes, provide information on potential impacts and mitigation.
DEP/USACE Permit Required?	☐ Yes ☐No If yes, provide information here.
Mitigation or other commitments included?	☐ Yes ☐No If yes, provide information here.

The project is appropriate to be described as an Environmental Document (ED) in accordance with PennDOT Publication 10B, Chapter 6.

Prepared by:	Click here to enter text.	Click here to enter a date.
	Name/Title	Date
Approved by:	Click here to enter text.	Click here to enter a date.
	Name/Title	Date

Additional Information

Remarks, Footnotes, Supplemental Data

Click here to enter text.

Attachments

Attach: (1) Project Location Map; (2) PNDI receipt; (3) Results of PNDI agency coordination; and (4) any other pertinent project information.

List attachments below:

Click here to enter text.

EXHIBIT D

MULTIMODAL TRANSPORTATION FUND MATCHING FUNDS DOCUMENTATION

Project Recipient:	City of Coatesville
Project Title:	Lincoln Highway Streetscape
County:	Chester
Municipality:	City of Coatesville
Total Project Cost:	$2,251,430
Amount of Award:	$121,955
Amount of Matching Funds:	$36,587

Sources of Matching Funds	AMOUNT	DATE FUNDS WERE SECURED	FUNDS USED FOR MATCH IN OTHER PROGRAMS? Y/N
City Funds	$36,587	11/6/23	N
TOTAL			

EXHIBIT E

REQUIREMENTS FOR TRAFFIC ENGINEERING SERVICES AND FUNCTIONS

1. The Sponsor must provide for the proper maintenance of all completed project(s) under its jurisdiction. To comply with this requirement, the Sponsor shall establish or maintain a functional traffic engineering unit throughout the design life of all project(s).

2. A functional traffic engineering unit consists of, at a minimum:

   (a) a competent and qualified traffic engineer; and

   (b) a maintenance staff with at least one licensed electrician skilled in the operation and repair of traffic signal equipment.

3. To be considered capable of effectively maintaining completed project(s), the SPONSOR maintenance staff must be provided with the proper equipment and materials necessary, at a minimum, to:

   (a) repair and replace worn out or damaged signal equipment;

   (b) install new and replace damaged or obsolete traffic signs; and

   (c) install or replace paint and thermoplastic pavement markings.

4. The Sponsor should evaluate its present and proposed organizational charts to determine if the Sponsor is capable of providing a functional traffic engineering unit within its organization. Guidelines for considering the inclusion of a functional traffic engineering unit have been published by the Institute of Traffic Engineers ("ITE"), and should be reviewed by Sponsor in evaluating its organizational chart. The ITE guidelines make reference to the Model Traffic Ordinance (*Uniform Vehicle Code and Model Traffic Ordinance*, published by the National Committee on Uniform Traffic Laws and Ordinances) as being the best method of providing the legal basis for establishing a traffic engineering function.

5. If the Sponsor is unwilling or unable to provide the traffic engineering function from within its organization, the Sponsor has the option of contracting with an outside agent or agency for the required traffic engineering expertise and maintenance.

6. Functional Traffic Engineering Unit Method.

   (a) In preparing to comply with this Exhibit, the Sponsor must select one of the following methods for providing a functional traffic engineering unit:

      (i) Sponsor's Traffic Engineer and Sponsor's Maintenance Staff;

      (ii) Contractual Traffic Engineer and Sponsor's Maintenance Staff;

(iii) Contractual Traffic Engineer and Contractual Maintenance Staff; or

(iv) Sponsor's Traffic Engineer and Contractual Maintenance Staff.

(b) Depending on which method is chosen, the guidelines for the functional traffic engineering unit shall include, but not be limited to, the following:

(i) **Sponsor's Traffic Engineer**:

(1) a brief description of educational background and work experience including the length of employment as the Sponsor's Traffic Engineer;

(2) a description of duties assigned and powers delegated to the Sponsor's Traffic Engineer under ordinance; and

(3) an organizational chart showing the Traffic Engineer's position in the hierarchy of the Sponsor's government.

(ii) **Sponsor's Maintenance Staff:**

(1) the number of employees permanently assigned to this function and the number which may be assigned on a temporary basis;

(2) a brief description of the organization of the staff, including the length of time that it has been in existence; and

(3) a clear demonstration of the maintenance staff's ability to properly maintain and repair traffic signal equipment.

(iii) **Contractual Traffic Engineer**:

(1) the Sponsor's assurance that the Contractual Traffic Engineer hired is qualified and competent in all aspects of traffic engineering; and

(2) it will not be necessary to include the name and professional background of the individual or organization.

(iv) **Contractual Maintenance Staff**:

(1) a brief description of the organization to be hired, including a history of its experience in this field; and

the Sponsor's assurance that the organization is capable of properly maintaining and repairing traffic signal equipment and that it has adequate staff available in case of emergency.

EXHIBIT F

Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

a. **Enhanced Minimum Wage.** Contractor shall pay no less than $15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.

b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees

   i. Exempt from minimum wage under the Minimum Wage Act of 1968;

   ii. covered by a collective bargaining agreement;

   iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or

   iv. required to be paid a higher wage under any state or local policy or ordinance.

d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.

g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contact or lease to ensure that these provisions are binding on its subcontractors.

3. **INDEMNIFICATION.**

a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.

b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. **NONDISCRIMINATION/SEXUAL HARASSMENT.**

a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, 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.

ii. 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 employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.

iii. 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 this contract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.

v. 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.

c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

f. **Subcontracts**. The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

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

iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "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, as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "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.

b. **Representations and Warranties.**

i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

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 are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.

iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:

i. maintain the highest standards of honesty and integrity.

ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.

iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

v. 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. The Contractor must 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 the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.

vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.

viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the 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 the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

i. 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. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

ii. 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 and make identified Contractor employees available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, 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. This information may include, but is 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.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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 contract.

f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

a. **Definition.** For the purpose of these provisions, the term "Contractor" means 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. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. **Contractor Representations.**

  i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this 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 make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.

  ii. The Contractor represents that as of the date of its execution of this 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.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

e. **Reimbursement.** The Contractor shall 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 contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not 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.

f. **Suspension and Debarment List.** The Contractor may obtain a 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.

7. AMERICANS WITH DISABILITIES ACT.

a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.

b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

a. **Applicability**. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:

i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

d. **Reimbursement.**

i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of 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.

e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.

f. **Waiver.** As between the parties, the Contractor waives 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.

g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

12. WORKER PROTECTION AND INVESTMENT.

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

a. Construction Workplace Misclassification Act;

b. Employment of Minors Child Labor Act;

c. Minimum Wage Act;

d. Prevailing Wage Act;

e. Equal Pay Law;

f. Employer to Pay Employment Medical Examination Fee Act;

g. Seasonal Farm Labor Act;

h. Wage Payment and Collection Law;

i. Industrial Homework Law;

j. Construction Industry Employee Verification Act;

k. Act 102: Prohibition on Excessive Overtime in Healthcare;

l. Apprenticeship and Training Act; and

m. Inspection of Employment Records Law.

EXHIBIT G

SAMPLE LETTER OF ADJUSTMENT

Date
[Sponsor Name]
ATTN: [Contact]
[Address]
[City], [State] [Zip Code]

Re: Adjustment [ADJUSTMENT LETTER DESIGNATIONS]
Agreement # [CONTRACT NUMBER]

Per the terms of the subject agreement, PennDOT will redistribute the costs in the current Estimated Project Cost Exhibit, with no change in the total Project costs, by increasing/decreasing the costs of the phases within the project as shown in the attached Exhibit A, which replaces the current exhibit.

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

We are requesting your concurrence as to the adjustment of the above-referenced agreement. If you agree to the adjustment, please execute this letter. If you have any concerns of the redistribution of costs, please contact us within ten days of this notice; otherwise, please execute this letter.

Your response is required no later than .

This letter of adjustment is not effective until all required signatures are affixed to this letter. Please send a copy of the fully executed letter of adjustment to the Director, Multimodal Transportation Deputate.

.... Sincerely,

.... [SIGNATURE]
.... Director, Multimodal Transportation Deputate
.... Multimodal Transportation Fund

.... [SIGNATURE]
.... Project Manager

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

....	Signature:________________________	
....	Title: ______	Date

Reimbursement Amendment No. Click or tap here to enter text. is split Click or tap here to enter text., expenditure amount of Click or tap here to enter text. for federal funds and Click or tap here to enter text., expenditure amount of Click or tap here to enter text. for state funds. The related federal assistance program name and number is Click or tap here to enter text.; Click or tap here to enter text.. The state assistance program name and number is Click or tap here to enter text.; Click or tap here to enter text..

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

....	BY______________________________	
	for Office of Comptroller Operations	Date
....	BY______________________________	
	(Asst.) District Executive	Date

Enc.

Letter of Adjustment

EXHIBIT H

LETTER OF AMENDMENT

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

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

Dear Sponsor:

Per the terms of the subject agreement, the Department is willing to amend the terms by extending the length of time to complete the project from [enter text] to [enter text], or, to increase the total project costs from Click or tap here to enter text. to Click or tap here to enter text. as shown in the attached Exhibit "Click or tap here to enter text." This amendment will become effective once all required signatures are affixed to this document.

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

IF APPLICABLE: Since the date of the Original Agreement, some standard provisions and accompanying exhibits have been updated; copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the Original Agreement.

Your response is required no later than Click or tap here to enter text..

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

Signature: ______________________________ Date: ________________

Title: ______________________________

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

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

Sincerely,

Project Manager

Director, Multimodal Transportation Deputate
Multimodal Transportation Fund

Approved for Form and Legality:

(Asst.) District Executive Date

for Chief Counsel Date

Comptroller Signature Date

Reimbursement Amendment No. Click or tap here to enter text. is split Click or tap here to enter text., expenditure amount of Click or tap here to enter text. for federal funds and Click or tap here to enter text., expenditure amount of Click or tap here to enter text. for state funds. The related federal assistance program name and number is Click or tap here to enter text.; Click or tap here to enter text.. The state assistance program name and number is Click or tap here to enter text.; Click or tap here to enter text..

EXHIBIT I

Appendix C – Designated Special Provision 4 (DSP4)
408/2020

C4 – 1
Initial Edition

APPENDIX C DESIGNATED SPECIAL PROVISION 4 (DSP4)

DIVERSE BUSINESS (DB) REQUIREMENTS
For Non-Federally Funded Construction Projects

NOTE: For use in non-federally funded construction contracts administered and issued by the Pennsylvania Department of Transportation (Department).

I. GENERAL GOOD FAITH EFFORT REQUIREMENTS—

Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. §303, requires bidders on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Department to make good faith efforts to solicit subcontractors that are Diverse Businesses (DBs) as defined in Section
303. The DB requirements of Section 303 apply to this contract.

Under the statute, bidders must make good faith efforts as set forth below to ensure that DBs have the opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to exert good faith efforts in the solicitation of subcontractors that are DBs may result in the bidder being declared ineligible for the contract.

Document and submit to the Department all good faith efforts to solicit subcontractors that are DBs as more fully described below. Bidders are encouraged to utilize and give consideration to second-tier or lower-tier subcontractors offering to utilize DBs in the selection and award of contracts.

When declared the low bidder provide to the Department within 7 calendar days of being declared the low bidder, the name and business address of each subcontractor that is a DB and will provide the contractor with construction or professional services in connection with the performance of the contract, all as set forth below.

If it becomes necessary to replace a subcontractor that is a DB at any time during the evaluation of a bid or construction of a project the bidder or contractor, as appropriate, immediately notify the Department of the need to replace the DB. Include the reasons for the replacement in the notice.

Good faith efforts to solicit and use DBs are in addition to all other equal opportunity requirements of the contract.

Failure to comply with requirements of Section 303 or as specified may constitute a breach of contract and may result in imposition of sanctions as appropriate under Section 531 of the Procurement Code, 62 Pa.C.S. §531 (relating to debarment and suspension).

The Department requires that all prime contractors including DB prime contractors perform at least 50% of the work on a Department construction project. The Department strongly encourages DB prime contractors to make additional outreach efforts to solicit DBs to perform subcontracting work on the project.

If there is a conflict between any term or condition of this special provision and the Department's Publication 408 Specifications, the term or condition of this special provision applies, including but not limited to the definition of subcontractor and the prompt payment requirements in subsection V(f).

II. DEFINITIONS—

The following definitions apply for terms used in this specification:

(a) **Disadvantaged Business.** A business that is owned or controlled by a majority of persons, not limited to
members of minority groups, who are subject to racial or ethnic prejudice or cultural bias.

(b) **Diverse Business (DB).** A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization and is both an ECMS Business Partner and pre-qualified, if required.

(c) **ECMS.** The Department's Engineering and Construction Management System.

(d) **ECMS Business Partner.** An individual, firm, partnership, or corporation that has a valid Registered Business Partner Identification issued by the Department through ECMS.

(e) **Good Faith Effort Review Officer.** The Department's Executive Deputy Secretary for Administration or his/her designee, who reviews good faith efforts submitted by bidders.

(f) **Minority-owned Business.** A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

(g) **Professional Services.** An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including design professional services as defined in Section 901 of the Procurement Code, 62 Pa.C.S. §901 (relating to definitions); legal services; advertising or public relations services; accounting, auditing or actuarial services; security consulting services; computer and information technology services; and insurance underwriting services.

(h) **Service-disabled Veteran.** Being in possession of a disability rating letter issued by the United States Department of Veterans Affairs or a disability determination from the United States Department of Defense or, if approved by the Department of General Services, a surviving spouse or permanent caregiver of a such a service-disabled veteran.

(i) **Service-disabled Veteran-owned Small Business.** A business in the United States which is independently owned and controlled by a service-disabled veteran or veterans, not dominant in its field of operation, and employs 100 or fewer employees.

(l) **Subcontractor.** Any individual, partnership, firm, or corporation entering into a contract with the prime contractor for work under the contract, including those providing professional and other services.

(m) **Third-party Certifying Organization.** An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a DB, including the National Minority Supplier Development Council; the Women's Business Enterprise Council, the Small Business Administration; the Department of Veterans Affairs; and the Pennsylvania Unified Certification Program.

(o) **Veteran.** An individual who served on active duty in the United States Armed Forces, including a reservist or member of the National Guard who was discharged or released from the service under honorable conditions, a reservist or member of the National Guard who completed an initial term of enlistment or qualifying period of service, and a reservist or member of the National Guard who was disabled in the line of duty during training.

(p) **Veteran-owned Small Business.** A business in the United States which is independently owned and controlled by a veteran or veterans, is not dominant in its field of operation, and employs 100 or fewer employees.

III. ACTIONS REQUIRED BY THE BIDDER AT THE BIDDING STAGE AND PRIOR TO AWARD—

(a) **Submission Requirements.** The apparent low bidder that will self-perform 100% of its contract is required to submit paper documentation by 3:00 P.M. prevailing local time within 7 calendar days after the bid opening. Submit paper documentation by email to minorityparticipation@pa.gov or by fax to (717) 705-1504. This paper documentation will become part of the contract.

The apparent low bidder that will not self-perform 100% of its contract is required to demonstrate its good faith efforts to solicit subcontractors that are DBs through the Department's ECMS website by 3:00 P.M. prevailing local time within 7 calendar days after the bid opening. Present good faith efforts by either completing the commitment and solicitation screens in ECMS or submitting paper documentation by email to minorityparticipation@pa.gov or by fax to (717) 705-1504 for all DBs that are not listed in ECMS. The good faith efforts will become part of the contract.

The paper documentation of good faith efforts must include the business name and business address of each DB that is not an ECMS Business Partner, as well as all good faith efforts to solicit other DBs that are not ECMS Business Partners. Supporting documentation must also include a DB acknowledgment for each DB providing construction or professional services, proof of certification for DBs that are not ECMS Business Partners, and any explanation of good faith efforts the bidder would like the Department to consider. Any services to be performed by a DB are required to be readily identifiable to the project.

If you have any questions on using a DB not listed on the ECMS DB Listing, contact the ECMS help desk at 855-783-8330 or at 717-783-8330.

When the seventh (7th) calendar day after the bid opening falls on a day that the Department offices are closed, submit the good faith efforts by 3:00 P.M. prevailing local time on the next business day. If assistance with the DB submission is needed, contact the ECMS Help Desk at 855-783-8330 or at 717-783-8330. ECMS Help Desk assistance is available 24 hours a day, 7 days a week.

Failure to electronically submit good faith efforts (including the commitment and solicitation screens as well as all supporting paper documentation) within 7 calendar days of the bid opening by the 3:00 P.M. deadline will result in rejection of the bid. The apparent next lowest bidder will be notified by email to electronically submit good faith efforts in the manner described above by 3:00 P.M. prevailing local time within 7 calendar days notification.

(b) **Good Faith Efforts Requirements.** Good faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The following illustrate the types of efforts that may be taken, but they are not deemed to be exclusive or exhaustive. The Good Faith Review Officer may consider other factors and types of efforts included in a bidder's submission of good faith efforts if deemed relevant.

1. Efforts made to solicit through all reasonable and available means (e.g., use of the DB Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBs with the capability to perform subcontracted work. The bidder should provide written notification, at least 15 calendar days before the bid opening, to allow the DBs to respond to the solicitation. The bidder must determine with certainty if the DBs are interested by taking appropriate steps to follow up initial solicitations.

2. Efforts made to select portions of the work to be performed by DBs. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DB participation.

3. Efforts made to provide interested DBs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Efforts made to negotiate in good faith with interested DBs. Bidders are encouraged to make a portion of the work available to DBs and to select those portions of the work needs consistent with the available DBs so as to facilitate participation of DBs. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DB subcontractors, and would take a firm's price and capabilities into consideration as well as its own ability or desire to perform the work with its own work force.

5. Efforts made to thoroughly investigate DBs for qualification based on their capabilities. Bidders cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on this investigation of their capabilities. The DB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the good faith efforts requirement.

6. Efforts to assist interested DBs in obtaining bonding, lines of credit, or insurance.

7. Efforts to assist interested DBs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Efforts to effectively use existing databases and the resources of supportive services to assist in finding DBs.

IV. ACTIONS TO BE TAKEN BY THE DEPARTMENT BEFORE AWARD—

(a) **Approval.** If the apparent low bidder submits acceptable good faith efforts by the deadline and meets all other contract requirements, the Department will approve the submission. The Good Faith Review Officer will make the determination of whether the good faith efforts are acceptable. The contractor may be contacted for clarifications during the review.

(b) **Conditional Approval.** The Department will issue a conditional approval of the good faith efforts to the apparent low bidder if any DB listed is not prequalified, if required, or not an ECMS Business Partner at the time the Department desires to award the contract.

(c) **Rejection of Bid.** If the Good Faith Review Officer determines that the apparent low bidder has failed to make acceptable good faith efforts, the bid will be rejected and the apparent low bidder will be notified of the rejection. The Department will then notify, by email, the apparent next lowest bidder on the project to electronically submit good faith efforts through ECMS by 3:00 P.M. prevailing local time within 7 calendar days after notification. When the seventh (7th) calendar day after the notification falls on a day the Department offices are closed, submit good faith efforts by 3:00 P.M. prevailing local time on the next business day.

V. ACTIONS REQUIRED BY THE CONTRACTOR DURING CONSTRUCTION—

(a) **DB Participation.** Continue good faith efforts for the life of the project.

(b) **Subcontractor Approval.** Firms are not to commence work until they are approved.

All firms listed in the good faith efforts submission, including those providing professional and other services, must be submitted for subcontractor approval after the contract is executed and approved before the DB's actual performance of work. Submit for subcontractor approval any DB to be utilized whether or not they are listed in the good faith efforts submission approved by the Good Faith Review Officer.

For a contractor that declared that it will self-perform 100% of its project, adding a subcontractor requires a good faith effort. Attach the good faith effort documentation along with the Public Works Employment Verification Form to the ECMS subcontractor request.

When submitting a request for subcontractor approval, provide, in accordance with Section 108.01(e), a copy of the subcontract or agreement or:

- A copy of the executed signature page,
- A copy of the description of the scope of work, and
- A copy of the unit prices as they appear in the subcontract or agreement.

(c) **Conditional Approval Resolution.** Continually monitor conditional approval of DB subcontractors. Examples of these conditional approvals may include prequalification requirements.

(d) **Replacement of DB.** If it becomes necessary to replace a subcontractor that is a DB at any time during construction of the project immediately notify the Department of the need to replace the DB. Include the reasons for the replacement in the notice.

(e) **Additional Work.** The obligation to make good faith efforts to solicit subcontractors that are DBs extends to additional work required for any classification of work which is identified as to be performed by a DB.

(f) **Progress Payments.** Make payments to DB subcontractors in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §§3931 et seq. Performance of work by a DB subcontractor in accordance with the terms of the contract entitles the subcontractor to payment. Enter DB progress payments into ECMS monthly. The payments cannot be entered into ECMS until there is an approved subcontractor request. Bring to the attention of the Department, in writing, any situation in which regularly scheduled progress payments are not made to DB subcontractors.

(g) **Records and Reports.** Keep such project records as are necessary to perform the reporting function discussed below. These records can be used as documentation of good faith efforts. Design these records to indicate:

1. The number of DB and non-DB subcontractors and the type of work or services performed on the project.

2. The progress and efforts made in seeking out DB contractor organizations and individual DBs for work on the project.

3. Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBs for the project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DB for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Enter the payment information in ECMS "DB Payments" within 5 business days after the end of the month and include the following:

   a. The number of contracts awarded (with approved subcontractor requests) to DBs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.

   b. The amount paid to each DB during the month and the amount paid to date. If no payments are made to a DB during the month, enter a zero ($0.00) payment.

c. Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBs work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

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

VI. ACTIONS REQUIRED BY THE CONTRACTOR FOLLOWING COMPLETION OF CONSTRUCTION

When requested, or within 30 days of the end of the contract submit a report to the Department summarizing the use of approved subcontractors not on the ECMS DB Listing. Identify in the report the name of the subcontractor; the nature of the work performed by the subcontractor (i.e. prime contractor, direct or tiered subcontractor; who certified the subcontractor as a DB; the subcontractor's ECMS Business Partner number; the subcontractor's ECMS contract number; and the amount of their subcontract. For direct and tiered subcontractors, provide the amount of the contract that is performed, managed and supervised by the DB's own forces. Include the cost of supplies and materials obtained by the DB for the work of the subcontract, including supplies purchased or equipment leased by the DB. The amount a DB subcontracts or leases to another non-DB firm must be excluded. The value of the subcontracted work may be counted only if the DB's subcontractor is itself a DB; work that a DB subcontracts to a non-DB firm does not count.

VII. ACTIONS TO BE TAKEN BY THE DEPARTMENT FOLLOWING CONSTRUCTION—

Upon completion of the work the Department will review the actual DB participation and make a determination regarding the contractor's compliance with Section 303 and this special provision. Sanctions may be imposed for noncompliance.

WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

Logan	3/10/26
Signature	***Date*** 3/10/26
James Logan	
Name (Printed)	
City Manager	
Title of Certifying Official (Printed)	
City of Coatesville	
Contractor/Grantee Name (Printed)	