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RESOLUTION # 11-2015

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
DAUPHIN COUNTY BOARD OF COMMISSIONERS TO EXECUTE
A FEDERAL-AID BRIDGE PROJECT SUPPLEMENTAL
REIMBURSEMENT AGREEMENT**

WHEREAS, Dauphin County is entering into a Federal-Aid Bridge Project Supplemental Reimbursement Agreement with the Commonwealth of Pennsylvania through the Commonwealth of Pennsylvania Department of Transportation; and

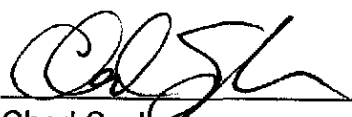
WHEREAS, a resolution is required under the Federal-Aid Bridge Project Supplemental Reimbursement Agreement to name the individuals to sign the agreement and attest to the agreement.

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

Commissioner Jeff Haste is authorized to sign the Federal-Aid Bridge Project Supplemental Reimbursement Agreement on behalf of Dauphin County and that Chad Saylor as Chief Clerk and Chief of Staff is authorized to attest to the Federal-Aid Bridge Project Supplemental Reimbursement Agreement.


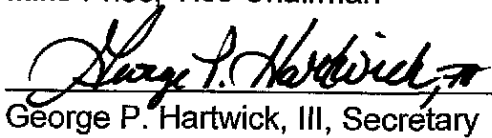
ADOPTED AND RESOLVED, by the Board of Commissioners of Dauphin County, Pennsylvania, in lawful session duly assembled on the 8th day of April, 2015.

ATTEST:



Chad Saylor
Chief Clerk/Chief of Staff

**DAUPHIN COUNTY
BOARD OF COMMISSIONERS**


Jeff Haste, Chairman
Mike Pries, Vice Chairman
George P. Hartwick, III, Secretary

(Seal)

EFFECTIVE DATE _____
(Department will insert)
COUNTY Dauphin
MUNICIPALITY South Hanover Township

AGREEMENT NO. 089633C
FID NO. 23-6003043
SAP VENDOR NO. 139086
MPMS NO. 18900

FEDERAL-AID BRIDGE PROJECT SUPPLEMENTAL REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“DEPARTMENT”),

and

the Dauphin County Board of Commissioners, of the Commonwealth of Pennsylvania, acting through its proper officials (“MUNICIPALITY”).

RECITALS:

WHEREAS, the COMMONWEALTH and the MUNICIPALITY under date of February 24, 2011, entered into an agreement designated in the COMMONWEALTH’s files as No. 089633 (“AGREEMENT”), wherein the COMMONWEALTH and the MUNICIPALITY agreed to participate in a Federal-Aid Bridge Project to improve the Duke Street Bridge Over Swatara Creek; and

WHEREAS, the COMMONWEALTH and the MUNICIPALITY under date of April 16, 2012, entered into a supplemental agreement designated in the COMMONWEALTH’s files as No. 089633A (“AGREEMENT”), wherein the COMMONWEALTH and the

MUNICIPALITY agreed to add additional funding to the project's preliminary engineering phase; and

WHEREAS, the COMMONWEALTH and the MUNICIPALITY under date of May 29, 2014, entered into a supplemental agreement designated in the COMMONWEALTH's files as No. 089633B ("AGREEMENT"), wherein the COMMONWEALTH and the MUNICIPALITY agreed to add additional funding to the project's preliminary engineering phase and final design phase; and

WHEREAS, both the COMMONWEALTH and the MUNICIPALITY are desirous of supplementing the AGREEMENT to allow for additional funding for the project's utilities, right-of-way and construction phases, and to make other modifications to the AGREEMENT, in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

1. RECITALS

The recitals set forth above are incorporated by reference as a material part of this AGREEMENT.

2. GENERAL PROVISIONS

The estimated costs and breakdown shown on Exhibit "AAAA," are different from the costs and breakdown shown on Exhibit "AAA" of AGREEMENT 089633B, and Exhibit "AAAA" is substituted for the Exhibit "AAA".

3. PAYMENT PROCEDURES AND RESPONSIBILITIES

Paragraph 3(b) of Supplemental Agreement 089633B is deleted and replaced as follows:

(b) The DEPARTMENT shall pay the MUNICIPALITY for all but the MUNICIPALITY's share of the total allowable Project costs to the extent of 95% up to a maximum of four million, forty two thousand, two hundred and fifty dollars (\$4,042,250.00) for preliminary engineering, final design, utility, right-of-way, and construction costs. Refer to Exhibit "AAAA" for the estimated cost breakdown. The DEPARTMENT, for the federal share of the Project costs, shall submit necessary documents to the FHWA for payment. Upon receipt of federal funds, the DEPARTMENT shall credit the payment to the Highway Bridge Improvement Restricted Account within the Motor License Fund.

4. AUDIT REQUIREMENTS

Exhibit "DD" has been replaced with Exhibit "DDD".

5. CONTRACTOR INTEGRITY PROVISIONS

Exhibit "FF" has been replaced with Exhibit "FFF".

6. Paragraph 22 of the AGREEMENT shall be replaced in its entirety with the following:

Required Contractor Assurance

The SPONSOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedies that include: (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

If the SPONSOR is providing services or supplies for the Pennsylvania Department of Transportation pursuant to this contract, it must include this assurance in each subcontract that it signs with a subcontractor. If the SPONSOR is a grantee or other recipient of funds from the Department of Transportation, it must include this assurance in each contract into which it enters to carry out the project or activities being funded by this contract.

7. This Supplemental Agreement will not be effective until it has been executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. The authorizations granted by this Supplemental Agreement shall be further contingent upon written approval of the FHWA, if necessary.


8. All other terms, conditions and provisions of the original AGREEMENT which have not been changed by this Supplemental Agreement, shall remain in full force and effect.

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

ATTEST:

MUNICIPALITY*


Title: Chief Clerk Date 4/8/15

BY 
Title: Chairman Date 4/8/15

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel Date

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

Preapproved Form:
OGC No. 18-K-3072
Approved OAG 02/18/10

BY _____
for Comptroller Operations Date

Contract No. 089633C, is split 80 %, expenditure amount of \$3,408,000.00 for federal funds and 15%, expenditure amount of \$638,250.00 for state funds. The related federal assistance program name and number is Federal Critical Bridge; 117. The state assistance program name and SAP fund is Bridge Replacement; BRPL.

***MUNICIPALITY's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

PROJECT ESTIMATED COSTS

	Municipality- Incurred Costs	Commonwealth- Incurred Costs	Phase Totals
Preliminary Engineering	\$340,000.00	\$ _____	\$340,000.00
Final Design	\$315,000.00	\$ _____	\$315,000.00
Contract			
Development	\$ _____	\$5,000.00	\$5,000.00
Utilities	\$25,000.00	\$ _____	\$25,000.00
Right-of-Way	\$25,000.00	\$ _____	\$25,000.00
Construction	\$3,550,000.00	\$ _____	\$3,550,000.00
SUBTOTALS	\$4,255,000.00	\$5,000.00	\$4,260,000.00

COST SHARING (Municipality-Incurred Costs)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 (____%) (If Applicable)	Phase Subtotals
Preliminary Engineering	\$272,000.00	\$51,000.00	\$17,000.00	\$ _____	\$340,000.00
Final Design	\$252,000.00	\$47,250.00	\$15,750.00	\$ _____	\$315,000.00
Utilities	\$20,000.00	\$3,750.00	\$1,250.00	\$ _____	\$25,000.00
Right-of-Way	\$20,000.00	\$3,750.00	\$1,250.00	\$ _____	\$25,000.00
Construction	\$2,840,000.00	\$532,500.00	\$177,500.00	\$ _____	\$3,550,000.00
TOTALS	\$3,404,000.00	\$638,250.00	\$212,750.00	\$ _____	\$4,255,000.00

COST SHARING (Commonwealth-Incurred Cost)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 (____%) (If Applicable)	Phase Subtotals
Preliminary Engineering	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Final Design	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contract					
Development	\$4,000.00	\$750.00	\$250.00	\$ _____	\$5,000.00
Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTALS	\$4,000.00	\$750.00	\$250.00	\$ _____	\$5,000.00

TOTAL COST

Federal (\$3,408,000.00)	State (\$639,000.00)	Municipality (\$213,000.00)	Total (\$4,260,000.00)
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COUNTY: Dauphin
MUNICIPALITY: South Hanover Township
PROJECT NAME: Duke Street Bridge over Swatara Creek

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

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

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

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

If the [NAME OF SUBRECIPIENT] is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

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

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

SUBMISSION OF THE AUDIT REPORT

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

Exhibit "DDD"

SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

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

AUDIT OVERSIGHT PROVISIONS.

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

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

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

Exhibit "DDD"

2015-01-14
CONTRACTOR INTEGRITY PROVISIONS

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

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

- a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. "Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

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

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

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

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

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

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.