

Effective Date: _____
(PennDOT will insert)

County(ies):	Lehigh	Agreement #:	057462
Project Short Title:	Tilghman Street Bridge	MPMS #:	11565
Project (SR & Sec):	1002-04B	Federal ID #:	23-6003116

ROADWAY LIGHTING AGREEMENT

This Roadway Lighting Agreement (“Agreement”) for installation and maintenance of a lighting system is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“PennDOT”),

and

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

BACKGROUND

PennDOT by contract and with federal aid, if applicable, and without cost to the Municipality, shall furnish and install the Lighting System, as defined in Section 1 below, for the bridge, at the places and positions and in the intensities as set forth in this Agreement. The Municipality has agreed to accept responsibility for the Lighting System subject to the terms and conditions of this Agreement. The parties are entering into this Agreement to set forth their responsibilities with respect to the Lighting System.

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

1. **Installation of Lighting System.** PennDOT, by contract and without cost to the Municipality, will construct an electrical roadway lighting system for SR 1002-04B (Tilghman Street Bridge) including lighting attached to the underside of the bridge, in

Allentown, Lehigh County (“Bridge”), consisting of sufficient poles, arms, bases, conduit, junction boxes, wire, cables, luminaires, controls and related equipment (“Lighting System”), at the places and positions and in the intensities shown on the drawings and provided for in the specifications prepared for or approved by PennDOT attached to this Agreement as Exhibit A (the drawings and specifications are collectively referred to in this Agreement as the “Lighting Plan”).

2. **Highway Occupancy Permit.** If applicable, PennDOT shall grant the Municipality a highway occupancy permit in accordance with 67 Pa. Code Chapter 459, relating to the occupancy of highways by utilities, pursuant to the terms and conditions contained herein, and contingent upon the Municipality’s proper application for the highway occupancy permit, in conjunction with the transfer of the Lighting System under Section 3 below. Furthermore, if a highway occupancy permit is issued, the Municipality shall comply not only with the terms and conditions of the highway occupancy permit but also with the terms and conditions contained in this Agreement, made part of and incorporated into the highway occupancy permit by reference as though physically attached, and with all applicable requirements of 67 Pa. Code Chapter 459, including, but not limited to, indemnification and maintenance and protection of traffic.
3. **Transfer of Right, Title and Interest.** Upon completion of the installation of the Lighting System in an operable condition satisfactory to PennDOT, by this Agreement, shall transfer to the Municipality all of PennDOT’s right, title, warranties and interest in and to the Lighting System, at the places and positions and in the intensities shown on the Lighting Plan. This transfer is subject to the conditions set forth in Section 4.
4. **Conditions of Transfer.** Upon completion of the Lighting System, the Municipality shall assume ownership, custody and control of it, as authorized in the resolution attached to and made part of this Agreement as Exhibit B, subject to the following terms and conditions:

- a. **Operation and Maintenance.** Except as provided in (c) below, the Municipality, at its sole cost and expense, shall energize, operate and maintain the Lighting System, in a good state of repair, satisfactory to PennDOT, so as not to constitute an impediment, either horizontally or vertically, to the vehicular use of the entire traveled width of the roadway. After the Municipality assumes ownership, custody, and control of the Lighting System, the Municipality shall also provide such safeguards, at the site of any maintenance or repair work undertaken under this Agreement, as needed to protect the safety of the traveling public during the Project work.
- b. **Specifications and Approval.** Upon expiration of the guarantee to be furnished by PennDOT's contractor in accordance with PennDOT's Specifications, Publication 408 (current edition), its amendments and supplements ("Publication 408"), the Municipality, at its cost and expense, shall replace all defective units, poles, bases, arms, junction boxes, wire, cables, conduit, luminaires, controls and other components of the Lighting System, in accordance with Publication 408. The Municipality shall not make any replacement without first securing PennDOT approval, in accordance with 67 Pa. Code Chapter 459.
- c. **PennDOT Repairs.** PennDOT reserves the right, and the Municipality gives to PennDOT the right, to repair, subject to reimbursement by the Municipality of the cost, any or all parts of the Lighting System not maintained in a condition satisfactory to PennDOT.
- d. **Third Party Contracts.** The Municipality is solely responsible for making all contractual arrangements with the electric utility(ies) and (if involved) the maintenance contractor(s), to make certain the performance of all services and supply of all materials as required.
- e. **Prohibited Use.** All agreements into which the Municipality enters with the electrical utility(ies) and (if involved) the maintenance contractor(s) shall contain a

clause prohibiting the use of the Lighting System for any purpose other than highway lighting.

5. **Indemnification.** The Municipality shall indemnify and (if requested) defend the Commonwealth of Pennsylvania, PennDOT and all of their officers, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the performance of any of the work of energizing, operating, maintaining, repairing or replacing the Lighting System or any part of it, by the Municipality, its contractor(s) or their officers, agents and employees, whether the injuries or damages be due to the use of defective materials, defective workmanship or neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Municipality, its contractor(s) or their officers, agents and employees during the performance of the work and during the effective period of this Agreement.

6. **Liquid Fuels Tax Fund.** If the Municipality fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default in maintenance requirements, for a period of forty-five (45) days, the Municipality authorizes PennDOT to withhold so much of the Municipality's Liquid Fuels Tax Fund allocation as may be necessary to maintain the Lighting System or to reimburse PennDOT in full for all costs due or incurred under this Agreement and to apply such funds or a portion of them to remedy the default.

7. **Term.** The term of this Agreement shall commence on the Effective Date (as defined below) and shall remain in effect in accordance with the Highway Occupancy Permit identified in Section 3 above. The Effective Date shall be the date that this Agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, the Commonwealth will insert the Effective Date at the top of Page 1.

8. **Offset Provision.** The Municipality agrees that the Commonwealth of Pennsylvania (“Commonwealth”) may set off the amount of any state tax liability or other obligation of the Municipality or its subsidiaries to the Commonwealth against any payments due the Municipality under any contract with the Commonwealth.

9. **Required Commonwealth Provisions.** The Municipality shall comply with the following Commonwealth Provisions. As used in these provisions, “Contractor” refers to the Municipality:
 - a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached to this Agreement as Exhibit C;

 - b. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit D;

 - c. **Contractor Integrity Provisions.** The current version of the Commonwealth Contractor Integrity Provisions, attached as Exhibit E; and

 - d. **Contractor Responsibility Provisions.** The current version of the Contractor Responsibility Provisions, attached as Exhibit F.

10. **Administrative Agency Law.** The Municipality agrees that any actions arising under the highway occupancy permit to be issued to the Municipality, as set forth in Section 3 above, shall be governed by the Administrative Agency Law, 2 Pa. C.S. Sections 501-508 and 701-704; 1 Pa. Code Chapters 31, 33 and 35, known as the General Rules of Administrative Practice and Procedure; and 67 Pa. Code Chapters 459 and 491.

11. **Merger with Highway Occupancy Permit.** This section applies where a Highway Occupancy Permit has been issued in conjunction with construction of the Lighting

System. Upon completion of the construction of the Lighting System and the assumption of ownership, custody and control of it by the Municipality, this Agreement shall be merged with the highway occupancy permit to be issued to the Municipality, whereupon any terms, conditions or provisions of this Agreement that have not yet been performed or whose performance continues after construction shall become terms, conditions and provisions of the highway occupancy permit.

12. **Notice.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. The parties shall deliver notice to each other at the following addresses:

To PennDOT:

Title: Assistant District Executive - Design
Address: 1002 Hamilton Street, Allentown, PA 18101
E-mail: ckufro@pa.gov

To the Municipality:

Title: Director of Public Works
Address: 641 South Tenth Street, Allentown, PA 18103
E-mail: craig.messinger@allentownpa.gov

or to such other address as either party may designate to the other in writing from time to time.

13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Municipality shall comply with, the clause entitled Contract Provisions – Right to Know, attached as Exhibit G to this Agreement. As used in this exhibit, the term “Contractor” refers to the Municipality.
14. **Records and Audit Requirements.** The Municipality shall maintain, and shall require its consultant(s) and contractor(s) to maintain all books, documents, papers, records,

supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred under this Agreement for a period of seven (7) years. The Municipality shall make such materials available at all reasonable times and shall furnish copies, if requested.

15. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) and the decisions of the Pennsylvania courts. The Municipality consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Municipality acknowledges that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.
16. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
17. **Titles not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.
18. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.
19. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this

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

20. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
21. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or part, without the written consent of the Commonwealth.
22. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
23. **Integration and Merger.** This Agreement and, if applicable, any attachment and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

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

ATTEST:

City of Allentown*

Title: Date

BY _____
Title: Date

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary or Designee Date

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel Date

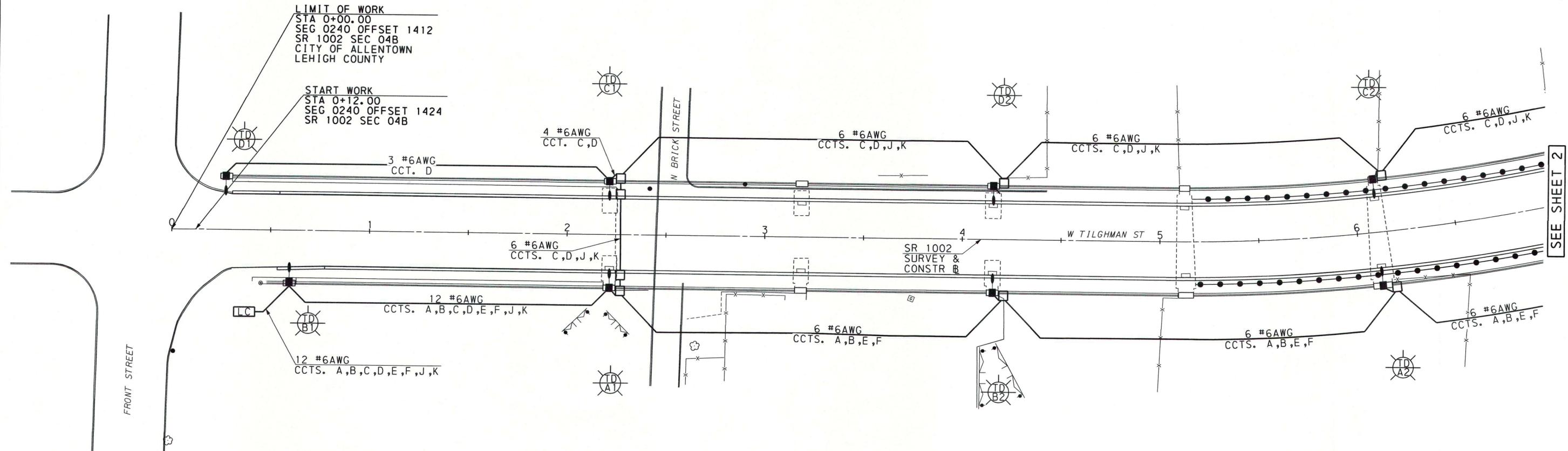
BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

*Municipality's resolution authorizing execution and attestation must accompany this agreement.

AT-61.1

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	1002	04B	1 OF 5
CITY OF ALLENTOWN				
REVISION NUMBER	REVISIONS			DATE BY

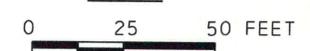


- LEGEND**
- LIGHTPOLE
 - JUNCTION BOX, J.B.-25 WITH LARGER DIMENSIONS (STRUCTURE ITEM)
 - JUNCTION BOX, J.B.-25 PIER MOUNTED (STRUCTURE ITEM)
 - CONDUIT
 - TEAR DROP CIRCUIT
 - DECORATIVE ARCH LIGHTING (BELOW)
 - LOAD CENTER

NOTE:
 EXISTING POLES, WIRES, AND LUMINARIES TO BE REMOVED. PORTIONS OF CONDUIT TO REMAIN. SEE STRUCTURE PLAN FOR LIMITS OF EXISTING CONDUIT TO REMAIN.

USE 2" CONDUIT THROUGHOUT THE SYSTEM

SCALE



PREPARED BY:
TRANSYSTEMS
 1717 ARCH STREET
 PHILADELPHIA, PA. 19103

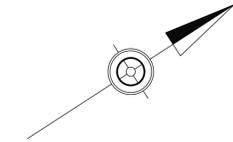
John F. Bickel
 JOHN F. BICKEL, P.E.
 PE-009241-E
 DATE: 8/30/2017

Exhibit A

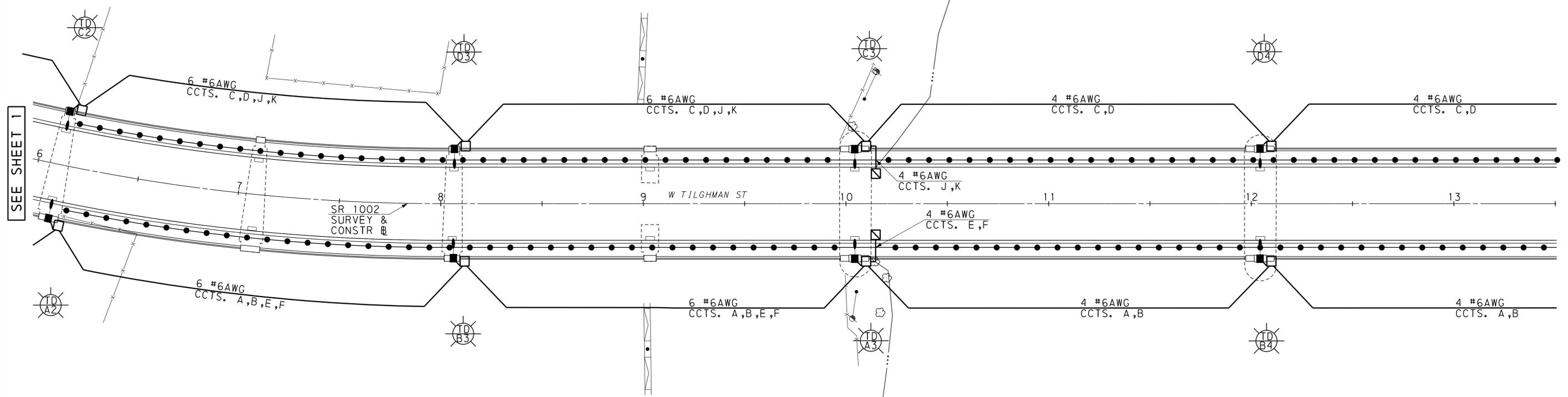
HIGHWAY LIGHTING PLAN

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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	1002	04B	2 OF 5
CITY OF ALLENTOWN				
REVISION NUMBER	REVISIONS			DATE BY



LEHIGH RIVER



SEE SHEET 1

SEE SHEET 3

LEGEND

-  LIGHTPOLE
-  JUNCTION BOX, J.B. -25 WITH LARGER DIMENSIONS (STRUCTURE ITEM)
-  JUNCTION BOX, J.B. -25 PIER MOUNTED (STRUCTURE ITEM)
-  CONDUIT
-  TEAR DROP CIRCUIT
-  DECORATIVE ARCH LIGHTING (BELOW)

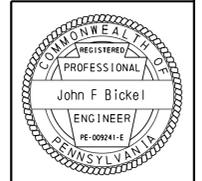
NOTE:
 EXISTING POLES, WIRES, AND LUMINARIES TO BE REMOVED.
 PORTIONS OF CONDUIT TO REMAIN.
 SEE STRUCTURE PLAN FOR LIMITS OF EXISTING CONDUIT TO REMAIN.

USE 2" CONDUIT THROUGHOUT THE SYSTEM



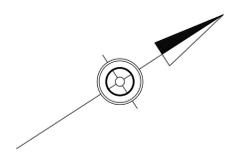
Exhibit A

HIGHWAY LIGHTING PLAN

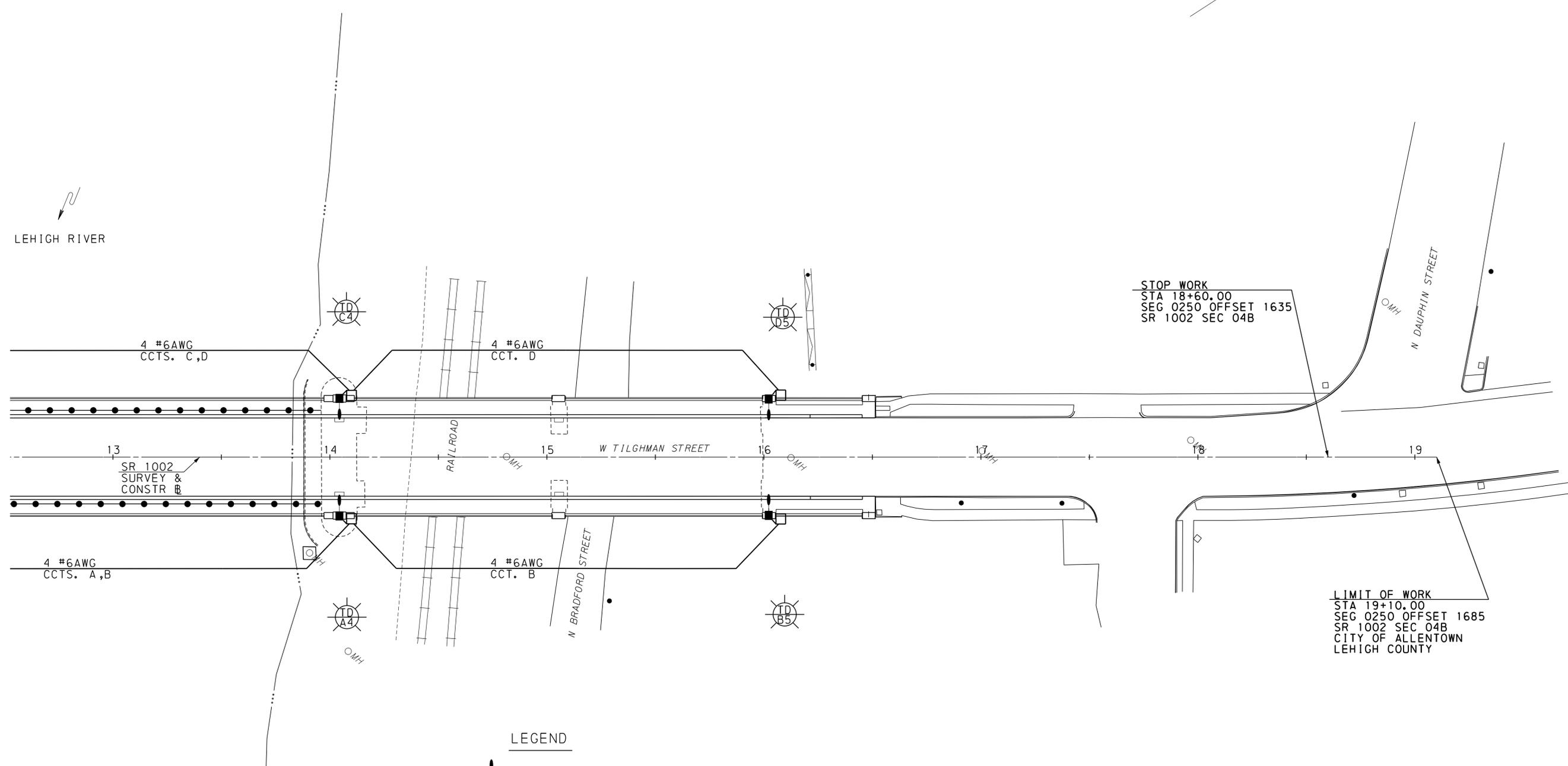


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DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	LEHIGH	1002	04B	3 OF 5	
CITY OF ALLENTOWN					
REVISION NUMBER	REVISIONS			DATE	BY



LEHIGH RIVER



STOP WORK
 STA 18+60.00
 SEG 0250 OFFSET 1635
 SR 1002 SEC 04B

LIMIT OF WORK
 STA 19+10.00
 SEG 0250 OFFSET 1685
 SR 1002 SEC 04B
 CITY OF ALLENTOWN
 LEHIGH COUNTY

SEE SHEET 2

LEGEND

-  LIGHTPOLE
-  JUNCTION BOX, J.B. -25 WITH LARGER DIMENSIONS (STRUCTURE ITEM)
-  JUNCTION BOX, J.B. -25 PIER MOUNTED (STRUCTURE ITEM)
-  CONDUIT
-  TEAR DROP CIRCUIT
-  DECORATIVE ARCH LIGHTING (BELOW)

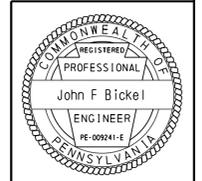
NOTE:
 EXISTING POLES, WIRES, AND LUMINARIES TO BE REMOVED. PORTIONS OF CONDUIT TO REMAIN. SEE STRUCTURE PLAN FOR LIMITS OF EXISTING CONDUIT TO REMAIN.

USE 2" CONDUIT THROUGHOUT THE SYSTEM



Exhibit A

HIGHWAY LIGHTING PLAN



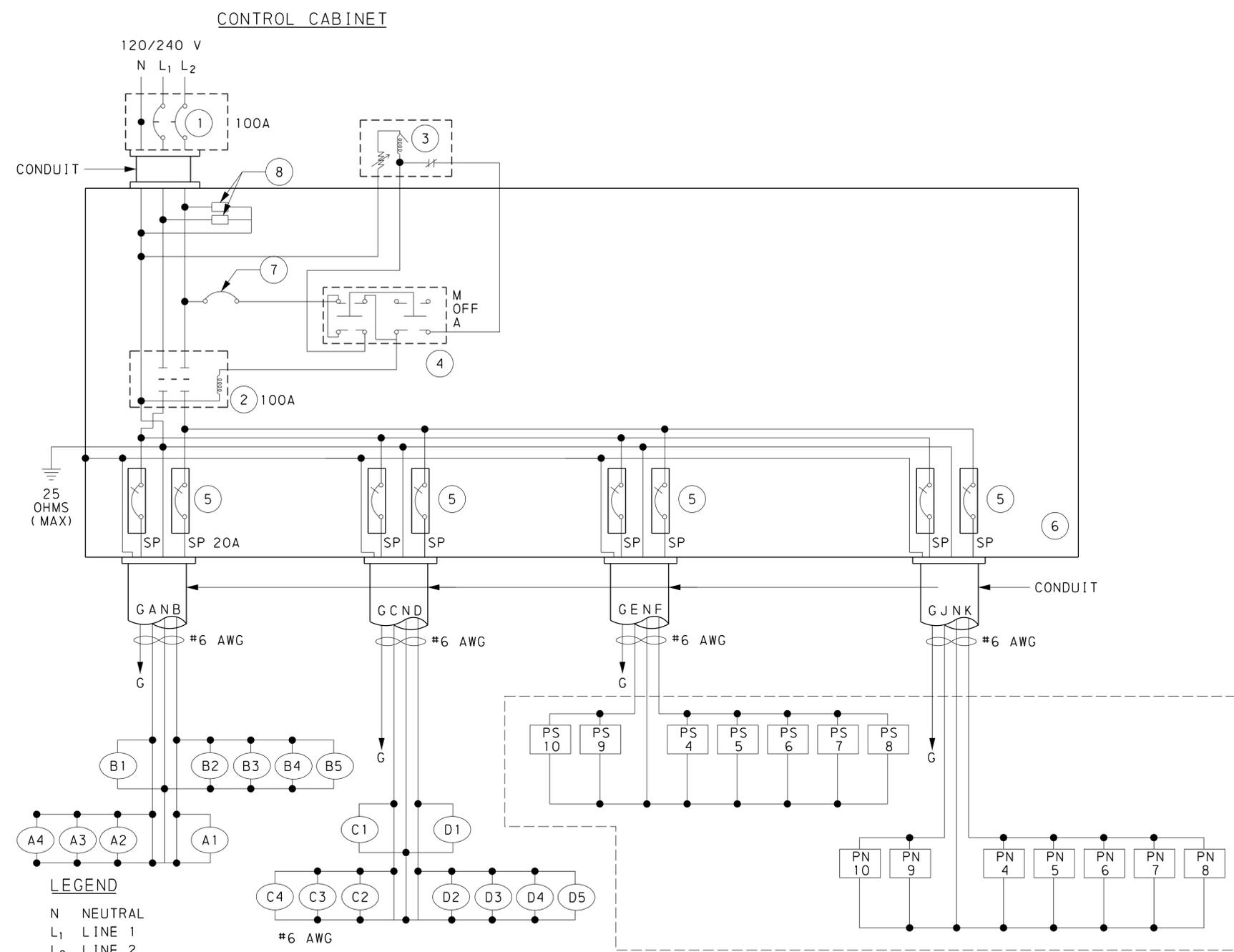
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- CONSTRUCTION DETAILS NOT SHOWN ON THE DRAWINGS ARE TO CONFORM TO THE PA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS:

RC-80M	JUNE 1, 2010	BC-721M	SEPTEMBER 30, 2016
RC-81M	JUNE 1, 2010	BC-722M	SEPTEMBER 30, 2016
RC-82M	JUNE 1, 2010		
RC-83M	JUNE 1, 2010		
RC-84M	JUNE 1, 2010		
- THE STANDARD SPECIFICATIONS FOR THIS PROJECT ARE PA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS PUBLICATION 408/2016 ALL OF ITS SUPPLEMENTS AND SPECIAL PROVISIONS.
- PROVIDE METERED ELECTRIC SERVICE.
- PROVIDE WATERTIGHT, SUBMERSIBLE, PREMOLDED, DISCONNECTABLE, CONNECTOR KITS FOR ALL SPLICES
- PROVIDE INDIVIDUAL FUSING FOR ALL LUMINAIRES.
- PROVIDE NEMA 3R OR 4 ENCLOSURES MEETING SECTION 1101 REQUIREMENTS.
- DO NOT CONNECT THE NEUTRAL TO GROUND ON BRIDGE STRUCTURES.
- PROVIDE POLE AND POWER SUPPLY ID TAGS WITH 1" HIGH REFLECTIVE ALUMINUM CHARACTERS AND SLIDE IN ALUMINUM HOLDERS, WIDTH AS REQUIRED TO ACCOMMODATE THE CHARACTERS. ATTACH WITH STAINLESS STEEL EXPANSION ANCHORS AND MOUNT THE TAGS APPROXIMATELY 6' ABOVE THE SIDEWALK LEVEL. PROVIDE WITH BLACK AND WHITE OR GRAY. PROVIDE AS MANUFACTURED BY ELECTROMARK, ALMETEK, TECH PRODUCTS, OR APPROVED EQUAL.
- PER ACT 187, MAINTAIN A MINIMUM 18" CLEARANCE FROM ALL UNDERGROUND UTILITIES.
- ONE CALL TELEPHONE NUMBER : 1-800-242-1776
ONE CALL SERIAL NUMBER : 20151941739, 20151941740, 20151941741
- PROVIDE HOT-DIPPED GALVANIZED RIGID STEEL CONDUIT AND CONDUIT BODIES FOR ALL EXPOSED AREAS.
- DURING CONSTRUCTION, ALL ELECTRICAL SYSTEMS INCLUDING WIRES AND CONNECTIONS TO BE PROTECTED IN A MANNER THAT ENSURES THE SAFETY OF WORKERS AND THE GENERAL PUBLIC.
- PROVIDE A SEPARATE EQUIPMENT GROUNDING CONDUCTOR WITH ALL CIRCUITS. DO NOT CONNECT THE NEUTRAL TO GROUND EXCEPT AT THE CONTROL CABINET. PROVIDE WITH SAME INSULATION AND SIZE AS THE CIRCUIT CONDUCTORS.
- PROVIDE A MAIN DISCONNECT IN A SEPARATE NEMA 3R OR NEMA 4 ENCLOSURE AHEAD OF THE CONTROL CABINET, LABELED AS 'SUITABLE FOR USE AS SERVICE EQUIPMENT.' PROVIDE WITH A LOCKABLE COVER AND NO EXTERNAL HANDLE. THE DISCONNECT MAY BE PROVIDED INTEGRAL TO THE CONTROL CABINET IF THE CABINET IS DEAD FRONT AND LABELED AS 'SUITABLE FOR USE AS SERVICE EQUIPMENT.'
- PROVIDE INTERNAL VIBRATION DAMPENERS FOR POLES LOCATED ON BRIDGE.

TABLE A
LUMINAIRE INFORMATION

STATION	LIGHT DESIGNATION	LUMINAIRE TYPE	OFFSET	MOUNTED
0+48	B1	TEARDROP	RIGHT	BARRIER
0+27	D1	TEARDROP	LEFT	BARRIER
2+21	A1	TEARDROP	RIGHT	BARRIER
2+21	C1	TEARDROP	LEFT	BARRIER
4+15	B2	TEARDROP	RIGHT	BARRIER
4+15	D2	TEARDROP	LEFT	BARRIER
6+10	A2	TEARDROP	RIGHT	BARRIER
6+10	C2	TEARDROP	LEFT	BARRIER
8+06	B3	TEARDROP	RIGHT	BARRIER
8+07	D3	TEARDROP	LEFT	BARRIER
10+04	A3	TEARDROP	RIGHT	BARRIER
10+04	C3	TEARDROP	LEFT	BARRIER
12+04	B4	TEARDROP	RIGHT	BARRIER
12+04	B4	TEARDROP	LEFT	BARRIER
14+04	A4	TEARDROP	RIGHT	BARRIER
14+04	C4	TEARDROP	LEFT	BARRIER
16+02	B5	TEARDROP	RIGHT	BARRIER
16+02	D5	TEARDROP	LEFT	BARRIER



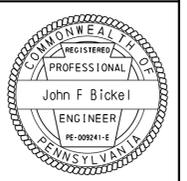
SCHMATIC WIRING SHOWN FOR INFORMATION ONLY. DESIGN IS ITEM 9000-0032, DESIGN OF DECORATIVE ARCH LIGHTING.

LEGEND

- N NEUTRAL
- L₁ LINE 1
- L₂ LINE 2
- M MANUAL
- A AUTOMATIC
- ① MAIN DISCONNECT, 100A
- ② CONTROL CONTACTOR, 100A, 120V COIL
- ③ PHOTOELECTRIC CELL (PLUG-IN TYPE)
- ④ SELECTOR SWITCH
- ⑤ DISTRIBUTION BREAKERS (10 000 AIC) 20A
- ⑥ CONTROL CABINET
- ⑦ 15 A, SP BREAKER
- ⑧ LIGHTNING ARRESTER
- SP SINGLE POLE
- PN X POWER SUPPLY NORTH SIDE; SPAN NUMBER
- PS X POWER SUPPLY SOUTH SIDE; SPAN NUMBER

Exhibit A

HIGHWAY LIGHTING PLAN



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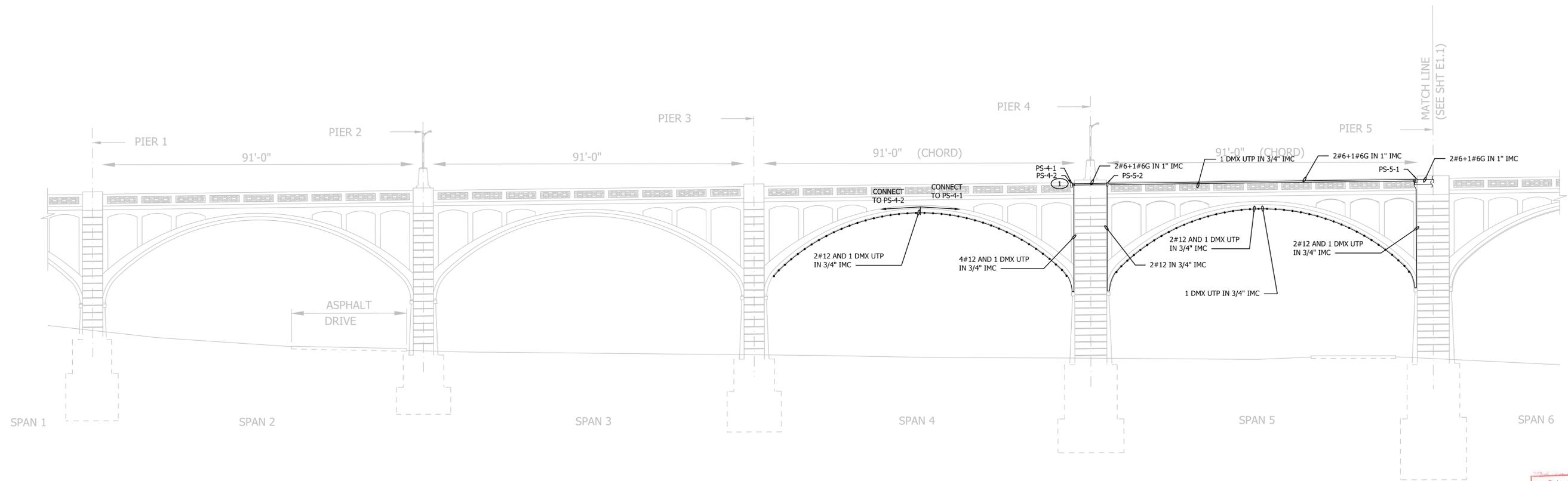
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	1002	04B	1 OF 5
18.00155.00 - TILGHMAN STREET BRIDGE LIGHTING				
REVISION NUMBER	REVISIONS			DATE BY

GENERAL NOTES:

- THIS PLAN SHOWS SOUTH ELEVATION. WORK DISPLAYED HERE IS TYPICAL FOR NORTH ELEVATION.
- ALL NEW CONDUIT TO BE SURFACE MOUNTED ALONG EXISTING BRIDGE LINES. RUN CONDUIT IN LOCATIONS THAT ARE LEAST VISIBLE WHEN VIEWING THE FACE OF THE BRIDGE.

KEYED NOTES:

- PROVIDE ONE ENCLOSURE SUITABLE FOR TWO DRIVERS AND TWO SURGE PROTECTIVE DEVICES.



ELEVATION SPAN 1 THROUGH SPAN 6
SCALE: 1/16" = 1' - 0"



NOTE:
CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & EXISTING CONDITIONS AT SITE.

Submission	1	2	3
<input checked="" type="checkbox"/> Accepted			
<input type="checkbox"/> Accepted As Noted			
<input type="checkbox"/> Returned For Corrections			

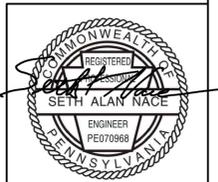
This Check is for Conformance with The Design Concept of The Project, In Accordance with Pa. Dept. of Transportation Procedures entitled "Shop Drawing Review Guidelines for Quality Assurance. This Check Does Not Relieve Contractor from Compliance with Requirements of the Contract Documents."

DATE: 1/8/2020 BY: JFBickel

TranSystems Corporation Consultants
1717 Arch Street, Suite 700
Philadelphia, PA 19103

BRINJAC
ENGINEERING
since 1955

114 North 2nd Street
Harrisburg, PA 17101-1401
Phone: (717) 233-4502
Fax: (717) 233-0833
www.brinjac.com



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Exhibit A

DAVID ROSENBERGER 12/19/2018 10:24 AM U:\PROJ\MILLER_BROS. DIV. OF WAMPOLE-MILLER, INC\PA\18.00155.00-TILGHMAN STREET BRIDGE LIGHTING\DRAWINGS\MER\E1.0-18.00155.00.DWG

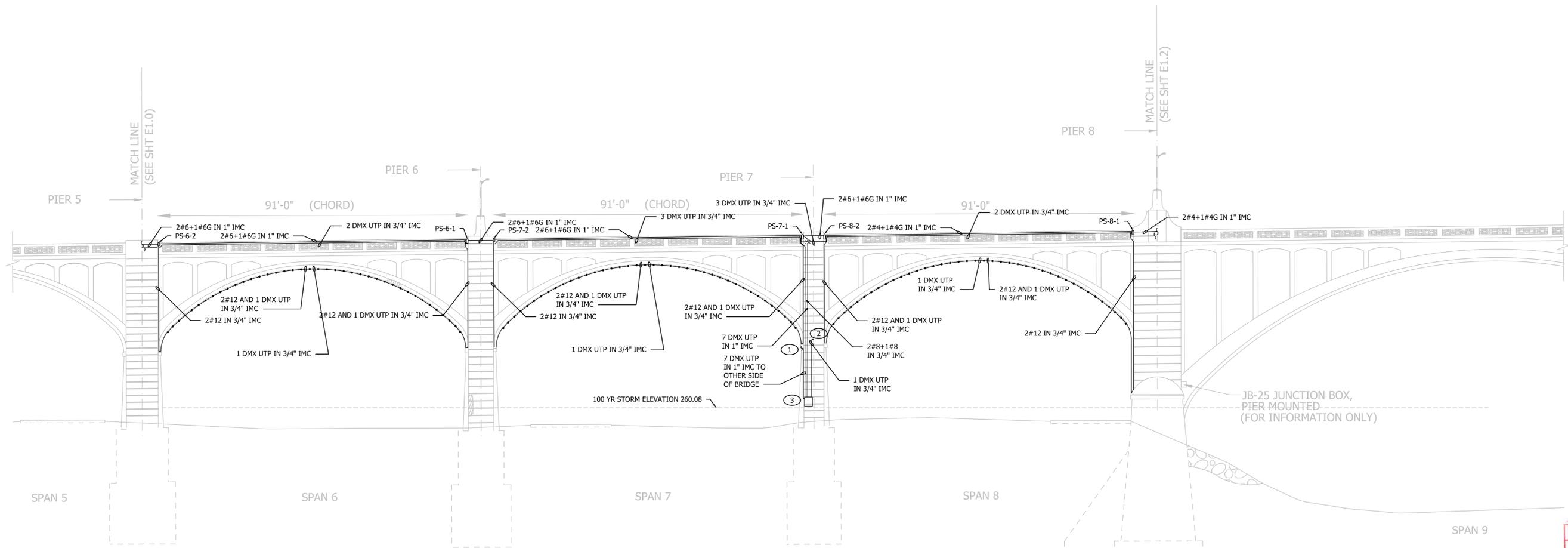
DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	LEHIGH	1002	04B	2 OF 5	
18.00155.00 - TILGHMAN STREET BRIDGE LIGHTING					
REVISION NUMBER	REVISIONS			DATE	BY

GENERAL NOTES:

- THIS PLAN SHOWS SOUTH ELEVATION. WORK DISPLAYED HERE IS TYPICAL FOR NORTH ELEVATION.
- ALL NEW CONDUIT TO BE SURFACE MOUNTED ALONG EXISTING BRIDGE LINES. RUN CONDUIT IN LOCATIONS THAT ARE LEAST VISIBLE WHEN VIEWING THE FACE OF THE BRIDGE.

KEYED NOTES:

- ROUTE 1" IMC CONDUIT AND 7 DMX UTP CABLES TO OTHER SIDE OF BRIDGE.
- ROUTE 3/4" IMC CONDUIT AND 1 DMX UTP CABLE TO CONTROL ENCLOSURE LOCATED AT END OF BRIDGE. REFER TO DETAIL 9 SHEET E2.0.
- PIER 7 ENCLOSURE MOUNTED TO NORTH SIDE OF BRIDGE ONLY. REFER TO DETAIL 8 SHEET E2.0. PROVIDE LOCKABLE ENCLOSURE.



ELEVATION SPAN 5 THROUGH SPAN 9
SCALE: 1/16" = 1' - 0"

Exhibit A

Submission	1	2	3
<input checked="" type="checkbox"/> Accepted			
<input type="checkbox"/> Accepted As Noted			
<input type="checkbox"/> Returned For Corrections			

This Check is for Conformance with The Design Concept of The Project, In Accordance with Pa. Dept. of Transportation Procedures entitled "Shop Drawing Review Guidelines for Quality Assurance. This Check Does Not Relieve Contractor from Compliance with Requirements of the Contract Documents."

DATE: 1/8/2020 BY: JFBickel

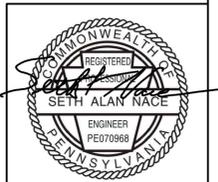
TransSystems Corporation Consultants
1717 Arch Street, Suite 700
Philadelphia, PA 19103



NOTE:
CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & EXISTING CONDITIONS AT SITE.

BRINJAC
ENGINEERING
since 1955

114 North 2nd Street
Harrisburg, PA 17101-1401
Phone: (717) 233-4502
Fax: (717) 233-0833
www.brinjac.com



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DAVID ROSENBERGER 12/19/2019 10:25 AM U:\PROJ\MILLER BRGS. DIV. OF WAWOLE-MILLER, INC\PA\18.00155.00-TILGHMAN STREET BRIDGE LIGHTING\DRAWINGS\MER\E1.1-18.00155.00.DWG

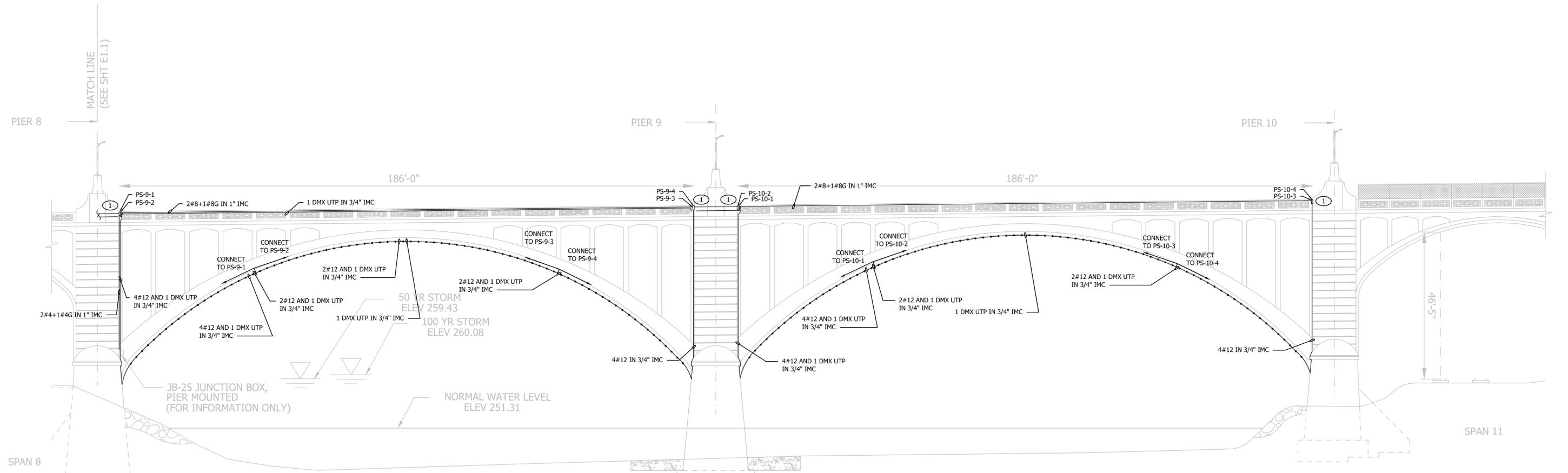
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	1002	04B	3 OF 5
18.00155.00 - TILGHMAN STREET BRIDGE LIGHTING				
REVISION NUMBER	REVISIONS			DATE BY

GENERAL NOTES:

- THIS PLAN SHOWS SOUTH ELEVATION. WORK DISPLAYED HERE IS TYPICAL FOR NORTH ELEVATION.
- ALL NEW CONDUIT TO BE SURFACE MOUNTED ALONG EXISTING BRIDGE LINES. RUN CONDUIT IN LOCATIONS THAT ARE LEAST VISIBLE WHEN VIEWING THE FACE OF THE BRIDGE.

KEYED NOTES:

- ① PROVIDE ONE ENCLOSURE SUITABLE FOR TWO DRIVERS AND TWO SURGE PROTECTIVE DEVICES.



① ELEVATION SPAN 8 THROUGH SPAN 11
SCALE: 1/16" = 1' - 0"

Submission	1	2	3
<input checked="" type="checkbox"/> Accepted			
<input type="checkbox"/> Accepted As Noted			
<input type="checkbox"/> Returned For Corrections			

This Check is for Conformance with The Design Concept of The Project, In Accordance with Pa. Dept. of Transportation Procedures entitled "Shop Drawing Review Guidelines for Quality Assurance. This Check Does Not Relieve Contractor from Compliance with Requirements of the Contract Documents."

DATE: 1/8/2020 BY: JFBickel

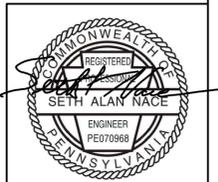
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NOTE:
CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & EXISTING CONDITIONS AT SITE.

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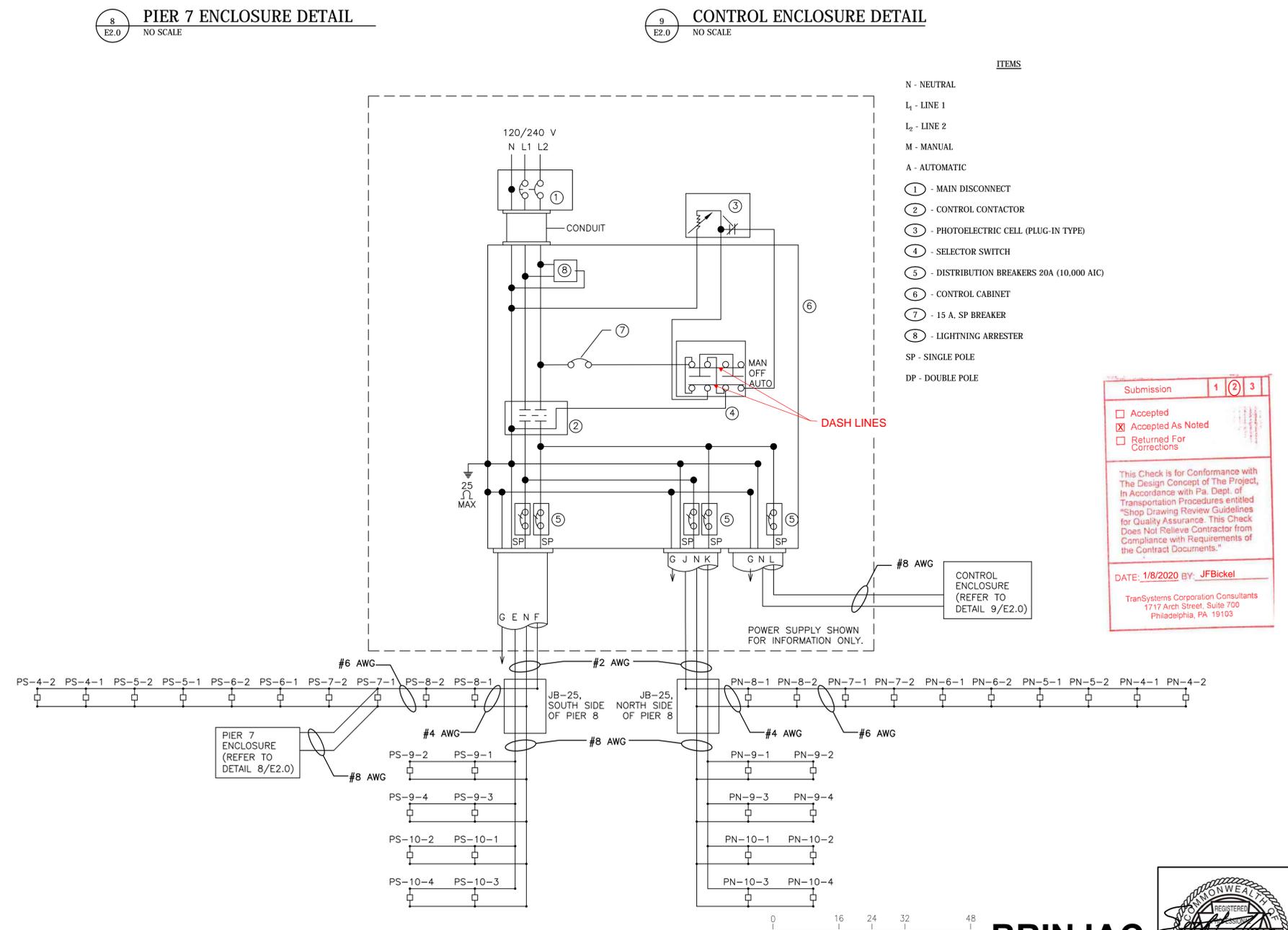
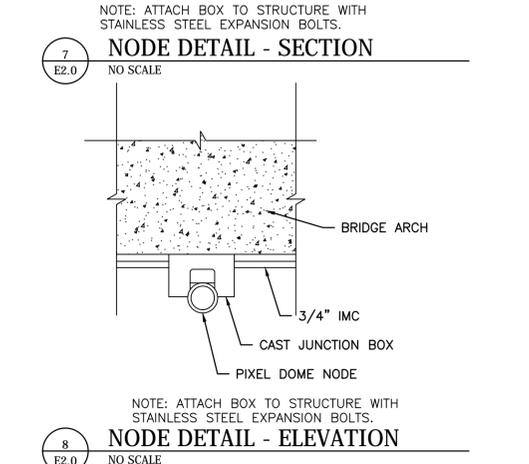
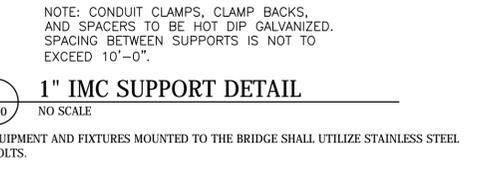
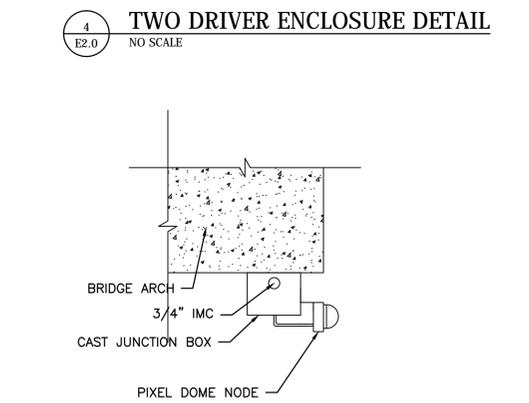
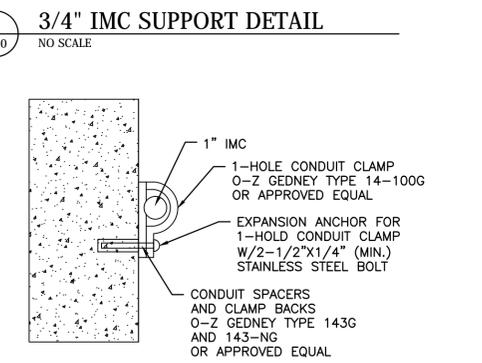
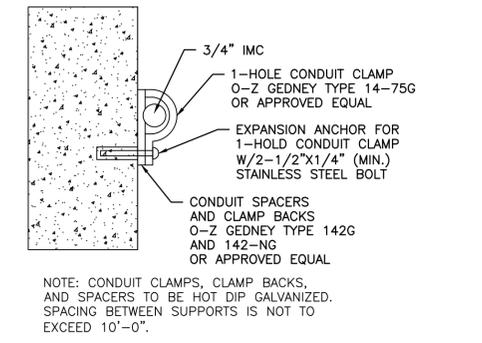
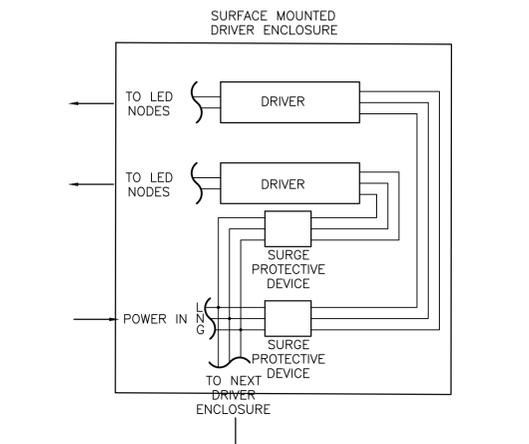
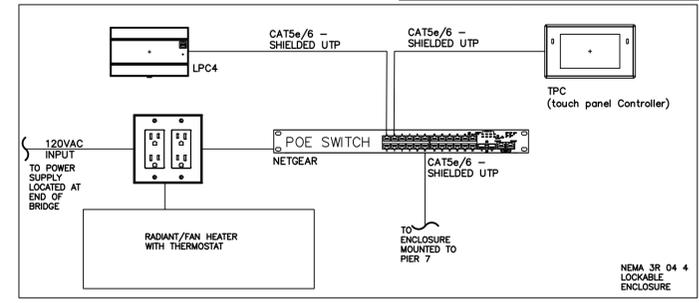
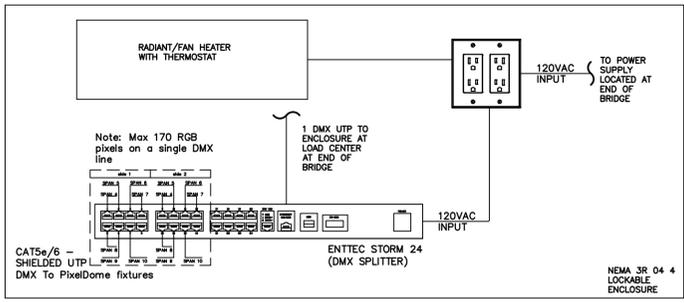
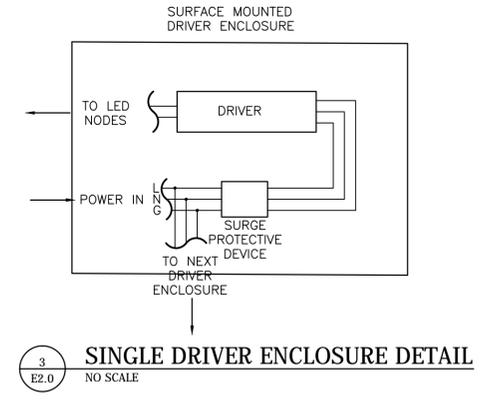
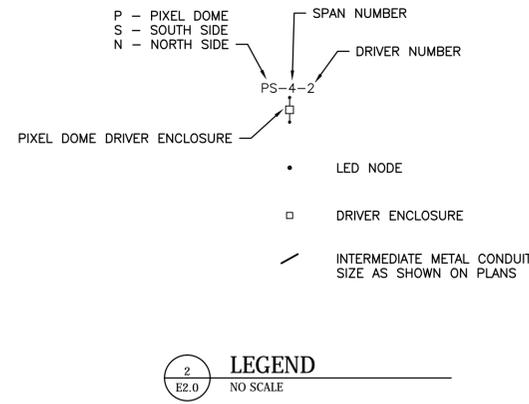


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Exhibit A

DAVID ROSENBERGER 12/19/2019 10:25 AM U:\PROJ\MILLER_BROS. DIV. OF WAMPOLE-MILLER, INC\PA\18.00155.00-TILGHMAN STREET BRIDGE LIGHTING\DRAWINGS\MEP\E1.2-18.00155.00.DWG

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	1002	04B	4 OF 5
18.00155.00 - TILGHMAN STREET BRIDGE LIGHTING				
REVISION NUMBER	REVISIONS			DATE BY



- ITEMS**
- N - NEUTRAL
 - L₁ - LINE 1
 - L₂ - LINE 2
 - M - MANUAL
 - A - AUTOMATIC
 - ① - MAIN DISCONNECT
 - ② - CONTROL CONTACTOR
 - ③ - PHOTOELECTRIC CELL (PLUG-IN TYPE)
 - ④ - SELECTOR SWITCH
 - ⑤ - DISTRIBUTION BREAKERS 20A (10,000 AIC)
 - ⑥ - CONTROL CABINET
 - ⑦ - 15 A. SP BREAKER
 - ⑧ - LIGHTNING ARRESTER
 - SP - SINGLE POLE
 - DP - DOUBLE POLE

Submission	1	2	3
<input type="checkbox"/> Accepted			
<input checked="" type="checkbox"/> Accepted As Noted			
<input type="checkbox"/> Returned For Corrections			

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12/19/2019 10:25 AM U:\PROJ\WILLER_BROS. DIV. OF WAWOLE-MILLER, INC\PA\18.00155.00-TILGHMAN STREET BRIDGE LIGHTING\DRAWINGS\MEP\E2.1 - 18.00155.00.DWG

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	LEHIGH	1002	04B	5 OF 5
18.00155.00 - TILGHMAN STREET BRIDGE LIGHTING				
REVISION NUMBER	REVISIONS			DATE
				BY

AWG 2 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR		AWG 4 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR		AWG 6 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR		AWG 8 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR		ARCH LIGHTING SYSTEM (REFER TO SPECIAL PROVISION ITEM 9000-0001)		1" INTERMEDIATE METAL CONDUIT (REFER TO SPECIAL PROVISION ITEM 9000-0002)		3/4" INTERMEDIATE METAL CONDUIT (REFER TO SPECIAL PROVISION ITEM 9000-0003)		DMX CONTROLS (REFER TO SPECIAL PROVISION ITEM 9000-0004)		DMX CABLE (REFER TO SPECIAL PROVISION ITEM 9000-0005)		SETBACK FROM EDGE OF PAVEMENT (FEET)	'C' DIMENSION (FOR INFORMATION ONLY - MUST BE FIELD VERIFIED) (FEET)	OVERHANG (FEET)	PHOTOMETRIC DISTRIBUTION	REMARKS	SIDE	STATIONS
0910	4113	0910	4114	0910	4115	0910	4116	9000	0001	9000	0002	9000	0003	9000	0004	9000	0005							
EACH		LF		LF		LF		EACH		LF		LF		LS		LF								
16688		916		2244		2935		36		2147		2330				6570								
ENTIRE PROJECT																								
TOTALS																								

Submission 1 2 3

Accepted
 Accepted As Noted
 Returned For Corrections

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1
E2.1
TABULATION OF QUANTITIES
NO SCALE

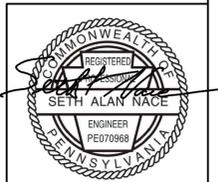
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NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not 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 the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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

Exhibit C



PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

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

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

EXHIBIT D



CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor's Code of Conduct, Executive Order 1980-18*](#), the *4 Pa. Code §7.153(b)*, shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

Exhibit E



- 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.



Contractor Responsibility Provisions

(December 2020)

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

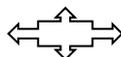
- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

Contract Provisions – Right to Know Law

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

EXHIBIT G



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

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

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

EXHIBIT G

