

Resolution # 3-92

220/JGP:dg DED

AGREEMENT NO. 1

FEDERAL ID# 25-6001921

THIS AGREEMENT, made this * 13th day of
May, 1992, between the Commonwealth of
Pennsylvania, acting through the Pennsylvania Department of
Transportation, hereinafter called the COMMONWEALTH,
and
, of the Commonwealth of
Pennsylvania, acting through its proper officials,
hereinafter called the MUNICIPALITY;

W I T N E S S E T H

WHEREAS, the COMMONWEALTH is required by federal
regulation, to assure that certain bridges are inspected
and, if necessary, posted with appropriate weight
limitations; and,

WHEREAS, it has been determined that certain bridges
which must be inspected and posted are under the
jurisdiction of the MUNICIPALITY; and,

(* Do not enter the Date. The agreement will be dated upon
execution by the COMMONWEALTH.

WHEREAS, it has been determined by inspection and analysis that the bridges set forth in Exhibit A, which is attached to and made a part of this Agreement, will require posting; and,

WHEREAS, the COMMONWEALTH has received assurance from the United States Department of Transportation, Federal Highway Administration (FHWA) that certain costs to be incurred by the MUNICIPALITY for the posting of the bridges will be reimbursed through funds to be provided by the FHWA.

NOW, THEREFORE, the parties agree to the following:

1. The MUNICIPALITY shall install weight limitation signs for bridges listed in Exhibit A, on or before _____, in accordance with material and installation specifications and standards of the COMMONWEALTH's Department of Transportation, which are incorporated herein by reference, install weight limitation signs for the bridges listed in Exhibit A. It is understood that the installation may be done by MUNICIPALITY forces or by contracts.

2. A. The MUNICIPALITY will, with its own forces or by contract, provide staff to adequately inspect and supervise all of the installation work in accordance with applicable standards and specifications. The COMMONWEALTH will monitor

and oversee, through inspection, the installation activities of the MUNICIPALITY or its contractor to insure conformance applicable requirements.

B. If, upon inspection by the COMMONWEALTH, it is determined that material and/or installation is not in accordance with the above-noted specification and/or standards, then the COMMONWEALTH shall so notify the MUNICIPALITY and corrective action shall be taken at the sole expense of the MUNICIPALITY.

3. A. For purposes of reimbursement, the MUNICIPALITY will submit to the COMMONWEALTH, through the COMMONWEALTH'S local Engineering District Office, a complete Certification (Exhibit "B") to insure posts have been installed. MUNICIPALITY should maintain a file containing copies of invoices and calculation of all costs incurred to complete installation of post at MUNICIPALITY office.

B. The COMMONWEALTH will submit invoices to the FHWA for payment. The COMMONWEALTH, as FHWA funds are made available, will reimburse the MUNICIPALITY for eighty (80%) percentum (maximum of \$200.00) of the approved charges for installation which are determined to be Two Hundred Fifty (\$250.00) Dollars per installation ($80\% \times \$250.00 = \200.00).

C. The MUNICIPALITY shall be responsible for costs not reimbursed by the COMMONWEALTH with Federal funds.

D. No additional or extra work done or materials furnished for each installation, not specifically provided for in the approved plans and specifications, will be reimbursed by the COMMONWEALTH unless such additional or extra work or materials have been first approved in writing by the COMMONWEALTH.

E. Any work performed after January 2, 1986 (date of project approval by FHWA) and which conforms with other stipulations of this Agreement will be eligible for reimbursement.

4. AUDIT CLAUSE

The Department of Transportation provides federal financial assistance to a variety of entities which are or are not subject to the provisions of the Single Audit Act of 1984 (31 U.S.C. 7501 et seq.) as promulgated by Office of Management and Budget (OMB) Circular A-128 "Audits of State and Local Government Units", and OMB Circular A-133 "Audits of Institutions of Higher Education and Other Nonprofit Institutions". If the MUNICIPALITY receives Federal financial assistance of \$100,000 or more during its fiscal year, either directly from the federal government or indirectly from a recipient of federal funds, OMB Circulars A-128 and A-133 require that the MUNICIPALITY shall have an

audit made in accordance with the provisions of the respective circular.

If the MUNICIPALITY is a nonprofit institution and receives \$100,000 or more during a fiscal period but receives awards under only one program, the MUNICIPALITY may elect to have an organization-wide audit made in accordance with OMB Circular A-133 or have an audit made of the one program.

If the MUNICIPALITY receives at least \$25,000 but less than \$100,000 of Federal financial assistance during its fiscal year the MUNICIPALITY may elect to have a single audit made in accordance with OMB Circular A-128 or an organization-wide audit made in accordance with OMB Circular A-133, as appropriate, or have an audit made in accordance with the audit requirements of the laws and regulations governing the program(s) in which it participates.

If the MUNICIPALITY receives less than \$25,000 of federal financial assistance during its fiscal year, the MUNICIPALITY is exempt from these audit requirements, but is required to maintain records of federal financial assistance and to provide access to such records by Federal and State agencies and their designees.

If the MUNICIPALITY is a nonprofit institution who is not subject to the provisions of OMB Circular A-133, or is a for-profit organization, the MUNICIPALITY shall be subject to the audit requirements of the laws and regulations governing the programs in which it participates.

A single audit or organization-wide audit made in accordance with OMB Circular A-128 or OMB Circular A-133, respectively, shall encompass the fiscal period of the MUNICIPALITY. Audits made on a program-by-program basis shall cover the period as specified in the applicable laws and regulations.

If a single audit or organization-wide audit is made in accordance with the provisions of OMB Circular A-128 or OMB Circular A-133, the MUNICIPALITY must submit the audit report within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later than 13 months after the end of the MUNICIPALITY's fiscal year. For audits made on a program-by-program basis, the MUNICIPALITY shall have an audit made and the report submitted in accordance with the applicable laws and regulations.

The MUNICIPALITY shall submit five copies of the audit report to the Office of the Budget, Single Audit Coordinator at:

Commonwealth of Pennsylvania/Office of the Budget
Comptroller Operations/Bureau of Audits
Wagner Building/931 North Seventh Street
Harrisburg, Pennsylvania 17120

After processing of the report by Comptroller Operations, a copy of the audit Report will be sent to the Department of Transportation.

Technical assistance with respect to OMB A-128 or OMB-133 entities will be provided by the Single Audit Coordinator in the respective Comptroller Office as follows:

The MUNICIPALITY is responsible for obtaining the necessary audit and shall secure the services of a public accountant, certified public accountant, or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal financial assistance. However, public accountants licensed with the State Board of Accountancy may perform audits of 100 percent state funded programs.

The MUNICIPALITY shall prepare a Corrective Action Plan to address all material findings of noncompliance or internal control weaknesses disclosed in the audit report. For each finding noted, the Corrective Action Plan should include: (1) a description of the finding; (2) the specific steps to be taken to correct the situation or specific reasons why corrective action is not necessary; (3) a timetable for performance of the corrective action steps; and (4) a description of monitoring to be performed to ensure that the corrective steps are taken. The Corrective

Action Plan must be submitted together with the audit report, in accordance with the procedures stated above.

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 the Commonwealth or Federal Agencies. Any such additional audit work will rely on work already performed by the MUNICIPALITY'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 cost to the MUNICIPALITY.

Audit working papers and audit reports shall be retained by the MUNICIPALITY's auditor for minimum of three years from the date of the audit report, unless the MUNICIPALITY's auditor is notified in writing by the COMMONWEALTH or the cognizant Federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the COMMONWEALTH, the cognizant Federal agency or the General Accounting Office.

5. The MUNICIPALITY shall maintain all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred for installation of the signs and shall make all such materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to the FHWA or seven (7) years after date of final payment to the contractor, whichever is the later date, for inspection and/or audit by the COMMONWEALTH, FHWA, or any other authorized representatives of the State or Federal Government and copies thereof shall be furnished, if requested.

6. The MUNICIPALITY shall operate and maintain, at its sole cost and expense, all of the completed sign installations financed with Federal-aid funds pursuant to this Agreement. The MUNICIPALITY hereby certifies that it will make available sufficient funds to provide for the required maintenance. It is understood and agreed that failure by the MUNICIPALITY to fulfill its maintenance responsibilities may result in the loss of future state and/or federal funds.

7. The MUNICIPALITY shall indemnify, save harmless and defend (if requested) the COMMONWEALTH, the Pennsylvania

Department of Transportation, the FHWA, 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 to or damages received or sustained by any person, persons or property, by or from the MUNICIPALITY and/or its contractor, their officers, agents and employees, as a result of the installation of signs, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the MUNICIPALITY and/or its contractor, their officers, agents and employees.

8. If the MUNICIPALITY shall fail to perform any of the terms, conditions and provisions of this Agreement, including, but not limited to, completion of all installations or default of payment, for a period of forty-five (45) days, the MUNICIPALITY authorizes the COMMONWEALTH to withhold so much of the MUNICIPALITY'S Liquid Fuel Tax Fund allocation as may be necessary to complete the project or reimburse the COMMONWEALTH in full for all costs incurred by the Commonwealth and due hereunder, and it does hereby authorize the COMMONWEALTH to withhold such amount and to apply such funds, or portions thereof, to remedy such default.

9. The MUNICIPALITY agrees to be bound by the Act of May 20, 1937, (P.L. 728, No. 193), as amended by Act of October 5, 1978, (No. 260), which provides, in substance, that the Board of Claims shall have jurisdiction of claims against the COMMONWEALTH arising from contracts and the power to order the interpleader or impleader of other parties, when necessary for a complete determination of any claim or counterclaim in which the COMMONWEALTH is a party.

10. The MUNICIPALITY shall provide in any contracts for sign installation that all related work and procedure in general, will 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, Non-Discrimination, Anti-Solicitation, information and reporting provisions. The MUNICIPALITY agrees to comply with the conditions set forth in the COMMONWEALTH and Federal non-discrimination clauses which are attached as Exhibits C and D and made a part of this Agreement.

11. This Agreement may be terminated by the COMMONWEALTH if Federal funds are not provided for the purpose stated herein. Any such termination shall be effected by delivery to the MUNICIPALITY of a Notice of Termination specifying the reason for termination and the effective date thereof. The MUNICIPALITY shall be

reimbursed up to the date of the Notice of Termination, or as stated therein.

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

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

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

TITLE: _____ DATE _____

(SEAL)

BY _____ DATE _____
Deputy Secretary of Transportation

ATTEST:

MUNICIPALITY*

Barbara Plowden
TITLE: Secretary DATE 5-13-92

(SEAL)

BY *Emerson D. Townsend*
TITLE: Chairman DATE 5-13-92

APPROVED AS TO LEGALITY AND FORM

PRELIMINARILY APPROVED

BY _____ DATE _____
Chief Counsel

BY: _____ DATE _____
Assistant Council

BY _____ DATE _____
Deputy Attorney General

APPROVED FOR OFFICE OF BUDGET

RECORDED NO. _____
Certified Funds Available Under Activity Program _____

BY: _____ DATE _____
Title:

SYMBOL _____

AMOUNT _____

BY: _____ DATE _____
Title

*Resolution of Municipality to be attached.

"Contract No. _____, is split 80%, expenditure amount of \$ _____ for Federal funds and 0%, expenditure amount of \$0 for State funds. The related Federal Assistance name and number is FCB;117. The State assistance program name and number is N/A;N/A."

<u>BMS Number</u>	<u>Bridge Description</u>	<u>Posting</u>
#54	This bridge carries S.R.2051 over a branch of Roaring Run. The concrete bridge deck is supported on 12 steel beam stringers. The stringers span between stone abutments which are capped with a concrete beam seat.	10-ton weight limit sign at each approach.
#214	This bridge is a steel I-beam stringer type structure with a 20'-0" overall structure length. The steel I-beam stringers support corrugated metal decking which is filled with approximately 6' of compacted soil. The curb-to-curb width is 21'-11". The abutments consists of steel H-piles and sheeting.	10-ton weight limit sign at each approach.

CERTIFICATION

NAME OF LOCAL GOVERNMENT Kiskiminetas Township COUNTY Armstrong
ADDRESS P.O. Box 262 MUNICIPAL RESOLUTION NO. 3-92
Apollo, PA 15613

Emerson Townsend, Chairman NAME HEREBY CERTIFIES THAT THE FOLLOWING BRIDGES
HAVE BEEN POSTED IN COMPLIANCE WITH REGULATION, 67 PA. CODE, CHAPTER 211
AND THE PA. VEHICLE CODE, SECTION 4902, SUBSECTION (e).

Route(Street) Name	Location	Weight Limits (Show weight limits)	No. of sign posts	Date work done
1 <u>S.R.2051 Brownstown Road</u>	<u>Kiskiminetas Township</u>	<u>10 Ton</u>	<u>12</u>	<u>4-28-92</u>
2 <u>T-544 Long Run Road</u>	<u>"</u>	<u>10 Ton</u>	<u>12</u>	<u>4-28-92</u>
3 _____				
4 _____				
5 _____				
6 _____				
7 _____				
8 _____				
9 _____				
10 _____				

Emerson D. Townsend
SIGNATURE OF LOCAL OFFICIAL

HAS VERIFIED THE ABOVE BRIDGE POSTING(S).

ENGINEER

DISTRICT 10-0 RECOMMENDS REIMBURSEMENT.

ENGINEERING DISTRICT (SIGN)
BRIDGE ENGINEER

COMMONWEALTH NONDISCRIMINATION CLAUSE (All Contracts)



During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.



FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
(All Federal Aid Contracts) *

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractor's commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or in threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a. **Compliance With Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.

b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment

**Not to be used if otherwise included in Construction or Appalachian Contract Provisions.*

practices when the contract covers a program set forth in the Regulations.

c. Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.



COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS

(All Contracts)

During the term of this contract, Contractor agrees as follows:

1. Definitions.

a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. **Consent** means written permission signed by a duly authorized officer or employe 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 execution of this agreement.

c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than a 5% interest.

d. **Financial Interest** means:

(1) ownership of more than a 5% interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The contractor shall, upon request of the Office of State Inspector General, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this agreement with the Commonwealth or which are otherwise relevant to the enforcement of these provisions.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

RESOLUTION NO.

3-92

WHEREAS, the Department of Transportation and this Municipality have agreed to the posting of bridges as listed on Exhibit "A" of this Agreement, in accordance with Department regulation 67 Pennsylvania Code, Chapter 211 of the Vehicle Code, Section 4902, Subsection (e).

NOW, THEREFORE, it is resolved by the Kiskiminetas Twp. Supervisors
(name of governing body)
that Emerson Townsend
(name of authorized officer) is authorized to execute this Agreement on behalf of this Municipality.

Federal Project 114 NBIX-002.

ATTEST:

Barbara Palmadge
TITLE Secretary/Treasurer

KISKIMINETAS TOWNSHIP
(name of municipality)

BY: Emerson D. Townsend
TITLE Chairman

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the Kiskiminetas Twp. Supervisors
(name of governing body)

held on May 13, 1992

DATE: May 13, 1992

Barbara Palmadge
TITLE Secretary/Treasurer

REMARKS: