

5100/
F.I.D. # 25-6000879
SAP # 158975

TRANSFER AGREEMENT NO. 119516

THIS AGREEMENT, made and entered into this 8th day of July, 2019, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

and

the City of Pittsburgh, Allegheny County, of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, certain public highways, including bridges and their approaches, in the MUNICIPALITY, have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the act of May 29, 1945, P.L. 1108; the Act of June 1 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

WHEREAS, the parties desire to transfer jurisdiction of the State Route 2380 (Legislative Route 228) shown in Exhibit "A," which is attached to and made a part of this Agreement, and have set forth their respective obligations to accomplish this objective; and,

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following conditions:

- 1. The MUNICIPALITY has inspected State Route 2380 (Legislative Route 228) and agrees to take it in its current condition. The MUNICIPALITY agrees that State Route 2380 (Legislative Route 228), in its current condition, is already in acceptable condition and that no further work on this State Highway by either the COMMONWEALTH, with its own forces or by contractor, or the MUNICIPALITY, using funds provided by the COMMONWEALTH, is necessary before the transfer of jurisdiction can occur.**
- 2. The MUNICIPALITY agrees to comply with the provisions of the Commonwealth Nondiscrimination/Sexual Harassment Clause and the Contractor Integrity Provisions, which are attached as Exhibits "B" and "C" and made a part of this Agreement.**
- 3. The MUNICIPALITY shall be responsible for maintenance and protection of traffic, at all times during the performance of its responsibilities under this agreement. This shall be done in accordance with the Department of Transportation's Publication 213, entitled Work Zone Traffic Control Guidelines, current edition, which the Department shall provide to the MUNICIPALITY, upon request.**
- 4. Transfer of jurisdiction of the herein named state highway shall be in accordance with 75 Pa.C.S. Chapter 92, effective July 22, 1983. Full execution and approval of this Agreement by both parties shall be deemed to satisfy the requirements of Act 1983-32 and transfer of jurisdiction is contingent upon full execution and approval of this Agreement. IT IS UNDERSTOOD THAT PER ACT 1983-32 AS AMENDED BY ACT**

2006-70, THE MUNICIPALITY WILL NOT BE ELIGIBLE FOR ITS FIRST \$4,000.00 PER MILE PAYMENT UNTIL AFTER THE YEAR FOLLOWING THIS TRANSFER TO THE MUNICIPALITY. A copy of the MUNICIPALITY'S Resolution authorizing transfer is attached as Exhibit "D" and made a part of this Agreement.

- 5. Upon transfer of the State Highway(s) and any Bridge(s) herein specified, the MUNICIPALITY shall have jurisdiction of the said highway(s) and bridge(s) in perpetuity. The MUNICIPALITY shall further have the responsibility for performance of winter traffic services (including snow removal and application of anti-skid and de-icing materials), and cleaning on any EXCLUDED BRIDGE STRUCTURES as designated by Station and/or Segment and Offset Numbers in Exhibit "D," on the above-noted state highway(s), even if those structures remain under the jurisdiction of the COMMONWEALTH, and for reporting missing, damaged and deteriorated bridge signs on any such EXCLUDED BRIDGE STRUCTURES (to the County Maintenance Manager or staff). The MUNICIPALITY grants to the COMMONWEALTH the authority to enter upon and utilize bridge approaches and right of way areas necessary for purposes of constructing, reconstructing or maintaining any excluded bridge structure and/or attached guide rail. If the MUNICIPALITY DESIRES to resurface excluded structures, or to mark the centerline of an excluded structure, written approval must be obtained from the District Executive prior to start of work.**
- 6. The COMMONWEALTH will provide the MUNICIPALITY with available straight-line diagrams, right-of-way information, bridge weight limit, traffic engineering documentation, and with copies of all active highway permits and/or bonding, utility and railroad crossing information, where applicable.**

The MUNICIPALITY shall provide documentary evidence of transfer of ownership to the office in the county courthouse, which is responsible for municipal road dockets, and it shall furnish the COMMONWEALTH with proof that the transfer has been recorded in the appropriate office of the county courthouse. The MUNICIPALITY shall maintain all existing official traffic-control devices, including, but not limited to, those designating bicycle routes, consistent with the Vehicle Code, 75 Pa C.S. Section 101 et seq., and the regulations promulgated under it's authority.

- 7. The MUNICIPALITY agrees that the 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 other contract with the COMMONWEALTH.**
- 8. The MUNICIPALITY agrees to comply with the Provisions Concerning the Americans with Disabilities Act, attached hereto as Exhibit "E" and made part hereof.**
- 9. The MUNICIPALITY agrees to comply with the Contractor Responsibility Provisions, attached as Exhibit "F" and made part of this Agreement.**
- 10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Contract/Agreement. Therefore, this Contract/Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "G" and made a part of this Contract/Agreement. As used in this Contract/Agreement, the term "Contractor" refers to the MUNICIPALITY.**

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

ATTEST:

Signature Date

Title
(Seal)

ATTEST:

Sybil Green 9/25/19
Signature Date

Fiscal and Contracting Coordinator
Title
(SEAL)

PRELIMINARY APPROVAL:

[Signature] 7/1/19
Signature Date

ASSISTANT COUNSEL
Title

RECORDED NUMBER: N/A
Certified Funds Available Under Activity Program:

SYMBOL: _____
AMOUNT: 0.00

Chermy Wood-Karmon 7/8/19
Signature Date

Comptroller's operations
Title

APPROVED AS TO LEGALITY AND FORM:

[Signature] 7/1/2019
Signature Date

CHIEF COUNSEL
Title

Travis A. Hettlerbach 7/1/19
Signature Date

DIRECTOR, PLANNING AND RESEARCH
Title

CITY OF PITTSBURGH
(Name of Municipality)

[Signature] 4/25/2019
Signature Date

Director of Mobility and Infrastructure
Title

[Signature]
Signature

Mayor
Title

Laurie Dierker
Signature

Sr. Exec. Asst.
Title

"Contract No. 119516 is split N/A, expenditure amount of N/A for federal funds and N/A amount of \$0.00 for State Funds. The related Federal Assistance program name and number is N/A;N/A. The State Assistance program name and number is HIGHWAY TRANSFER # 617."

PREAPPROVED FORM: OGC No. 18-FA-46.0 In: agree.frm Appv'd OAG 6/14/2013



HIGHWAY TRANSFER PROJECT

GENERAL PROJECT INFORMATION

DATE: 10/24/2018

COUNTY: 02 - Allegheny

AGREEMENT NUMBER: 119516

MUNICIPALITY: City of Pittsburgh

DISTRICT: 11-0 MUNICIPAL CODE: 02-301 FEDERAL ID #: 256000879 CVMU #: 158975

STATE ROUTE #: 2380 FROM SEGMENT/OFFSET: 0011/0000 TO SEGMENT/OFFSET: 0031/0918

LR #: 228 FROM STATION: 264+76 TO STATION: 297+15

LR #: _____ FROM STATION: _____ TO STATION: _____

A distance of 0.652 miles or 3442 feet.

Signature: T. A. Ryan Date: 1/23/19
(District RMS Coordinator)

Is this road a local traffic generator? YES NO PROVIDES PROPERTY ACCESS TO: RESIDENTIAL COMMERCIAL
 AGRICULTURAL INDUSTRIAL

Union Notification: YES NO Meet and Discuss Date: 04/04/2017

SURFACE WIDTH: 48.000 feet YEAR BUILT: 1968 LEGISLATIVE DISTRICT: 21st

R/WAY WIDTH: 24 - 48 feet LAST YEAR RESURFACED: 2013 SENATORIAL DISTRICT: 38th

MFC CODE: B FED AID: 0 - Non Federal Aid ADT: 4,701 VERIFIED IN RMS? YES NO

JUSTIFICATION FOR TRANSFER:

City of Pittsburgh to re-purpose the use of this roadway for future development.
No work required by PENNDOT, transfer to the City of Pittsburgh in existing condition.
City of Pittsburgh has the ability to maintain roadway.

IT IS AGREED THAT THE COMPLETION OF THE WORK LISTED WILL PLACE THIS ROAD/STRUCTURE IN SATISFACTORY CONDITION:			
<u>[Signature]</u> (DISTRICT EXECUTIVE)	<u>1/23/19</u> (DATE)	<u>[Signature]</u> (MUNICIPAL OFFICIAL)	<u>11/25/08</u> (DATE)
<u>[Signature]</u> (TURNBACK COORDINATOR)	<u>1/18/19</u> (DATE)	<u>[Signature]</u> (MUNICIPAL OFFICIAL)	<u>11/30/08</u> (DATE)



HIGHWAY TRANSFER PROJECT

GENERAL PROJECT INFORMATION

DATE: 10/24/2018

COUNTY: 02 - Allegheny

AGREEMENT NUMBER: 119516

MUNICIPALITY: City of Pittsburgh

DISTRICT: 11-0 MUNICIPAL CODE: 02-301 FEDERAL ID #: 256000879 CVMU #: 158975

STATE ROUTE #: 2380 FROM SEGMENT/OFFSET: 0030/0000 TO SEGMENT/OFFSET: 0030/0907

LR #: 228 FROM STATION: 288+83 TO STATION: 297+15

LR #: _____ FROM STATION: _____ TO STATION: _____

A distance of 0.172 miles or 907 feet.

Signature: [Signature] Date: 1/23/19
(District RMS Coordinator)

Is this road a local traffic generator? YES NO PROVIDES PROPERTY ACCESS TO: RESIDENTIAL COMMERCIAL
 AGRICULTURAL INDUSTRIAL

Union Notification: YES NO Meet and Discuss Date: 04/04/2017

SURFACE WIDTH: 48.000 feet YEAR BUILT: 1968 LEGISLATIVE DISTRICT: 21st

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IT IS AGREED THAT THE COMPLETION OF THE WORK LISTED WILL PLACE THIS ROAD/STRUCTURE IN SATISFACTORY CONDITION:			
<u>[Signature]</u> (DISTRICT EXECUTIVE)	<u>1/23/19</u> (DATE)	<u>[Signature]</u> (MUNICIPAL OFFICIAL)	<u>11/20/18</u> (DATE)
<u>[Signature]</u> (TURNBACK COORDINATOR)	<u>1/18/19</u> (DATE)	<u>[Signature]</u> (MUNICIPAL OFFICIAL)	<u>11/30/18</u> (DATE)

BRIDGE AND RAILROAD INFORMATION (List ALL Bridges on Portion of Road to be Transferred)

INCLUDED?	BMS ID #	STARTING SEGMENT	OFFSET	SPAN LENGTH	# OF SPANS
<input type="checkbox"/> YES <input type="checkbox"/> NO					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
<input type="checkbox"/> YES <input type="checkbox"/> NO					

RR CROSSING INFORMATION: AAR #: _____ SEGMENT: _____ OFFSET: _____

DOT #: _____ SEGMENT: _____ OFFSET: _____

of Department Owned Signs to be Removed: _____

WORK REQUIRED TO PLACE ROAD AND/OR BRIDGE AND/OR OTHER ASSETS IN ACCEPTABLE CONDITION

ITEM	PRICE/UNIT	UNIT/TYPE	# OF UNITS	TOTAL COST
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
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				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
	GRAND TOTAL:			\$ 0.00

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

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 B

CONTRACTOR INTEGRITY PROVISIONS

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

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

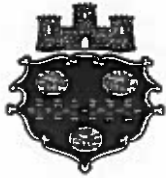
- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting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

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

Exhibit C

- 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.

Exhibit "D"



City of Pittsburgh

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Certified Copy

Resolution: 459

File Number: 2017-1720

Enactment Number: 459

Resolution authorizing the Mayor and the Director of the Department of Mobility and Infrastructure to enter into a Transfer Agreement or Agreements with the Pennsylvania Department of Transportation ("PennDOT") under which PennDOT will make improvements to and transfer to the City of Pittsburgh the remaining portions of Penn Circle from South Highland Avenue counterclockwise to Baum Boulevard, a length of approximately one mile.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of the Department of Mobility and Infrastructure, on behalf of the City of Pittsburgh, are authorized to execute relevant agreements with the Pennsylvania Department of Transportation ("PennDOT") under which PennDOT will make improvements to and transfer to the City of Pittsburgh the remaining portions of Penn Circle from South Highland Avenue counterclockwise to Baum Boulevard, a length of approximately one mile.

The Transfer Agreement or Agreements shall be approved by the City Solicitor as to form and substance.

Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

I certify that this is a true copy of Resolution No. 459, passed by Council on 7/25/2017, approved by the Mayor on 7/27/2017. Effective Date 7/27/2017.

Attest:

Handwritten signature of Brenda F. Pree in black ink.

Brenda F. Pree, City Clerk

August 27, 2018

Date Certified

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 E

Contractor Responsibility Provisions

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

- 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 obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

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