

EFFECTIVE DATE \_\_\_\_\_  
(DEPARTMENT will insert)

AGREEMENT NO. 089481  
FEDERAL ID NO. 23-600-3043  
SAP VENDOR No. 139086

COUNTY: Dauphin  
MUNICIPALITY: Dauphin County  
PROGRAM: Special Bridge Funds

**BRIDGE INVENTORY AND INSPECTION ACTIVITY**  
**REIMBURSEMENT AGREEMENT**  
**For Federal-Aid Highway Projects**

THIS AGREEMENT is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation ("DEPARTMENT"),

a n d

Dauphin County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("LOCAL GOVERNMENT UNIT").

When referred to collectively, the DEPARTMENT and the LOCAL GOVERNMENT UNIT will be referred to as the Parties.

W I T N E S S E T H:

WHEREAS, the Congress of the United States has found it to be in the national interest to promote through the states a continuing

Federal-Aid Highway Program to improve public roads both on and off federal-aid systems within the states, in order to bring these public roads up to standards and thereby enhance the safety and traffic flow on these roads, and has provided funds to be administered in accordance with the provisions of the various federal-aid highway acts and their amendments; and,

WHEREAS, 23 U.S.C. § 151 and the regulations promulgated under its authority at 23 C.F.R. Part 650, Subpart C mandate the establishment of national bridge inspection standards ("NBIS"), including the methods by which the states shall carry out the inspections, the maximum time period between inspections, the qualifications of the personnel, mandatory systematic quality assurance/quality control procedures and required follow-up regarding critical findings, for all highway bridges open to the public, and authorize the provision of federal funds to the states to carry out the NBIS inspection program; and,

WHEREAS, the DEPARTMENT has adopted policies and procedures for the initiation and conduct of bridge inventories and inspections on public roads in compliance with NBIS, pursuant to the requirements set forth by the United States Department of Transportation Federal Highway Administration ("FHWA"), regulations implementing the provisions of the federal-aid highway acts and

amendments hereto, as set forth in the applicable provisions of Title 23 of the United States Code; and,

WHEREAS, the LOCAL GOVERNMENT UNIT has signified its willingness to participate in the project described below in accordance with the terms, conditions, and provisions hereinafter contained in the Agreement.

NOW, THEREFORE, the Parties hereto, for and in consideration of the foregoing premises and the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

**1. RECITALS**

The foregoing recitals are incorporated by reference as a material part of this Agreement.

**2. INVENTORIES AND INSPECTIONS**

a. The LOCAL GOVERNMENT UNIT shall participate in bridge inventories and inspections as specified in the Agreement. The maximum amount of federal funds available for the work to be performed under this Agreement is Six Hundred Forty-Two Thousand Three Hundred Sixty-Three dollars and 75 cents (\$ 642,363.75).

b. The work involved shall be in accordance with policies, procedures, and specifications prepared or approved by the

DEPARTMENT and the FHWA, which policies, procedures, and specifications shall apply to the LOCAL GOVERNMENT UNIT and its consultants and shall be incorporated into all agreements entered into by them under the terms of this Agreement. These policies, procedures, and specifications are contained in the DEPARTMENT'S "Bridge Safety Inspection Manual," designated as Publication 238 (current edition), its supplements, amendments, and updates, incorporated by reference and made part of this Agreement as if physically attached. This Agreement will cover all services or activities performed after the FHWA's approval of the Form 4232; provided further, that the DEPARTMENT must approve all consultant agreements prior to the start of any work, if the work is to be eligible for reimbursement under the terms of this Agreement. Bridges to be inspected or reinspected, inventoried, and load rated under the terms of this Agreement; the political subdivisions that own them (if applicable); and other relevant information regarding the work are listed on Exhibit "A" attached to and made part of this Agreement; and the work to be performed on these bridges is collectively referred to as the "Project."

c. Where a county is acting as agent for the municipalities whose bridges are listed on Exhibit "A," it assumes responsibility for all work done by its consultant(s) and contractor(s) in connection with this Agreement. The county is responsible for

securing from the affected municipalities any required consents or authorizations to serve as their agent.

d. The proportionate shares of costs on this Project and their amounts are as follows:

Total Inventory and Inspection Cost	\$ 802,954.69
Federal Share (80%)	\$ 642,363.75
Local Share (20%)	\$ 160,590.94

### 3. REIMBURSEMENT

a. Subject to the terms and conditions of this Agreement, the DEPARTMENT, from funds allocated for this purpose by the FHWA, and to the extent such funds are first made available by FHWA to the DEPARTMENT, shall reimburse the LOCAL GOVERNMENT UNIT in the amount of eighty percent (80%) of the total allowable Project costs, estimated to be Six Hundred Forty-Two Thousand Three Hundred Sixty-Three dollars and 75 cents (\$ 642,363.75). Accordingly, the amount to be reimbursed to the LOCAL GOVERNMENT UNIT is estimated to be Six Hundred Forty-Two Thousand Three Hundred Sixty-Three dollars and 75 cents \$ 642,363.75).

b. The LOCAL GOVERNMENT UNIT, by executing this Agreement, hereby certifies that it has on hand, or will obtain during the life of the Project, sufficient funds to meet all of its obligations under the terms

of this Agreement and that it, and not the DEPARTMENT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for federal-aid participation and shall bear all such excess costs.

c. For the purpose of reimbursement as indicated in this paragraph, the LOCAL GOVERNMENT UNIT shall submit to the DEPARTMENT certified periodic invoices for the following:

- (1) Allowable costs for work performed by the LOCAL GOVERNMENT UNIT's forces on the Project, or
- (2) Work performed on the Project by the LOCAL GOVERNMENT UNIT's consultant(s) and contractor(s), based on current estimates of the work of the consultant(s) and contractor(s) on the Project.

The DEPARTMENT shall submit these invoices to the FHWA for payment. As FHWA funds are made available, the DEPARTMENT shall reimburse the LOCAL GOVERNMENT UNIT for the proportionate share of the approved charges.

d. The LOCAL GOVERNMENT UNIT shall be responsible for the remaining twenty percent (20%) of all allowable costs incurred on the Project, as well as any and all costs incurred in excess of those eligible for federal-aid participation, including, but not limited to, any and all costs relating to or resulting from unauthorized changes made to the approved procedures and/or specifications, unreasonable time

delays and unauthorized extensions of time, interest for late payments or for money borrowed to finance the projects (inasmuch as interest paid by the LOCAL GOVERNMENT UNIT is not federally reimbursable), and all other unforeseen, unauthorized costs and expenses not included in the estimates set forth above in subparagraph a.

e. The DEPARTMENT shall not reimburse any additional or extra work performed or materials furnished, not expressly authorized under this Agreement, unless the DEPARTMENT has first approved such additional or extra work or materials in writing. Any such work done or materials furnished without such written approval first being given shall be at the LOCAL GOVERNMENT UNIT's own risk, cost, and expense.

f. **Automated Clearing House Provisions.** In accordance with Commonwealth Management Directive 310.30 Amended, issued May 22, 2009, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment, the LOCAL GOVERNMENT UNIT shall comply with the following provisions:

- (1) The DEPARTMENT will make payments to the LOCAL GOVERNMENT UNIT through ACH. Within 10 days of executing this Agreement, the LOCAL GOVERNMENT UNIT must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-)

EFTenrollmentform.pdf) and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9<sup>th</sup> Floor, Harrisburg, PA 17101.

(2) The LOCAL GOVERNMENT UNIT must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the LOCAL GOVERNMENT UNIT to properly apply the state agency's payment to the respective invoice or program.

(3) It is the responsibility of the LOCAL GOVERNMENT UNIT to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

g. The LOCAL GOVERNMENT UNIT shall submit its final invoices for reimbursement of the items set forth in subparagraph c. to the DEPARTMENT within one (1) year of the completion of the Project. If the LOCAL GOVERNMENT UNIT fails to submit its final invoices within this



one- (1-) year period, it may forfeit all remaining federal financial participation in the Project.

#### 4. RECORDS AND AUDIT REQUIREMENTS

a. The LOCAL GOVERNMENT UNIT shall maintain, and it 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 in the Project and shall make 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 FHWA, for inspection and/or audit by the DEPARTMENT, the FHWA, or any other authorized representatives of the state or federal government; and copies shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, a complete record of time shall be kept for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

b. As specified by the Federal Office of Management and Budget, the LOCAL GOVERNMENT UNIT agrees to satisfy the audit requirements contained in the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501 et seq., and, for this purpose, to comply with the Audit Clause to Be Used in Agreements with Entities Receiving Federal Awards from the

Commonwealth, dated December 3, 2003, which is incorporated into this Agreement by reference as though physically attached. As used in the Audit Clause, the term "Subrecipient" means the LOCAL GOVERNMENT UNIT.

#### **5. ABANDONMENT OF PROJECT**

If the LOCAL GOVERNMENT UNIT abandons or indefinitely postpones the Project, the LOCAL GOVERNMENT UNIT may terminate this Agreement by sending a thirty- (30-) day written notice of termination to the DEPARTMENT, with the understanding that the FHWA will not participate in any costs of an incomplete bridge inspection, rating, or accompanying report and that the DEPARTMENT must be reimbursed for all costs incurred by it for the Project. Consequently, in that event, the LOCAL GOVERNMENT UNIT shall reimburse the DEPARTMENT, within thirty (30) days of receipt of a statement from the DEPARTMENT, all federal-aid funds received by the LOCAL GOVERNMENT UNIT for work performed on a particular structure but not completed, for refund to the FHWA. If the LOCAL GOVERNMENT UNIT fails to reimburse the DEPARTMENT within this time period, the LOCAL GOVERNMENT UNIT shall be in default pursuant to Paragraph 6 of this Agreement.

#### **6. DEFAULT**

If the LOCAL GOVERNMENT UNIT fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of thirty (30) days, the LOCAL GOVERNMENT UNIT authorizes the DEPARTMENT to withhold so much of the

LOCAL GOVERNMENT UNIT's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT or the FHWA in full for all costs due under this Agreement; and the LOCAL GOVERNMENT UNIT authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

**7. REQUIRED ACTION UPON CRITICAL FINDINGS**

a. The LOCAL GOVERNMENT UNIT shall require its inspectors, whether its own staff or inspectors under contract, to adhere to the Department's Publication 238 regarding emergency reporting and notification of critical deficiencies observed or found during any inspection authorized by this Agreement.

b. The LOCAL GOVERNMENT UNIT shall take action to mitigate any critical deficiencies, or perilous or hazardous conditions reported to it as soon as possible, but no later than seven (7) days from receipt of notice of such deficiency.

c. Failure to comply with subparagraphs a. or b. above may be considered a default or abandonment of this Agreement, and the provisions of Paragraphs 5 or 6 shall apply as appropriate. Furthermore, failure to comply with these subparagraphs may result in the loss of federal and state funds.

**8. INDEMNIFICATION**

The LOCAL GOVERNMENT UNIT shall indemnify, save harmless, and (if requested) defend the Commonwealth of Pennsylvania, the DEPARTMENT, the FHWA, 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 any work on the Project by the LOCAL GOVERNMENT UNIT and/or the LOCAL GOVERNMENT UNIT's consultant(s) and/or contractor(s) and their officers, agents, and employees, whether the same be due to defective materials, defective workmanship, or neglect in safeguarding the work, or by or on account of any act, omission, neglect, or misconduct of the LOCAL GOVERNMENT UNIT and/or the LOCAL GOVERNMENT UNIT's consultant(s) and/or contractor(s), their officers, agents, and employees, during the performance of the work or thereafter, or to any other cause whatever.

**9. FHWA APPROVAL**

The Parties fully understand and agree that their respective obligations under this Agreement shall be made contingent upon the approvals, prior to commencement of the work herewith, of the Project's eligibility for participation in federal funds to the extent of the proportionate share specified in Subparagraph 2.d. above; and, if the FHWA does not give such approval, neither of the Parties shall be further obligated by the terms of this Agreement.

**10. TERMINATION PROVISION**

Because this Agreement is to be funded either partially or completely by federal funds, the DEPARTMENT may terminate it if federal funds are not provided to the DEPARTMENT for the purpose stated in the Agreement. The DEPARTMENT shall effect such termination by delivery to the LOCAL GOVERNMENT UNIT of a notice of termination specifying the reason for termination and its effective date. The DEPARTMENT shall compensate the LOCAL GOVERNMENT UNIT for bridge inspections, ratings, and reports that were completed by the date of notice of termination or such other date as the notice of termination shall specify.

**11. REQUIRED CONTRACT PROVISIONS**

The Parties agree, and the LOCAL GOVERNMENT UNIT shall also provide in its contracts for the Project, that all plans, specifications, estimates of costs, bridge safety inspections and associated tasks, acceptance of the work, and procedures in general shall, at all times, conform to all applicable federal and state laws, rules, regulations, orders, and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, anti-solicitation, information, auditing, and reporting provisions. The LOCAL GOVERNMENT UNIT shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the Commonwealth Nondiscrimination/Sexual Harassment Clause and the Federal Nondiscrimination Clauses, which are incorporated into this Agreement by reference as though physically attached.

**12. CONTRACTOR INTEGRITY PROVISIONS**

The LOCAL GOVERNMENT UNIT shall comply with the Commonwealth Contractor Integrity Provisions, which are incorporated into this Agreement by reference as though physically attached.

**13. OFFSET PROVISION**

The LOCAL GOVERNMENT UNIT agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the LOCAL GOVERNMENT UNIT or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the LOCAL GOVERNMENT UNIT under this or any other contract with the Commonwealth.

**14. AMERICANS WITH DISABILITIES ACT PROVISIONS**

The LOCAL GOVERNMENT UNIT shall comply with the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are incorporated into this Agreement by reference as though physically attached.

**15. ANTI-LOBBYING REQUIREMENT**

Public Law 101-121, Section 319, 31 U.S. Code Section 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan, or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the

entering into of any cooperative agreement. The LOCAL GOVERNMENT UNIT agrees to comply with the Lobbying Certification Form attached to, and made part of, this Agreement as Exhibit "B," which an authorized official of the LOCAL GOVERNMENT UNIT has executed.

**16. CONTRACTOR RESPONSIBILITY PROVISIONS**

The LOCAL GOVERNMENT UNIT shall comply with the Commonwealth Contractor Responsibility Provisions, which are incorporated into this Agreement by reference as though physically attached.

**17. DISADVANTAGED BUSINESS ENTERPRISE REGULATORY COMPLIANCE REQUIREMENTS**

The LOCAL GOVERNMENT UNIT shall take the following steps, where applicable, in order to comply with the Disadvantaged Business Enterprise ("DBE") requirements of current federal highway funding authorizations and regulations adopted pursuant thereto:

a. For federally-assisted transportation-related projects, the DEPARTMENT may establish a percentage participation goal. The LOCAL GOVERNMENT UNIT shall work with the DEPARTMENT's Engineering District Office concerning the necessity of establishing a goal for this Project. If a DBE goal is not applicable, the LOCAL GOVERNMENT UNIT shall comply with the "Disadvantaged Business Enterprise and Small Business Concern Involvement" provision, which is incorporated into this Agreement by reference as though physically attached. If a goal is established, this goal must be attained by the LOCAL GOVERNMENT UNIT's consultant(s) and

contractor(s) or, in the alternative, a showing of good faith effort must be made. Determination of good faith effort shall be made by the LOCAL GOVERNMENT UNIT and is subject to the concurrence of the DEPARTMENT. The LOCAL GOVERNMENT UNIT shall comply with the *DBE Special Requirements--Engineering*, which are incorporated into this Agreement by reference as though physically attached to it.

b. All DBE's must be certified by the Pennsylvania Unified Certification Program ("PA UCP") before the bid submission date.

**18. REQUIRED DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE PROVISION**

a. The LOCAL GOVERNMENT UNIT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The LOCAL GOVERNMENT UNIT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the LOCAL GOVERNMENT UNIT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the DEPARTMENT deems appropriate.

b. As a recipient of funds from the DEPARTMENT, the LOCAL GOVERNMENT UNIT must include the assurance set forth in subparagraph a. in each contract into which it enters to carry out the Project or activities being funded by this Agreement.



**19. ORDINANCES AND RESOLUTIONS**

The LOCAL GOVERNMENT UNIT shall enact and/or adopt such ordinances and/or resolutions as may be necessary to affect the purposes of this Agreement.

**20. SUCCESSORS AND ASSIGNS**

All covenants and obligations of the Parties under this Agreement shall bind their successors and assigns, whether or not expressly assumed by such successors and assigns.

**21. 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 LOCAL GOVERNMENT UNIT shall comply with, the clause entitled Contract Provisions - Right to Know Law 8-K-1532, attached as Exhibit "C" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the LOCAL GOVERNMENT UNIT.

**22. EFFECTIVE DATE**

This Agreement will not be effective until it has been executed by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. This Agreement shall remain in effect until the Project is abandoned or completed, whichever occurs first.

IN WITNESS WHEREOF, the Parties have executed this Agreement the


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


COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive DATE

Dauphin County \*  
(Name of LOCAL GOVERNMENT UNIT)

ATTEST:

 9/1/10  
Signature DATE  
Chief Clerk  
Title

BY  9/1/10  
Signature DATE  
Chairman  
Title

(SEAL)

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

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

FUNDS COMMITMENT DOC. NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE \_\_\_\_\_  
UNDER SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
BY \_\_\_\_\_  
for Comptroller Operations Date

\* Unless the individuals signing this Agreement on behalf of the LOCAL GOVERNMENT UNIT are authorized to do so by statute or regulation, the LOCAL GOVERNMENT UNIT's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.

Agreement No.089481 is split 80%, expenditure amount of \$642,363.75 for Federal funds and 0%, expenditure amount \$0.00 for State funds. The related Federal assistance program name and number are Bridge Safety Inventory Inspection, H1C0 NBIS 051 for Local Federal Aid Bridges. The State assistance program name and number are not applicable.

RESOLUTION

BE IT RESOLVED, by authority of the Board of  
(Name of governing body)  
Commissioners of the \_\_\_\_\_,  
(Name of municipality)  
Dauphin COUNTY, and it is hereby resolved by  
authority of the same, that the Chairman of said  
(designate official title)  
municipality be authorized and directed to sign the  
attached agreement on its behalf and that the Chief Clerk  
(designate official title)  
be authorized and directed to attest the same.

ATTEST

County of Dauphin  
(Name of municipality)

[Signature] Chief Clerk  
(Signature and designation of  
official title)

[Signature] Chairman  
(Signature and designation of  
official title)

(SEAL)

I, Chad Saylor, Chief Clerk  
(Name) (Official Title)

of the County of Dauphin do hereby certify  
(Name of governing body and municipality)

that the foregoing is a true and correct copy of the Resolution  
adopted at a regular meeting of the Board of Commissioners  
(Name of governing body)

held the 1 day of September, 2010.

DATE: 9 1, 2010 [Signature] Chief Clerk  
(Signature and designation of official title)

**EXHIBIT A**  
**REIMBURSEMENT AGREEMENT 089481**  
**FOR WORK DESCRIBED IN ENGINEERING AGREEMENT 089480**  
**LOCAL BRIDGE INSPECTION PROGRAM – 2010-2015**  
**DAUPHIN COUNTY**  
**LIST OF MUNICIPALITIES PARTICIPATING IN CONTRACT**

<u>MUNICIPAL CODE</u>	<u>MUNICIPALITY</u>
101	Susquehanna Township
102	Swatara Township
201	Conewago Township
202	Derry Township
203	East Hanover Township
205	Jackson Township
206	Jefferson Township
207	Londonderry Township
208	Lower Paxton Township
211	Middle Paxton Township
215	South Hanover Township
218	Wayne Township
301	City of Harrisburg
402	Dauphin Borough
406	Highspire Borough
409	Middletown Borough
413	Royalton Borough
408	Lykens Borough

Exhibit A 1  
of 6

# Local Bridge Inspection Program Structure Inventory

## Dauphin County LBIP Structure Inventory

BMS ID	BRKEY	C/P	Inspection Type	Last Inspection	Feature Intersected	Typ Ser	Str Len	Main Str Type	Work Cat	Curb to Curb	Yr Built	Structure Rating	SCOURCRIT	FC GROUP NUMBER	SD(1)/FO(2)
<b>22 - Dauphin</b>															
<b>022</b>															
<b>DAUPHIN COUNTY</b>															
22720203903001	14646	A	R	6/19/2009	SWATARA CREEK	15	307	42107	A4	28.20	1973	3	8	9	2
22720304313002	14651	A	R	6/25/2009	MANADA CREEK	15	54	42207	A1	30.00	1980	6	8	9	0
22720304313004	14652	A	R	6/25/2009	BOW CREEK	15	52	42206	A1	28.00	1985	5	8	9	0
22720304613003	14653	A	R	6/25/2009	BOW CREEK	15	50	42207	A1	25.80	1988	7	5	9	0
22720306143006	14659	A	R	6/25/2009	MANADA CREEK	15	40	42207	A1	28.00	1973	5	8	9	0
22720403563008	14662	A	R	8/12/2009	POWELL CREEK	15	58	42107	A1	24.70	1986	5	8	9	0
22720404543011	14663	A	R	8/5/2009	ARMSTRONG CREEK	15	55	42207	A1	22.00	1977	5	5	9	0
22720405513007	14664	A	R	8/12/2009	POWELL CREEK	15	87	42107	A2	25.80	1987	5	5	9	0
22720405513009	14665	A	R	8/12/2009	POWELL CREEK	15	54	42207	A1	26.00	1973	5	8	9	0
22720405633010	40631	A	R	8/5/2009	ARMSTRONG CREEK	15	50	42206	A1	28.00	1998	7	8	9	0
22720505443954	14667	A	R	8/5/2009	ARMSTRONG CREEK	15	36	42207	A1	20.00	1974	6	8	9	0
22720605343012	14669	A	R	7/29/2009	NORTH FORK POWELL CREEK	15	33	42207	A1	22.00	1979	5	5	9	0
22720605513013	14671	A	R	7/29/2009	S.FORK OF POWELL CREEK	15	37	42206	A1	22.00	1950	6	5	9	0
22720703013056	14672	A	R	6/19/2009	CONEWAGO CREEK	15	77	42107	A1	28.80	1985	4	8	9	1
22720704963015	14675	A	R	7/15/2009	IRON RUN	15	43	42207	A1	30.00	1980	7	8	9	0
22720804073058	14680	A	R	6/18/2009	BEAVER CREEK	15	60	42207	A1	31.00	1979	6	8	9	0
22720804313057	14682	A	R	6/18/2009	BEAVER CREEK	15	62	42207	A1	31.00	1980	6	8	9	0
22721006513017	14688	A	R	8/20/2009	MAHANTANGO CREEK	15	129	42207	A2	22.00	1973	5	8	9	0
22721106863022	14691	A	R	6/10/2009	STONEY CREEK	15	68	42206	A1	24.00	1998	6	8	9	0
22721204743027	14693	C	R	8/20/2009	MAHANTANGO CREEK	15	168	19118	C2	14.10	1900	1	4	1	1
22721205563025	39971	A	R	7/22/2009	LITTLE WICONISCO CR	15	25	42206	A1	28.00	1997	6	8	0	0
22721206313024	14694	A	R	7/22/2009	LITTLE WICONISCO CREEK	15	24	42206	A1	28.40	1996	6	8	6	0

**Dauphin County LBIP Structure Inventory**

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat.</u>	<u>Cur to Yr</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22721206373026	14695	A	R	8/20/2009	MAHANTANGO CREEK	15	121	42207	A2	22.80	1973	6	8	9	0
22721305473028	14696	A	R	8/5/2009	POWELL CREEK	15	73	42206	A1	24.00	1993	6	8	9	0
22721503733029	14697	A	R	6/15/2009	BEAVER CREEK	15	62	42207	A1	28.80	1981	5	8	9	0
22721503753030	14698	A	R	6/15/2009	BEAVER CREEK	15	71	42206	A1	28.00	1954	5	4	9	0
22721503753031	14699	A	R	6/16/2009	BEAVER CREEK	15	105	42206	A2	28.00	1984	5	8	9	0
22721504223122	46054	A	Z	8/12/2010	Swatara Creek	55	374	42404	A4	28.00	2010	N	8	9	-
22721506903032	14702	P	I	6/25/2010	SWATARA CREEK	15	313	29920	A4	17.80	1910	3	3	9	1
22721604603034	14703	A	R	7/22/2009	WICONISCO CREEK	15	86	42207	A2	20.00	1974	5	8	9	1
22721604603037	14704	A	R	7/22/2009	LITTLE WICONISCO CREEK	15	33	42207	A1	22.00	1982	5	8	9	0
22721604663035	14705	A	R	8/4/2009	WICONISCO CREEK	15	113	42207	A2	24.80	1990	6	8	9	0
22721604823038	14707	A	R	8/20/2009	MAHANTANGO CREEK	15	137	42207	A2	22.00	1973	5	8	9	0
22721704623040	14708	A	R	8/4/2009	WICONISCO CREEK	15	83	42207	A2	28.90	1973	6	8	9	0
22721704643039	14709	A	R	8/4/2009	WICONISCO CREEK	15	77	42207	A1	24.80	1990	7	8	9	0
22721705853045	14710	A	R	6/30/2009	WICONISCO CREEK	15	89	42207	A2	28.90	1973	5	8	9	0
22721705953042	45499	A	F	7/8/2009	Wiconisco Creek	15	82	42206	A2	0.00	2009	7	8	9	0
22721706173044	14713	A	R	7/8/2009	WICONISCO CREEK	15	72	42206	A1	28.00	1971	7	5	9	0
22721706243043	14714	A	R	7/8/2009	WICONISCO CREEK	15	100	42207	A2	24.00	1990	7	8	9	0
22721804463047	14715	A	R	7/29/2009	POWELL CREEK	15	48	42206	A1	28.00	1999	5	8	9	0
22721804483046	14716	A	R	7/16/2009	POWELL CREEK	15	50	42207	A1	22.00	1974	6	8	9	0
22721804523048	14717	A	R	7/29/2009	POWELL CREEK	15	41	42207	A1	22.00	1980	6	8	9	0
22722005513049	14721	A	R	6/30/2009	WICONISCO CREEK	55	59	42207	A1	30.00	1982	5	8	9	0
22722006973051	14722	A	R	7/16/2009	WICONISCO CREEK	15	72	42207	A1	28.00	1974	5	8	9	2
22722007073050	14723	A	R	6/30/2009	WICONISCO CREEK	55	62	42206	A1	28.00	1998	5	4	9	0
22722106013052	14724	A	R	7/16/2009	WICONISCO CREEK	15	67	42107	A1	28.80	1987	4	4	9	1
22722106053053	14725	A	R	7/16/2009	WICONISCO CREEK	15	66	42207	A1	26.00	1980	5	8	9	0
22730140003059	14559	A	R	8/26/2009	PAXTON CREEK	55	38	21920	A1	44.30	1940	6	8	9	2
22730140003060	14515	A	R	8/26/2009	PAXTON CREEK	55	41	21103	A1	52.50	1930	5	7	9	0
22740920003954	14751	A	R	7/15/2009	SWATARA CREEK	55	263	42206	A3	28.00	1977	6	8	9	0

Exhibit A 3  
 of 6

**Dauphin County LBIP Structure Inventory**

<u>BMS ID</u>	<u>BRKEY</u>	<u>CIP</u>	<u>Inspection</u>	<u>Last</u>	<u>Feature Intersected</u>	<u>Typ</u>	<u>Str</u>	<u>Main</u>	<u>Work</u>	<u>Curb</u>	<u>Yr Built</u>	<u>Structure</u>	<u>SCOURCRIT</u>	<u>FC GROUP</u>	<u>NUMBER</u>	<u>SD(1)/FO(2)</u>
	<u>A</u>	<u>A</u>	<u>Type</u>	<u>Inspection</u>		<u>Ser</u>	<u>Len</u>	<u>Str Type</u>	<u>Cat</u>	<u>to</u>		<u>Rating</u>		<u>NUMBER</u>		
22740940003014	14752	A	R	7/15/2009	SWATARA CREEK	55	278	42406	A3	28.00	1992	7	8	9	0	0
SUSQUEHANNA TWP																
03																
22710103184036	14628	A	R	5/13/2009	TRIB TO PAXTON CREEK	15	44	21101	A1	31.50	1987	7	8	9	0	0
22710104314013	14630	B	I	5/25/2010	PAXTON CREEK	15	44	42107	A1	30.00	1984	3	5	9	1	1
22710104314027	14631	A	R	5/13/2009	PAXTON CREEK	15	52	42206	A1	32.00	1987	6	5	9	0	0
22710220004001	14635	A	I	5/25/2010	SPRING CREEK	55	38	42107	A1	20.30	1965	4	4	9	1	1
22720103034003	14642	A	R	6/24/2009	HOFFER CREEK	15	27	16104	A1	17.10	1958	5	3	5	2	2
22720105644002	14644	A	R	6/24/2009	CONEWAGO CREEK	15	107	16104	A2	13.90	1946	5	4	6	2	2
22720105704005	14645	A	R	6/24/2009	TRIB. TO HOFFER CREEK	15	34	16104	A1	15.10	1940	5	5	6	2	2
22720205884001	14647	P	I	6/25/2010	SPRING CREEK	55	62	86104	A1	23.50	1950	4	3	6	1	1
22720205945051	14648	A	R	10/28/2009	NORFOLK SOUTHERN	12	143	42206	A2	34.00	1995	7	N	9	0	0
22720304674002	14654	P	I	4/21/2010	MANADA CREEK	15	50	16104	A1	14.30	1930	5	5	6	2	2
22720304694008	42012	P	I	5/13/2010	MANADA CREEK TRIBUTARY	15	27	16104	A1	22.00	1950	4	5	6	1	1
22720304714003	14655	P	I	4/22/2010	MANADA CREEK	15	26	16104	A1	19.20	1930	6	8	6	0	0
22720305154005	14656	A	R	4/30/2009	MANADA CREEK	15	50	42107	A1	27.00	1973	4	4	9	1	1
22720306014001	14657	P	I	4/21/2010	BOW CREEK	15	37	21103	A1	23.10	1927	4	3	9	0	0
22720306014004	14658	P	I	4/22/2010	MANADA CREEK	15	146	21103	A2	44.50	1938	4	3	9	1	1
22720306124009	41990	A	R	5/5/2009	BOW CREEK	15	24	21101	A1	44.00	1968	5	3	9	0	0
22720306164006	14660	P	I	4/21/2010	MANADA CREEK	15	43	16104	A1	19.10	1973	3	5	6	2	2
22720306254007	14661	P	R	5/5/2009	BOW CREEK	15	39	42206	A1	22.80	1952	5	3	9	0	0
22720505464001	14668	A	R	5/6/2009	ARMSTRONG CREEK	15	23	42107	A1	24.80	1975	4	3	9	1	1
22720605354001	14670	P	I	5/13/2010	N FORK POWELL CREEK	15	29	16104	A1	24.00	1976	3	3	6	2	2
22720703034001	14673	A	R	6/24/2009	LYNCH RUN	15	23	31931	A1	0.00	1982	6	8	9	0	0
22720704984002	14676	P	R	6/28/2010	IRON RUN	15	43	86204	A1	15.70	1910	3	5	6	2	2
22720803024003	14678	A	R	5/20/2009	TRIB. PAXTON CREEK	15	26	21101	A1	30.20	1960	5	3	9	0	0
22720803924007	14679	A	R	5/20/2009	SPRING CR-	15	26	42206	A1	28.00	1996	7	8	9	0	0
22720804074009	14681	A	I	5/19/2010	TRIB TO BEAVER CREEK	15	23	21103	A1	23.60	1950	5	5	9	2	2
22720804324001	14683	A	R	5/19/2009	PAXTON CREEK	55	36	21803	A1	35.00	1950	6	8	9	0	0

**Dauphin County LBIP Structure Inventory**

<u>BMS ID</u>	<u>BRKEY</u>	<u>C/P</u>	<u>Inspection Type</u>	<u>Last Inspection</u>	<u>Feature Intersected</u>	<u>Typ Ser</u>	<u>Str Len</u>	<u>Main Str Type</u>	<u>Work Cat</u>	<u>Curb to Curb</u>	<u>Yr Built</u>	<u>Structure Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP NUMBER</u>	<u>SD(1)/FO(2)</u>
22720804954002	14684	A	R	5/19/2009	TRIB PAXTON CREEK	15	29	21101	A1	20.00	1950	6	3	9	0
22720805014004	14685	A	R	5/20/2009	TRIB PAXTON CREEK	15	24	21103	A1	24.00	1930	4	8	9	1
22720806014010	14686	B	I	5/13/2010	BEAVER CRK	15	59	21103	A1	23.60	1925	3	8	9	1
22721103044002	42016	A	R	5/11/2009	CLARK CREEK TRIBUTARY	15	79	42206	A1	36.00	1999	7	8	9	0
22721103044003	42017	A	R	5/11/2009	CLARK CREEK	15	86	42206	A2	38.00	1999	7	8	9	0
22721105094001	14690	P	I	6/25/2010	FISHING CREEK	15	60	19114	B1	15.50	1940	3	5	1	1
22721504254001	14701	A	R	6/18/2009	MANADA CREEK	15	68	42206	A1	28.00	1995	7	8	9	0
22721805364002	42319	A	R	5/7/2009	POWEL CREEK	15	39	21931	A1	23.00	2004	6	8	9	0
22721805384003	14719	A	R	5/11/2009	POWELL CREEK	15	33	42107	A1	25.90	1975	4	3	9	1
22721805514001	14720	A	R	5/11/2009	POWELL CREEK	15	58	42206	A1	28.00	1991	7	5	9	0
<b>04 LONDONDERRY TWP</b>															
22720704905051	14674	A	R	9/29/2009	AMTRAK	12	66	42206	A1	16.00	1996	7	N	9	2
22730140004006	14731	A	R	9/25/2009	SPRING CREEK	55	72	21101	A1	36.00	1969	5	5	9	0
22730140004007	14732	A	R	9/24/2009	PAXTON CREEK	55	27	21920	A1	32.30	1908	6	7	9	0
22730140004009	14733	A	R	9/1/2009	PAXTON CREEK	15	27	21101	A1	9.20	1930	5	7	9	2
22730140004010	14734	A	I	4/7/2010	PAXTON CREEK	55	56	69920	A1	52.00	1900	5	7	9	0
22730140004012	14736	A	R	9/22/2009	PAXTON CREEK	15	26	21101	A1	15.60	1940	5	7	9	0
22730140004013	14737	A	R	9/22/2009	PAXTON CREEK	55	29	42107	A1	18.00	1960	4	7	9	1
22730140004015	14738	A	R	9/25/2009	PAXTON CREEK	55	50	42206	A1	24.00	1919	7	7	9	0
22730140004016	14739	A	R	9/24/2009	PAXTON CREEK	55	37	21899	D1	79.60	1940	4	7	9	1
22730140004017	14740	A	R	9/25/2009	PAXTON CREEK	55	29	21920	A1	32.90	1920	6	7	9	0
22730140004019	14741	A	R	9/1/2009	JONESTOWN ROAD HARRISBUR	11	26	21920	A1	18.20	1914	5	N	9	2
22730140004020	14742	A	R	9/24/2009	PAXTON CREEK	55	32	21103	A1	40.00	1962	5	7	9	0
22730140004021	14743	A	R	9/22/2009	S 10TH ST PAXTON CREEK	56	584	21920	A4	22.30	1910	6	7	9	2
22730140004024	14744	A	R	9/22/2009	PAXTON CREEK	15	74	42207	A1	45.10	1987	7	8	9	0
22730140005023	14745	A	R	9/29/2009	AMTRAK & NSRC	52	274	17404	A3	30.00	1977	5	N	5	0
22730140135022	14746	A	R	10/28/2009	NORFOLK SOUTHERN	52	132	17204	A2	42.20	1965	5	N	5	1
22730140175014	14747	A	R	10/28/2009	NORFOLK SOUTHERN	52	86	42207	A2	42.20	1970	5	N	9	0

Exhibit A 5  
of 6



**Dauphin County LBIP Structure Inventory**

<u>BMSID</u>	<u>BRKEY</u>	<u>C/P</u> <u>A</u>	<u>Inspection</u> <u>Type</u>	<u>Last</u> <u>Inspection</u>	<u>Feature Intersected</u>	<u>Typ</u> <u>Ser</u>	<u>Str</u> <u>Len</u>	<u>Main</u> <u>Str Type</u>	<u>Work</u> <u>Cat.</u>	<u>Curb</u> <u>to</u> <u>Curb</u>	<u>Yr Built</u>	<u>Structure</u> <u>Rating</u>	<u>SCOURCRIT</u>	<u>FC GROUP</u> <u>NUMBER</u>	<u>SD(1)/FO(2)</u>
22740203014001	14159	A	R	6/10/2009	STONY CREEK	55	50	21920	A1	50.00	1942	5	8	9	0
22740203014002	14158	A	R	6/10/2009	SUSQUEHANNA STREET	51	28	21103	A1	49.20	1942	5	N	9	2
22740620004002	14749	A	R	7/15/2009	BUIRD RUN	15	26	21101	A1	16.80	1978	6	5	9	2
22740840004001	14750	A	R	5/6/2009	RATTLING CREEK	55	84	42107	A2	24.00	1981	3	5	9	1
22740940005051	14753	A	R	9/29/2009	AMTRAK/NSRC	52	127	42206	A2	30.00	1996	6	N	9	0
27															
22710207705631	14632	A	R	10/26/2009	NORFOLK STHRN. RUTHERFORD	52	45	42207	A1	30.00	1985	5	N	9	0
22710207705632	14633	A	R	10/26/2009	NORFOLK SOUTHERN	52	396	42204	A4	30.00	1985	5	N	9	0
22710207705633	14634	A	R	10/26/2009	NORFOLK SOUTHERN	52	45	42207	A1	30.00	1985	5	N	9	0
413															
03															
22741340005051	45977	G	Z	6/2/2010	Amtrak	12	85	16204	A2	24.00	2010	N	6	9	-
<b>County Total</b>															
<b>District Total</b>															

Exhibit A 6  
of 6

July 3, 2003

**LOBBYING CERTIFICATION FORM**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1852, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: 

TITLE: Chairman

DATE: 9-1-10

Exhibit B

**Contract Provisions – Right to Know Law 8-K-1532**

- 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.

Revised February 1, 2010

EXHIBIT C

1 of 2

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.