LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS
TUESDAY, AUGUST 4, 2020 - 7:00 PM,
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

PUBLIC COMMENT

CHAIRMAN & BOARD MEMBERS' COMMENTS

MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

ACTION ON CHANGE ORDER #1 WITH GARDEN SPOT MECHANICAL AND CHANGE ORDER #1 WITH EBERSOLE EXCAVATING FOR THE LPTA STORAGE FACILITY - ***Mr. Gotshall***

ACTION ON APPLICATION FOR PAYMENT # 5 FROM GREENLAND CONSTRUCTION FOR THE 2019 TOWNSHIP DRAINAGE IMPROVEMENTS PROJECT - ***Mr. Gotshall***

ACTION APPROVING OF THE 2020-2021 THROUGH 2024-2025 PENNDOT WINTER TRAFFIC SERVICES AGREEMENT - ***Mr. Gotshall***

ACTION ON RESOLUTION 20-18; AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT WITH FORD MOTOR CREDIT COMPANY, LLC FOR THE ACQUISITION OF A 2020 FORD F-550 TRUCK - ***Mr. Gotshall***

SUBDIVISION AND LAND DEVELOPMENT

IMPROVEMENT GUARANTEES

PAYMENT OF BILLS - LOWER PAXTON TOWNSHIP & LOWER PAXTON TOWNSHIP AUTHORITY

ANNOUNCEMENTS

ADJOURN

NEXT BOARD MEETING (Workshop Meeting), TUESDAY, AUGUST 11, 2020; 7:00 P.M.

Lower Paxton Township

Memo

To: Bradley Gotshall, Township Manager

From: Bill Weaver, Sewer Department Director

CC: HRG, Tim Nolt, Jim Wetzel

Date: **7/31/20**

Re: Pole Building Final Adjusting Change Orders - Change Order #1, Garden Spot Mechanical, Inc and Change Order #1, Ebersole Excavating, Inc

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Attached is Change Order #1 with Garden Spot Mechanical for a Contract Price increase of $4,121.00 and a contract time extension for Board action at the 8/4/20 BOS meeting. In addition, attached is Change Order #1 with Ebersole Excavating for a Contract Price increase in the amount of $1,036.00 and a contract time extension.

In summary, the Pole Building is complete and attached is the Certificate of Occupancy received on 7/22/20. The original total contract amount for all 4 contracts was $357,625.00. The HVAC Contract with CHM Contracting and the Electrical Contract with A.N. Lynch do not require any final adjusting change orders since they were lump sum with no increase.

The attached (2) minor Change Orders increased the total cost in the amount $5,157 for a final cost of $362,782.00. The snow guards where recommended by staff to prevent snow and ice from sliding off the steep roof which could cause injury and the Garden Spot Change Order was essentially required by UGI.

Action on the two (2) Change Orders is required by the General Conditions of the Construction Contract documents which states that "the Contract Price may only be changed by a Change Order", this applies if quantities are lower than the original contract amount or greater than the original contract amount.

Staff and Engineer recommend approval of Change Order #1 for Garden Spot Mechanical for an increase in the contract amount of $4,121.00 for a final Contract amount of $26,121.00 and changing the substantial completion date to July 15, 2020 and ready for final payment date to July 15, 2020 and Change Order #1 with Ebersole Excavating for an increase in the contract amount of $1,036.00 for a final Contract amount of $245,081.00 and changing the substantial completion date to July 15, 2020 and ready for final payment date to July 29, 2020.

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

CHANGE ORDER NO. 1

Date of Issuance:	July 7th, 2020	Effective Date:	DATE EXECUTED BY OWNER
Owner:	Lower Paxton Township	Contract No.:	2019-1 (P) Plumbing
Contractor:	Garden Spot Mechanical, Inc.	Contract Name:	Lower Paxton Township Authority Storage Facility
Engineer:	Herbert, Rowland & Grubic, HRG Inc.	HRG Project No.:	R004807.0432
Project:	Lower Paxton Township Authority Storage Facility		

The Contract is modified as follows upon execution of this Change Order:

Description:

Change order proposals #1-3 are to adjust contract price to include work completed from verbal Work Change Directives to Garden Spot Mechanical to allow the contractor to proceed with the additional scope of work for the project without further delay to their construction schedule and the construction schedules of other prime contractors. An itemized cost and scope of the labor and materials that were utilized for additional work required are as follows:

Change order proposal #1 is to relocate and install additional gas and water line services inside the existing authority building to the new structure due to unforeseen utility conflicts and the concrete structural column footer of the existing authority building.

Change Order proposal #2 was generated by UGI's service requirements for the elimination of the (3) existing gas meters and consolidation to one new gas meter to feed the existing authority building and new accessory storage facility. The gas pressures of the (3) existing were too high to allow for the gas service feed for the new storage facility.

Change Order proposal #3 was at the request of Township staff to provide for a steel wall mounted protective enclosure for the gas stub and feed from the existing building location to the new storage facility to ensure the new gas feed line would not be accidentally struck during winter snow removal.

Contract Time Extension: The change order also extends the original substantial completion and final payment dates.

Attached (List documents supporting change):

Garden Spot Mechanical has provided itemized change order proposals for the additional work out of the scope from the original contract. The Supporting documentation has been submitted and reviewed by HRG Inc. and is attached to the change order for your record.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 22,000.00	Original Contract Times: Substantial Completion: April 17th, 2020 Ready for Final Payment: May 1st, 2020 days or dates
[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 1 : $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. _ to No _: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: $ 22,000.00	Contract Times prior to this Change Order: Substantial Completion: April 17th, 2020 Ready for Final Payment: May 1st, 2020 days or dates
[Increase] [~~Decrease~~] of this Change Order:	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: July 15th, 2020

$ 4,121.00	Ready for Final Payment: July 29th, 2020 days or dates
Contract Price incorporating this Change Order: $ 26,121.00	Contract Times with all approved Change Orders: Substantial Completion: July 15th, 2020 Ready for Final Payment: July 29th, 2020 days or dates

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: Jason R Hinz	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Group Manager | Civil	Title:	Title: Project Supervisor
Date: 7/29/2020	Date:	Date: 7-7-20

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

CHANGE ORDER NO. 1

Date of Issuance:	July 7th, 2020	Effective Date:	DATE EXECUTED BY OWNER
Owner:	Lower Paxton Township	Contract No.:	2019-1 (B) Building
Contractor:	Ebersole Excavating, Inc.	Contract Name:	Lower Paxton Township Authority Storage Facility
Engineer:	Herbert, Rowland & Grubic, HRG Inc.	HRG Project No.:	R004807.0432
Project:	Lower Paxton Township Authority Storage Facility		

The Contract is modified as follows upon execution of this Change Order:

Description:

Credit to the owner for the Field Order issued at the start of the project to remove 70' lf of 8" ØSDR-35 roof lateral system to avoid excessive excavation at the perimeter of the building pad. Credit to the owner in the amount of $1,890.00.

Change order proposal #1 was to incorporate and install snow guards to the new pole building facility roof. The change order also extends the original substantial completion and final payment dates. The change order increase for the installation of the snow guards is $2926.00.

Final Adjusting Change Order for the contract: **$1,036.00**

Attached (List documents supporting change):

Ebersole Excavating Inc. has provided a change order proposal for the additional work out of the scope from the original contract. The Supporting documentation has been submitted and reviewed by HRG Inc. and is attached to the change order for your record.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: **$ 245,081.00**	Original Contract Times: Substantial Completion: April 17th, 2020 Ready for Final Payment: May 1st, 2020 days or dates
[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 1 : **$ 0.00**	[Increase] [Decrease] from previously approved Change Orders No. _ to No _: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: **$ 245,081.00**	Contract Times prior to this Change Order: Substantial Completion: April 17th, 2020 Ready for Final Payment: May 1st, 2020 days or dates
[Increase] [~~Decrease~~] of this Change Order: **$ 1,036.00**	[Increase] [~~Decrease~~] of this Change Order: Substantial Completion: July 15th, 2020 Ready for Final Payment: July 29th, 2020 days or dates
Contract Price incorporating this Change Order: **$ 246,117.00**	Contract Times with all approved Change Orders: Substantial Completion: July 15th, 2020 Ready for Final Payment: July 29th, 2020 days or dates

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: Jason R. Hemy	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Group Manager | Civil	Title:	Title: Office Manager

Date: 7/29/2020 Date: _____ Date: 7/29/2020

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Modified EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Property Location 5993 Locust Lane Permit # 124-2020 Date 4-8-2020

Tax Map _____ Zoning District _____ ZHB/Cond. Use _____

CERTIFICATE OF OCCUPANCY

Lower Paxton Township Codes Enforcement Department
425 Prince Street Harrisburg, PA 17109
(717) 657-5600 • Fax (717) 724-8311

Applicant/Occupant Lower Paxton Township Electric 7/22/2020

Address 425 Prince St, Harrisburg, PA 17109 Plumbing N/A

Owner Lower Paxton Township Smoke Detector 7-22-2020

Address 425 Prince St, Harrisburg, PA 17109 Use Group S-2

Type of Improvement pole building Stories 1 No. of Dwelling Units —

Type of Construction V-B Temporary _____

Remarks/Corrections _____

This structure has been constructed to the regulations set forth under the IBC 2015 IEBC _____ IRC _____, and complies, does not comply (circle one) with the Uniform Construction Code Act 45 of 1999. Are there any special stipulations and conditions relating to the permit and the board of appeals decisions and variances for accessibility granted by the Secretary? _____

Date 22-July-2020 Issued Zoning Officer Codes Enforcement Officer UCC# 540 CWM

Section 403.46 UCC:

A building code officer may suspend or revoke a certificate of occupancy when the certificate was issued in error, on the basis of incorrect information supplied by the permit applicant or in violation of the uniform construction code. Before a certificate of occupancy is revoked, a building owner may request a hearing before the board of appeals under §403.122 (relating to appeals, variances and extensions of time).

White – Township Yellow – Authority Pink – Applicant

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
717.564.1121
FAX 717.564.1158
www.hrg-inc.com

July 24, 2020

Board of Supervisors
Lower Paxton Township
425 Prince Street
Harrisburg, Pennsylvania 17109

Re: Application for Payment No. 5
2019 Lower Paxton Township Drainage Improvements
Lower Paxton Township, Dauphin County, PA

Dear Supervisors:

Enclosed please find four (4) copies of Application for Payment No. 5 for the above-referenced project as submitted by Greenland Construction, Inc.

Based on our review of the application and our field observations, we recommend payment to the contractor in the amount of **$12,135.00**.

Also, enclosed are copies of the Weekly Payroll Certifications for Public Works Project as submitted by the Contractor.

Upon approval, please keep one (1) of the copies for your records and return three (3) to our office.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

Herbert, Rowland & Grubic, Inc.

Jason R. Hinz

Jason R. Hinz, P.E.
Group Manager | Civil

JRH/LB
000184.0535
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c: Jeff Kline (via email)
Brad Gotshall (via email)
Bill Weaver (via email)
Lee Thoman (via email)
Eric Fleisher (via email)

HRG
Herbert Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

Contractor's Application for Payment No. 5

	Application Period: 11-9-19 to 7-20-20	Application Date:	7/20/2020
To (Owner): Lower Paxton Township	From (Contractor): Greenland Construction, Inc.	Via (Engineer):	Herbert, Rowland & Grubic, Inc.
Project: 2019 Lower Paxton Township Drainage Improvements	Contract: 2019 Lower Paxton Township Drainage Improvements		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	R000184.0535

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		$97,497.72
TOTALS		$97,497.72
NET CHANGE BY CHANGE ORDERS	-$97,497.72	

1. ORIGINAL CONTRACT PRICE	$	$887,952.00
2. Net change by Change Orders	$	-$97,497.72
3. Current Contract Price (Line 1 ± 2)	$	$790,454.28
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$790,454.28
5. RETAINAGE:		
a. X $790,454.28 Work Completed	$	
b. 150% X $1,000.00 Punchlist	$	$1,500.00
c. Total Retainage (Line 5.a + Line 5.b)	$	$1,500.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$788,954.28
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$776,819.28
8. AMOUNT DUE THIS APPLICATION	$	$12,135.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$1,500.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: [signature] Date: 7/22/20

Payment of: $ 12,135.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R. Hinz (Engineer) 7/24/2020 (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	2019 Lower Paxton Township Drainage Improvements	Application Number:	5
Application Period:	11-9-19 to 7-20-20	Application Date:	7/20/2020

A					B	C	C	D	D	E	F		
Item		Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Bid Item ($)	Quantity Installed This Period	Quantity Previously Installed	Value of Work Installed This Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Area 1 - Forest Hills Drive													
HRG20-100-001	MOBILIZATION	1	LS	$58,000.00	$58,000.00		1		$58,000.00		$58,000.00	100.0%	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	$29,000.00	$29,000.00		1		$29,000.00		$29,000.00	100.0%	
HRG20-200-022	INLET FILTER BAG	14	EA	$50.00	$700.00		17		$850.00		$850.00	121.4%	-$150.00
HRG20-300-002	TYPE C CONCRETE INLET TOP UNIT AND GRATE	5	EA	$900.00	$4,500.00		5		$4,500.00		$4,500.00	100.0%	
HRG20-300-015	STORM SEWER MANHOLE FRAME AND COVER	1	EA	$2,100.00	$2,100.00		1		$2,100.00		$2,100.00	100.0%	
HRG20-300-016	STANDARD INLET BOX	2	EA	$900.00	$1,800.00		2		$1,800.00		$1,800.00	100.0%	
HRG20-300-018	TYPE 4 INLET BOX	4	EA	$2,000.00	$8,000.00		4		$8,000.00		$8,000.00	100.0%	
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	16	EA	$250.00	$4,000.00		16		$4,000.00		$4,000.00	100.0%	
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	444	LF	$72.00	$31,968.00		443		$31,896.00		$31,896.00	99.8%	$72.00
HRG20-300-050	24" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	61	LF	$90.00	$5,490.00		62		$5,580.00		$5,580.00	101.6%	-$90.00
HRG20-300-051	30" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	915	LF	$110.00	$100,650.00		928		$102,080.00		$102,080.00	101.4%	-$1,430.00
HRG20-300-277	ABANDON EXISTING STORM SEWER (BULKHEAD AND FILL WITH FLOWABLE	60	CY	$205.00	$12,300.00		105.75		$21,678.75		$21,678.75	176.3%	-$9,378.75
HRG20-300-328	ABANDON EXISTING STORM STRUCTURE	1	EA	$350.00	$350.00		1		$350.00		$350.00	100.0%	
HRG20-400-008	2A SUBBASE, 6" DEPTH	1080	SY	$11.00	$11,880.00		818.62		$9,004.82		$9,004.82	75.8%	$2,875.18
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	1080	SY	$38.00	$41,040.00		1066.67		$40,533.46		$40,533.46	98.8%	$506.54
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	1285	SY	$20.00	$25,700.00		1524.55		$30,491.00		$30,491.00	118.6%	-$4,791.00
HRG20-400-176	SUBGRADE REPAIR	80	CY	$100.00	$8,000.00								$8,000.00
HRG20-400-181	CONCRETE CURB	783	LF	$70.00	$54,810.00		13		$910.00		$910.00	1.7%	$53,900.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$4,100.00	$4,100.00		1		$4,100.00		$4,100.00	100.0%	
HRG20-800-025	SANITARY SEWER LATERAL ADJUSTMENT	50	LF	$100.00	$5,000.00		4		$400.00		$400.00	8.0%	$4,600.00
HRG20-900-001	RESTORE LANDSCAPING - 2345 FOREST HILLS DRIVE	1	LS	$4,800.00	$4,800.00		1		$4,800.00		$4,800.00	100.0%	
HRG20-900-002	RESTORE LANDSCAPING - 2343 FOREST HILLS DRIVE	1	LS	$1,800.00	$1,800.00		1		$1,800.00		$1,800.00	100.0%	
HRG20-900-008	RESTORE LANDSCAPING - 2364 FOREST HILLS DRIVE	1	LS	$7,200.00	$7,200.00		1		$7,200.00		$7,200.00	100.0%	
HRG20-900-009	RESTORE LANDSCAPING - 2362 FOREST HILLS DRIVE	1	LS	$1,800.00	$1,800.00		1		$1,800.00		$1,800.00	100.0%	
HRG20-900-010	RESTORE LANDSCAPING - 2342 FOREST HILLS DRIVE	1	LS	$2,100.00	$2,100.00		1		$2,100.00		$2,100.00	100.0%	
HRG20-900-011	RESTORE LANDSCAPING - 2336 FOREST HILLS DRIVE	1	LS	$1,400.00	$1,400.00		1		$1,400.00		$1,400.00	100.0%	
		Area 1 - Forest Hills Drive Sub-Total			**$428,488.00**				**$374,374.03**		**$374,374.03**	**87%**	**$54,113.97**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	2019 Lower Paxton Township Drainage Improvements	Application Number:	5
Application Period:	11-9-19 to 7-20-20	Application Date:	7/20/2020

A					B	C	C	D	D	E	F		
Item		Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Bid Item ($)	Quantity Installed This Period	Quantity Previously Installed	Value of Work Installed This Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Area 2 - Timber Line Court													
HRG20-200-022	INLET FILTER BAG	14	EA	$50.00	$700.00		9		$450.00		$450.00	64.3%	$250.00
HRG20-300-002	TYPE C CONCRETE INLET TOP UNIT AND GRATE	3	EA	$900.00	$2,700.00		3		$2,700.00		$2,700.00	100.0%	
HRG20-300-004	TYPE C REHAB CONCRETE INLET TOP UNIT AND GRATE	2	EA	$1,400.00	$2,800.00		3		$4,200.00		$4,200.00	150.0%	-$1,400.00
HRG20-300-008	TYPE M CONCRETE INLET TOP UNIT AND GRATE	3	EA	$800.00	$2,400.00		4		$3,200.00		$3,200.00	133.3%	-$800.00
HRG20-300-016	STANDARD INLET BOX	3	EA	$900.00	$2,700.00		3		$2,700.00		$2,700.00	100.0%	
HRG20-300-018	TYPE 4 INLET BOX	3	EA	$2,100.00	$6,300.00		4		$8,400.00		$8,400.00	133.3%	-$2,100.00
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	5	EA	$250.00	$1,250.00		8		$2,000.00		$2,000.00	160.0%	-$750.00
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	320	LF	$74.00	$23,680.00		325		$24,050.00		$24,050.00	101.6%	-$370.00
HRG20-300-050	24" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	27	LF	$92.00	$2,484.00		30		$2,760.00		$2,760.00	111.1%	-$276.00
HRG20-300-051	30" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	61	LF	$112.00	$6,832.00		60		$6,720.00		$6,720.00	98.4%	$112.00
HRG20-300-278	ABANDON EXISTING STORM SEWER (BULKHEAD)	4	EA	$400.00	$1,600.00		4		$1,600.00		$1,600.00	100.0%	
HRG20-400-008	2A SUBBASE, 6" DEPTH	410	SY	$11.00	$4,510.00		240.01		$2,640.11		$2,640.11	58.5%	$1,869.89
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	410	SY	$38.00	$15,580.00		280.67		$10,665.46		$10,665.46	68.5%	$4,914.54
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	475	SY	$20.00	$9,500.00		405.77		$8,115.40		$8,115.40	85.4%	$1,384.60
HRG20-400-181	CONCRETE CURB	90	LF	$70.00	$6,300.00		45		$3,150.00		$3,150.00	50.0%	$3,150.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$1,500.00	$1,500.00		1		$1,500.00		$1,500.00	100.0%	
HRG20-900-003	RESTORE LANDSCAPING - 2356 TIMBER LINE COURT	1	LS	$8,250.00	$8,250.00		1		$8,250.00		$8,250.00	100.0%	
HRG20-900-004	RESTORE LANDSCAPING - 2360 FOREST HILLS DRIVE	1	LS	$1,500.00	$1,500.00		1		$1,500.00		$1,500.00	100.0%	
HRG20-900-005	RESTORE LANDSCAPING - 2346 TIMBER LINE COURT	1	LS	$6,000.00	$6,000.00		1		$6,000.00		$6,000.00	100.0%	
HRG20-900-006	RIPRAP STABILIZATION - 2352 TIMBER LINE COURT	1	LS	$6,000.00	$6,000.00		1		$6,000.00		$6,000.00	100.0%	
		Area 2 - Timber Line Court Sub-Total			**$112,586.00**				**$106,600.97**		**$106,600.97**	**95%**	**$5,985.03**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	2019 Lower Paxton Township Drainage Improvements	Application Number:	5
Application Period:	11-9-19 to 7-20-20	Application Date:	7/20/2020

A					B	C	C	D	D	E	F		
Item		Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Bid Item ($)	Quantity Installed This Period	Quantity Previously Installed	Value of Work Installed This Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Area 3 - Forest Hills Drive													
HRG20-200-022	INLET FILTER BAG	6	EA	$50.00	$300.00		6		$300.00		$300.00	100.0%	
HRG20-300-002	TYPE C CONCRETE INLET TOP UNIT AND GRATE	2	EA	$900.00	$1,800.00		2		$1,800.00		$1,800.00	100.0%	
HRG20-300-008	TYPE M CONCRETE INLET TOP UNIT AND GRATE	1	EA	$800.00	$800.00		1		$800.00		$800.00	100.0%	
HRG20-300-016	STANDARD INLET BOX	1	EA	$900.00	$900.00		1		$900.00		$900.00	100.0%	
HRG20-300-018	TYPE 4 INLET BOX	1	EA	$3,000.00	$3,000.00		1		$3,000.00		$3,000.00	100.0%	
HRG20-300-019	TYPE 5 INLET BOX	1	EA	$4,000.00	$4,000.00		1		$4,000.00		$4,000.00	100.0%	
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	2	EA	$400.00	$800.00		2		$800.00		$800.00	100.0%	
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	418	LF	$74.00	$30,932.00		418		$30,932.00		$30,932.00	100.0%	
HRG20-300-278	ABANDON EXISTING STORM SEWER (BULKHEAD)	2	EA	$400.00	$800.00		2		$800.00		$800.00	100.0%	
HRG20-400-008	2A SUBBASE, 6" DEPTH	380	SY	$11.00	$4,180.00		238.34		$2,621.74		$2,621.74	62.7%	$1,558.26
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	380	SY	$38.00	$14,440.00		322.45		$12,253.10		$12,253.10	84.9%	$2,186.90
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	425	SY	$20.00	$8,500.00		389.33		$7,786.60		$7,786.60	91.6%	$713.40
HRG20-400-181	CONCRETE CURB	46	LF	$70.00	$3,220.00		11		$770.00		$770.00	23.9%	$2,450.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$1,500.00	$1,500.00		1		$1,500.00		$1,500.00	100.0%	
HRG20-900-012	RESTORE LANDSCAPING - 2380 FOREST HILLS DRIVE	1	LS	$3,200.00	$3,200.00		1		$3,200.00		$3,200.00	100.0%	
		Area 3 - Forest Hills Drive Sub-Total			**$78,372.00**				**$71,463.44**		**$71,463.44**	**91%**	**$6,908.56**

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Progress Estimate - Unit Price Work

Contractor's Application

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Area 4 - Jessamy Court													
HRG20-200-022	INLET FILTER BAG	7	EA	$50.00	$350.00		7		$350.00		$350.00	100.0%	
HRG20-300-002	TYPE C CONCRETE INLET TOP UNIT AND GRATE	2	EA	$900.00	$1,800.00		1		$900.00		$900.00	50.0%	$900.00
HRG20-300-008	TYPE M CONCRETE INLET TOP UNIT AND GRATE	1	EA	$800.00	$800.00		2		$1,600.00		$1,600.00	200.0%	-$800.00
HRG20-300-016	STANDARD INLET BOX	1	EA	$900.00	$900.00		1		$900.00		$900.00	100.0%	
HRG20-300-018	TYPE 4 INLET BOX	2	EA	$3,000.00	$6,000.00		2		$6,000.00		$6,000.00	100.0%	
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	6	EA	$400.00	$2,400.00		6		$2,400.00		$2,400.00	100.0%	
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	403	LF	$74.00	$29,822.00		409		$30,266.00		$30,266.00	101.5%	-$444.00
HRG20-300-278	ABANDON EXISTING STORM SEWER (BULKHEAD)	2	EA	$400.00	$800.00		2		$800.00		$800.00	100.0%	
HRG20-300-328	ABANDON EXISTING STORM STRUCTURE	2	EA	$350.00	$700.00								$700.00
HRG20-400-008	2A SUBBASE, 6" DEPTH	390	SY	$11.00	$4,290.00		235.56		$2,591.16		$2,591.16	60.4%	$1,698.84
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	390	SY	$38.00	$14,820.00		320.66		$12,185.08		$12,185.08	82.2%	$2,634.92
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	460	SY	$20.00	$9,200.00		393.67		$7,873.40		$7,873.40	85.6%	$1,326.60
HRG20-400-181	CONCRETE CURB	70	LF	$70.00	$4,900.00		8		$560.00		$560.00	11.4%	$4,340.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$1,500.00	$1,500.00		1		$1,500.00		$1,500.00	100.0%	
HRG20-900-013	RESTORE LANDSCAPING - 2370 JESSAMY COURT	1	LS	$1,500.00	$1,500.00		1		$1,500.00		$1,500.00	100.0%	
		Area 4 - Jessamy Court Sub-Total			**$79,782.00**				**$69,425.64**		**$69,425.64**	**87%**	**$10,356.36**
Area 5 - Forest Hills Drive													
HRG20-200-022	INLET FILTER BAG	2	EA	$50.00	$100.00		2		$100.00		$100.00	100.0%	
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	2	EA	$400.00	$800.00		2		$800.00		$800.00	100.0%	
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	30	LF	$74.00	$2,220.00		30		$2,220.00		$2,220.00	100.0%	
HRG20-400-008	2A SUBBASE, 6" DEPTH	30	SY	$11.00	$330.00		17.78		$195.58		$195.58	59.3%	$134.42
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	30	SY	$38.00	$1,140.00		21		$798.00		$798.00	70.0%	$342.00
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	40	SY	$20.00	$800.00		27		$540.00		$540.00	67.5%	$260.00
		Area 5 - Forest Hills Drive Sub-Total			**$5,390.00**				**$4,653.58**		**$4,653.58**	**86%**	**$736.42**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	2019 Lower Paxton Township Drainage Improvements	Application Number:	5
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A					B	C	C	D	D	E	F		
Item		Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Bid Item ($)	Quantity Installed This Period	Quantity Previously Installed	Value of Work Installed This Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Area 6 - Forest Hills Drive													
HRG20-200-022	INLET FILTER BAG	5	EA	$50.00	$250.00		5		$250.00		$250.00	100.0%	
HRG20-300-002	TYPE C CONCRETE INLET TOP UNIT AND GRATE	1	EA	$900.00	$900.00		1		$900.00		$900.00	100.0%	
HRG20-300-018	TYPE 4 INLET BOX	1	EA	$3,000.00	$3,000.00		1		$3,000.00		$3,000.00	100.0%	
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	6	EA	$400.00	$2,400.00		6		$2,400.00		$2,400.00	100.0%	
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	234	LF	$74.00	$17,316.00		231		$17,094.00		$17,094.00	98.7%	$222.00
HRG20-400-008	2A SUBBASE, 6" DEPTH	156	SY	$11.00	$1,716.00		137.22		$1,509.42		$1,509.42	88.0%	$206.58
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	156	SY	$38.00	$5,928.00		165.23		$6,278.74		$6,278.74	105.9%	-$350.74
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	180	SY	$20.00	$3,600.00		170.67		$3,413.40		$3,413.40	94.8%	$186.60
HRG20-400-181	CONCRETE CURB	180	LF	$70.00	$12,600.00		14		$980.00		$980.00	7.8%	$11,620.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$1,000.00	$1,000.00		1		$1,000.00		$1,000.00	100.0%	
		Area 6 - Forest Hills Drive Sub-Total			**$48,710.00**				**$36,825.56**		**$36,825.56**	**76%**	**$11,884.44**
Area 7 - Forest Hills Drive													
HRG20-200-022	INLET FILTER BAG	2	EA	$50.00	$100.00		2		$100.00		$100.00	100.0%	
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	2	EA	$400.00	$800.00		2		$800.00		$800.00	100.0%	
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	30	LF	$74.00	$2,220.00		30		$2,220.00		$2,220.00	100.0%	
HRG20-400-008	2A SUBBASE, 6" DEPTH	30	SY	$11.00	$330.00		17.78		$195.58		$195.58	59.3%	$134.42
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	30	SY	$38.00	$1,140.00		19.33		$734.54		$734.54	64.4%	$405.46
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	40	SY	$20.00	$800.00		25.78		$515.60		$515.60	64.5%	$284.40
		Area 7 - Forest Hills Drive Sub-Total			**$5,390.00**				**$4,565.72**		**$4,565.72**	**85%**	**$824.28**

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Progress Estimate - Unit Price Work

Contractor's Application

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Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Bid Item ($)	Quantity Installed This Period	Quantity Previously Installed	Value of Work Installed This Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Area 8 - Continental Drive													
HRG20-200-022	INLET FILTER BAG	12	EA	$50.00	$600.00		9		$450.00		$450.00	75.0%	$150.00
HRG20-300-002	TYPE C CONCRETE INLET TOP UNIT AND GRATE	6	EA	$900.00	$5,400.00		6		$5,400.00		$5,400.00	100.0%	
HRG20-300-016	STANDARD INLET BOX	6	EA	$900.00	$5,400.00		5		$4,500.00		$4,500.00	83.3%	$900.00
HRG20-300-034	CONNECT TO EXISTING DRAINAGE STRUCTURE	5	EA	$400.00	$2,000.00		6		$2,400.00		$2,400.00	120.0%	-$400.00
HRG20-300-049	18" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	6	LF	$74.00	$444.00		5		$370.00		$370.00	83.3%	$74.00
HRG20-400-008	2A SUBBASE, 6" DEPTH	40	SY	$11.00	$440.00		40		$440.00		$440.00	100.0%	
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 25.0 MM MIX, 5" DEPTH	40	SY	$38.00	$1,520.00		12.89		$489.82		$489.82	32.2%	$1,030.18
HRG20-400-116	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-M	50	SY	$20.00	$1,000.00		16.88		$337.60		$337.60	33.8%	$662.40
HRG20-400-181	CONCRETE CURB	20	LF	$70.00	$1,400.00		62		$4,340.00		$4,340.00	310.0%	-$2,940.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$400.00	$400.00		1		$400.00		$400.00	100.0%	
HRG20-900-014	RESTORE LANDSCAPING - 4102 CONTINENTAL DRIVE	1	LS	$800.00	$800.00		1		$800.00		$800.00	100.0%	
HRG20-900-015	RESTORE LANDSCAPING - 4108 CONTINENTAL DRIVE	1	LS	$1,600.00	$1,600.00		1		$1,600.00		$1,600.00	100.0%	
	Area 8 - Continental Drive Sub-Total				**$21,004.00**				**$21,527.42**		**$21,527.42**	**102%**	**-$523.42**
Area 9 - Colonial Club Dr. - Goose Valley Rd.													
HRG20-100-001	MOBILIZATION	1	LS	$11,000.00	$11,000.00		1		$11,000.00		$11,000.00	100.0%	
HRG20-100-002	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	$2,500.00	$2,500.00		1		$2,500.00		$2,500.00	100.0%	
HRG20-100-004	CLEARING AND GRUBBING	1	LS	$2,200.00	$2,200.00		1		$2,200.00		$2,200.00	100.0%	
HRG20-100-028	AASHTO #1 COARSE AGGREGATE	4	CY	$100.00	$400.00		2.22		$222.00		$222.00	55.5%	$178.00
HRG20-200-002	ROCK CONSTRUCTION ENTRANCE	1	EA	$2,000.00	$2,000.00		1		$2,000.00		$2,000.00	100.0%	
HRG20-200-007	COMPOST FILTER SOCK (12")	30	LF	$11.00	$330.00		36		$396.00		$396.00	120.0%	-$66.00
HRG20-200-015	ROCK FILTER	1	EA	$500.00	$500.00								$500.00
HRG20-200-020	RIP-RAP APRON, R-7 ROCK	25	SY	$55.00	$1,375.00		25		$1,375.00		$1,375.00	100.0%	
HRG20-200-022	INLET FILTER BAG	2	EA	$50.00	$100.00		2		$100.00		$100.00	100.0%	
HRG20-200-026	EROSION CONTROL MAT	225	SY	$11.00	$2,475.00								$2,475.00
HRG20-200-027	EROSION CONTROL MULCH BLANKET	130	SY	$10.00	$1,300.00		60		$600.00		$600.00	46.2%	$700.00
HRG20-200-030	BYPASS PUMPING	1	LS	$2,600.00	$2,600.00		1		$2,600.00		$2,600.00	100.0%	
HRG20-300-008	TYPE M CONCRETE INLET TOP UNIT AND GRATE	2	EA	$800.00	$1,600.00		2		$1,600.00		$1,600.00	100.0%	
HRG20-300-016	STANDARD INLET BOX	2	EA	$900.00	$1,800.00		2		$1,800.00		$1,800.00	100.0%	
HRG20-300-050	24" SMOOTH LINED CORRUGATED POLYETHYLENE PIPE	196	LF	$125.00	$24,500.00		197		$24,625.00		$24,625.00	100.5%	-$125.00
HRG20-300-228	TYPE D-W ENDWALL, 24" PIPE OR EQUIVALENT PIPE SIZE	2	EA	$4,000.00	$8,000.00		2		$8,000.00		$8,000.00	100.0%	
HRG20-400-008	2A SUBBASE, 6" DEPTH	70	SY	$11.00	$770.00		39.22		$431.42		$431.42	56.0%	$338.58
HRG20-400-087	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3	70	SY	$44.00	$3,080.00		85		$3,740.00		$3,740.00	121.4%	-$660.00
HRG20-400-117	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22,	70	SY	$25.00	$1,750.00		85		$2,125.00		$2,125.00	121.4%	-$375.00
HRG20-400-193	PAVEMENT MARKINGS, 4" DOUBLE YELLOW, WATERBORNE	50	LF	$7.00	$350.00		29		$203.00		$203.00	58.0%	$147.00
HRG20-400-194	PAVEMENT MARKINGS, 4" WHITE, WATERBORNE	100	LF	$7.00	$700.00		58		$406.00		$406.00	58.0%	$294.00

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HRG20-400-210	EXISTING TYPE 2-S GUIDE RAIL HEIGHT TRANSITION TO TYPE 31-S GUIDE	2	EA	$3,500.00	$7,000.00								$7,000.00
HRG20-400-213	TYPE 31 STRONG POST GUIDE RAIL	25	LF	$100.00	$2,500.00								$2,500.00
HRG20-500-001	TOPSOIL, SEEDING, SOIL SUPPLEMENTS, MULCH - FORMULA B	1	LS	$7,000.00	$7,000.00		1		$7,000.00		$7,000.00	100.0%	
HRG20-500-015	SELECTIVE TREE REMOVAL	2	EA	$1,600.00	$3,200.00		7		$11,200.00		$11,200.00	350.0%	-$8,000.00
HRG20-500-016	SELECTIVE TREE REPLACEMENT	5	EA	$850.00	$4,250.00		4		$3,400.00		$3,400.00	80.0%	$850.00
HRG20-600-006	COIR ROLL	200	LF	$35.00	$7,000.00		180		$6,300.00		$6,300.00	90.0%	-$700.00
HRG20-600-007	LIVE STAKE	68	EA	$25.00	$1,700.00		60		$1,500.00		$1,500.00	88.2%	$200.00
HRG20-600-009	RIP-RAP SLOPE PROTECTION, R-4 ROCK	37	SY	$50.00	$1,850.00		113.89		$5,694.50		$5,694.50	307.8%	-$3,844.50
HRG20-900-007	SWALE	200	LF	$22.00	$4,400.00								$4,400.00
	Area 9 - Colonial Club Dr. - Goose Valley Rd. Sub-Total				**$108,230.00**				**$101,017.92**		**$101,017.92**	**93%**	**$7,212.08**
	Change Order 1	1	LS	-$97,497.72	-$97,497.72								-$97,497.72
	Totals				**$790,454.28**				**$790,454.28**		**$790,454.28**	**100.0%**	

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Stored Material Summary

Contractor's Application

For (Contract):	2019 Lower Paxton Township Drainage Improvements	Application Number:	5
Application Period:	11-9-19 to 7-20-20	Application Date:	44032

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
				Totals							

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PENNDOT
DAUPHIN COUNTY MAINTENANCE
2140 HERR STREET
HARRISBURG, PA 17103
PHONE (717) 787-5391
FAX (717) 787-5925
Steven Leid, RPT 1

TO: **Lower Paxton Township**
425 Prince St, Suite 150
Harrisburg, PA 17109

DATE: **June 10th, 2020**

SUBJECT: **Municipal Winter Traffic Services Agreements**

Winter Season is approaching fast and we are currently working on your five-year Winter Municipal Agreement covering the years 2020/2021 through 2024/2025

If interested, attached is your Agreement and Exhibit "A" showing the cost for the new season.

Please sign and date both Agreements; as well as the Exhibit "A" on the lines indicated and return to me by August 28, 2020, so that I may get it processed thru Chief Counsel prior to October 4th.

If you have any questions about this agreement, please call Steven Leid at 717-705-6193

Again, we would like to thank you for your past participation in the program and hope this year's agreement program will continue to be a success.

Sincerely,

Steven Leid
RPT 1

Attachment

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO	**3900039231**
FID/SSN	**23-600401**
SAP VENDOR No.	**138721-001**

THIS AGREEMENT, fully executed and approved this _____ day of _____, **2020**, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").
AND
LOWER PAXTON TOWNSHIP of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH;

WHEREAS, certa
in public highways, including bridges with 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 MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2020 - 2021; 2021 - 2022; 2022 - 2023; 2023 - 2024; and 2024 - 2025** (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

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

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit "A" attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications ("Publication 408"), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual ("Publication 113") and the PennDOT Maintenance Manual ("Publication 23"), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and to obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.

3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit "A," payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both set forth in Exhibit "A" of this Agreement.

4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.

6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.

7. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.

8. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.

9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then

the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.

10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit "C" and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.

12. 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 contract with the COMMONWEALTH.

13. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:

    (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY 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-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 – 9th Floor, Harrisburg, PA 17101.

    (b) The MUNICIPALITY 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 contractor to properly apply the state agency's payment to the respective invoice or program.

    (c) It is the responsibility of the MUNICIPALITY 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.

14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY's performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

15 The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.

16. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31st preceding the Winter Season in question.

17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

_____
Title: DATE

MUNICIPALITY

BY _____
Title: DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

_____
for Chief Counsel Date

Certified Funds Available Under
SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____
BY_____
for Comptroller Operations Date

Contract No. 3900039231 is split **0%**, expenditure amount of **0.00,** for federal funds and **100%**, expenditure amount of **$ 206,397.68** for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is **Highway Maintenance**; **582**.

Preapproved Form: OGC No. 18-FA-34.1
Appv'd OAG 11/09/2015

RESOLUTION

BE IT RESOLVED, by authority of the _____
(Name of governing body)
of the _____, _____ County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the _____ of
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

_____
(Name of MUNICIPALITY)

_____ _____
(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, _____, _____
(Name) (Official title)

of the _____, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

_____, held the _____ day of _____, 20____.
(Name of governing body)

DATE: _____

_____
(Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

2020-2021

CONTRACT EXHIBIT A

AGREEMENT NO. 3900039231
YEAR 1
OF 5

COUNTY: Dauphin County

MUNICIP: Lower Paxton Township

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
3017	Rutherford Road	0050	0000	0060	3293	2.39	C	$1,183.73	$2,829.11
3033	Colonial Road	0010	0000	0050	3589	6.28	C	$1,183.73	$7,433.82
3024	Locust Lane	0010	1179	0080	2417	6.85	C	$1,183.73	$8,108.55
3020	Union Deposit	0100	1236	0140	1799	4.79	C	$1,183.73	$5,670.07
2019	Nyes Road	0040	0000	0120	2763	9.44	D	$989.67	$9,342.48
2030	Blue Ridge Avenue	0010	0000	0040	0846	3.48	D	$989.67	$3,444.05
3019	Mountian Road	0040	0000	0050	1910	1.73	C	$1,183.73	$2,047.85

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule
*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =		TOTAL COST =	$38,875.95
MILEAGE MFC C =	22.04		
MILEAGE MFC D =	12.92	**2021**	$40,042.22
MILEAGE MFC E=		**2022**	$41,243.49
		2023	$42,480.80
TOTAL MILEAGE	34.96	**2024**	$43,755.22
		Total	$206,397.68

Supervisor's Signature Date

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a $1,000.00 deductible for Municipalities with agreements totaling $5,000.01 or more and a $500.00 deductible for all others.

EXHIBIT B

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.

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.

Nondiscrimination/Sexual Harassment Clause
(August 2018)

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.

EXHIBIT "C"

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 "C"

CONTRACTOR INTEGRITY PROVISIONS

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

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

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.

d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. **"Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

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

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

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

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

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

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

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

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

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

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

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

cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

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 "C"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

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

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

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

Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than $12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by $0.50 until July 1, 2024, when the minimum wage reaches $15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

   a. exempt from the minimum wage under the Minimum Wage Act of 1968;

   b. covered by a collective bargaining agreement;

   c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or

   d. required to be paid a higher wage under any state or local policy or ordinance.

4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

EXHIBIT "C"

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

RESOLUTION 20-18

RESOLUTION OF THE SUPERVISORS OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A FINANCE AGREEMENT WITH FORD MOTOR CREDIT COMPANY, LLC ("Lessor") AND LOWER PAXTON TOWNSHIP ("Lessee")

WHEREAS, Lower Paxton Township (Lessee) herby accepts and leases from the (Lessor) Ford Motor Credit Company, LLC, subject to and upon the terms and conditions set forth herein the Schedule No. 7431907 Master Equipment Lease-Purchase Agreement for the acquisition of the 2020 Ford F-550 Truck w/ equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOWER PAXTON TOWNSHIP, does herby approve the Finance Agreement between Lower Paxton Township (Lessee) and Ford Motor Credit Company, LLC Municipal Finance (Lessor).

BE IT FURTHER RESOLVED, that the Lower Paxton Township Board of Supervisors has determined that the Agreement and Schedule (Attachment 1), substantially in the form presented to this meeting, are in the best interests of the Township for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and hereby designates and authorizes the "Township Manager" or his "designee" to execute and deliver the Agreement on the Township's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule (Attachment 1).

ADOPTED this 7th day of April 2020 by the Lower Paxton Township Board of Supervisors, Pennsylvania in lawful session duly assembled.

_____ _____

Chris Judd, Secretary Lowman S. Henry, Chairman

SEAL