Automated Red Light Enforcement Program

Guidance Document

September 2014
INDEX

Chapter 1: Program Overview ................................................................. 1
Chapter 2: Application Process ............................................................ 9
Chapter 3: Selection Process ................................................................. 13
Chapter 4: District Application Review .................................................. 16
Chapter 5: District Project Management.................................................. 17
Chapter 6: Offer and Grant Acceptance ............................................... 19
Chapter 7: Municipal Project Management ........................................... 22
Chapter 8: Post Award Conditions and Requirements .......................... 24
Chapter 9: Program Center and Fiscal Management Documentation ......... 27

Appendix .........................................................................................
  Appendix A: Pennsylvania Bulletin Announcement .................................
  Appendix B: ARLE Program Applications ...........................................
  Appendix C: Frequently Asked Questions ...........................................
  Appendix D: ARLE Program Reimbursement Agreement .........................
  Appendix E: ARLE Time Extension Supplement ...................................
  Appendix F: Sample Municipal Resolution ...........................................
  Appendix G: In-Kind Services Contribution Documentation ........................
Chapter 1

Program Overview

A. Program Background

With the passage of the original law on October 4, 2002, Pennsylvania began the process of using ARLE as a safety measure in 1st class cities. By June 23, 2005 the first intersection had been constructed and began enforcement. After 5 years of fine collection and many legal interpretations in May, 2011 PennDOT disseminated the original “Policy” document along with Strike-off Letter (SOL) 470-11-06, dated May 25, 2011. This SOL established the initial funding program, outlining planning and programming, program management and inspection guidance.

SOL 470-11-10, issued September 29, 2011, superseded SOL 470-11-06 and included standardized Work Breakdown Structure (WBS) element and funding codes, as well as notice of the ARLE standard reimbursement Agreement.

On June 2, 2012 the Governor signed a revised ARLE bill into law which greatly expanded its application throughout the state. Instead of only one authorized municipality (City of Philadelphia) with ARLE intersections feeding into the funding program, an additional 29 municipalities were identified as eligible to install camera equipment and issue citations. The ARLE program, after having demonstrated excellent effectiveness, was also extended to June 30, 2017.

On September 13 and 14, 2012 an ARLE Summit was held at Engineering District 6-0’s King of Prussia office. In attendance were municipal authorities (including police departments), City of Philadelphia officials, equipment suppliers and PennDOT personnel. The agenda was a comprehensive one that brought all attendees up to speed with the new law and its application.

SOL 494-13-07, issued May 20, 2013, superseded SOL 470-11-10, refining previous information and giving direction for the 2012 (ARLE III) funding program. This policy, updated only to replace 2012 with 2013 (ARLE IV), is being superseded by this all-inclusive program guidance document.

The above roll-out of the program reflects an evolving system of reimbursement Agreement types, District ownership responsibilities, WBS element designations, etc. In the program’s current for there is a standard reimbursement Agreement; District personnel have been identified for program ownership; and we have standard WBS elements. The bottom line, however, is that the program is supported from the municipal level to the highest levels of state government based on its proven effectiveness in changing driving patterns, resulting in fewer fatalities at our most dangerous intersections.

B. Program Overview

The automated red light enforcement program requirements are indicated in 75 Pa.C.S. §3116 (Automated red light enforcement systems in first class cities) and §3117 (Automated red light enforcement systems in certain municipalities). The ARLE Funding Program is 100% state funded (Appropriation 244) using additional revenue in a restricted motor license account that has been generated.
from Automated Red Light Enforcement Systems. Only approved ARLE Funding Program projects should be contained within Appropriation 244.

The purpose of this policy is to provide opportunities for ARLE transportation enhancement grants through revenues generated by the automated red light enforcement program, to improve safety and reduce congestion. This program is not the same as the Department’s existing transportation enhancement grants initiative. The automated red light enforcement systems program intends to reduce the number and type of violations and crashes at the implementation locations, but will also use revenues generated through the program to provide additional benefits to highway users through the implementation of the ARLE Funding Program.

The policies and procedures in this guidance are intended to supplement existing requirements. Nothing in the policies or procedures shall affect the regulatory requirements. The policies and procedures herein are not a regulation or an adjudication; there is no intention on the part of the Department of Transportation (Department) to give the provisions of these policies and procedures that weight or deference. This document establishes the framework within which the Department will exercise its administrative discretion in the implementation of the ARLE Funding Program. The Department reserves the discretion to deviate from this policy if circumstances warrant.

The ARLE Funding Program is administered by the Pennsylvania Department of Transportation’s Center for Program Development and Management and the Bureau of Maintenance and Operations. Currently the Philadelphia Parking Authority, the City of Philadelphia’s system administrator provides the Pennsylvania Department of Transportation with quarterly deposits of revenue generated by automated red light enforcement violations into a restricted Motor License Fund account. The Philadelphia Parking Authority deducts all operation and maintenance costs prior to depositing the remaining revenues into a restricted Motor License Fund account. Soon additional revenues will become available due to additional intersections being enforced similarly in other municipalities. The balance of revenues generated in the restricted Motor License Fund account is eligible for use as part of the ARLE Funding Program. The Department will post yearly revenues available for the ARLE Funding Program into the Pennsylvania Bulletin each spring prior to the submission of applications. An eligible sponsor can submit an application or applications within acceptable parameters. No matching funds are required for eligibility in the ARLE Grant Program. Eligible projects are evaluated, a grant is offered and accepted, and the Department will reimburse the sponsor within 60 days from receipt of the quarterly status report. The Department requires that the awarded sponsor shall keep proper records throughout the projects life.

This policy outlines the procedures, guidelines, and requirements needed for the Department to administer the ARLE Funding Program and provides the grant sponsor an understanding of the ARLE Funding Program procedures. The use of dotGrants will not be permitted at this time.

More Information: [www.dot.state.pa.us/signals](http://www.dot.state.pa.us/signals)
Questions contact: [RA-PDSIGNALFUNDING@pa.gov](mailto:RA-PDSIGNALFUNDING@pa.gov) 9/19/2014
C. Definitions

The following words and terms, when used in this policy, have the following meanings, unless the context clearly indicated otherwise:

**ARLE** – Automated red light enforcement

**Automated red light enforcement system** – A vehicle sensor installed to work in conjunction with a traffic-control signal which automatically produces one or more recorded images of a vehicle at the time the vehicle is used or operated in a manner which is a violation under 75 Pa.C.S. § 3112(a)(3) (relating to traffic-control signals). [75 Pa.C.S. § 3116]

**Department** – The Department of Transportation of the Commonwealth [75 Pa.C.S. § 102]

**Grant** – An offer of funding assistance from the Department to a sponsor for a project governed by this policy. [67 Pa. Code §233.2]

**Highway**

1. The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.
2. The term includes a roadway open to the use of the public for vehicular travel on grounds of a college or university, public or private school, or public or historic park. [75 Pa.C.S. § 102]

**Local authorities** – County, municipal, and other local boards or bodies having authority to enact laws relating to traffic. [75 Pa.C.S. § 102]

**Official traffic-control devices** – Signs, signals, markings, and devices consistent with 75 Pa.C.S. (relating to Vehicle Code) placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic. [75 Pa.C.S. § 102]

**Sponsor** – A local authority, Metropolitan Planning Organization, Rural Planning Organization, county planning organization, or Commonwealth agency applying for, or receiving, a transportation enhancement grant under this chapter. [67 Pa. Code §233.2]

**Traffic** – Pedestrians, ridden or herded animals, vehicles, streetcars, and other conveyances, whether singly or together, using any highway for purposes of travel. [75 Pa.C.S. § 102]

**Traffic-control signal** – A device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed. [75 Pa.C.S. § 102]
D. Sponsors Eligible for Grants

A sponsor shall submit a grant application for eligibility in the ARLE Funding Program. Sponsors, as defined in 67 Pa. Code §233.2 (Definitions), may include the following:

1. Local authorities (counties, municipalities, and other local boards or bodies having authority to enact laws relating to traffic
2. Metropolitan Planning Organizations (MPOs)
3. Rural Planning Organizations (RPOs)
4. County planning organizations
5. Commonwealth agencies

E. Eligible Projects

The types of eligible projects are very wide-ranging when considering highway safety or mobility. It is the intent of the ARLE Funding Program to fund worthwhile projects that can be completed at a relatively low cost. Examples of such enhancement projects include, but are not limited to, the following:

1. Improvements to traffic-control signals already equipped with automated red light enforcement systems or proposed to be equipped with automated red light enforcement systems.
2. Removal of unwarranted traffic-control signals.
3. Retiming of existing traffic-control signals.
4. Upgrading, modernization, or improvements to traffic-control signals.
5. The interconnection and coordination of traffic-control signals to improve mobility.
6. The installation of a traffic-control signal system or the expansion of an existing system to improve mobility.
7. Revisions to traffic-control signal operational modes to improve safety or mobility. Examples include conversion to actuated, traffic responsive, or traffic adaptive modes of operation.
8. Improvements to traffic-control signals or other official traffic-control devices to reduce energy consumption. Examples include the conversion of traffic-control signal or pedestrian signal indications to Department-approved, light emitting diode (LED) modules or the installation of Department-approved, solar-assisted official traffic-control devices.
9. The installation of new or improved detection systems for traffic-control signals.
10. Upgrading, modernization, or safety improvements to traffic-control signals having railroad preemption.
11. Roadway capacity upgrades such as auxiliary turning lanes.
12. Roadway or intersection signing and pavement restriping projects which will either increase capacity or improve safety.
13. Local Technical Assistance Program (LTAP) Local Safe Roads Communities Program and implementation of recommendations.
14. LTAP Walkable Communities Program and implementation of recommendations.
15. School zone designation through striping, signing, or signal improvements.
16. Pedestrian safety improvements at signalized intersections such as countdown timers, easily accessible and quick response pushbuttons, crosswalk striping, and pedestrian signing.
17. Pedestrian mobility improvements, particularly projects with a combination of eligible features.
18. Centerline rumble strips.
19. New guiderail or replacement of damaged/substandard guiderail.
20. Transition guiderail for exposed bridge parapet ends.
21. Removal of roadside fixed objects and/or clearing of vegetation for sight distance improvements.
22. Improvements to correct drop-off issues along local roadways.
23. Minor drainage improvements to improve safety.
24. New regulatory or warning signs that meet the minimum retro-reflectivity requirements.
25. Radii improvements at intersections.
26. Roadway delineators, either along the outside edge of the roadway, or to prevent turning movements at driveways or intersections.
27. Other projects which, in the discretion of the Department, should be considered.

The Department’s intent is to award grants to projects that will be fully funded at the execution of the grant agreement date. All matching funds, if provided, shall be made available at the time of the application to complete the project. Design projects will only be considered if the sponsor provides a resolution passed by the sponsor’s board indicating the obligation to complete the construction of the project. Proof of the available funding must be submitted with the application.

F. Ineligible Projects

All projects may be considered for the ARLE Funding Program, with the exception of transportation impact studies and highway improvements that are the responsibility of a privately funded applicant for a Department Highway Occupancy Permit. Inclusive projects that are not in line with the intent of this grant program will also be considered ineligible (e.g. large highway improvement projects such as new roads, bridges, interchanges, decorative street appurtenances, standard preventive or response maintenance, etc.).

G. Limits of Funding

No matching funds are required as part of the ARLE Funding Program. However, ARLE Funding will be considered based on the available yearly revenues deposited in the restricted Motor License Fund account. The available funding for the ARLE Funding Program is solely based on revenues deposited into the restricted Motor License Fund account.

Currently, the City of Philadelphia’s system administrator, the Philadelphia Parking Authority provides the Pennsylvania Department of Transportation with quarterly deposits (March 1st, June 1st, September 1st, and December 1st) into a restricted Motor License Fund account. The Philadelphia Parking Authority deducts operation and maintenance costs prior to depositing the remaining revenues into this restricted Motor License Fund. The balance of revenues generated by the automated red light enforcement program is eligible for use as part of the ARLE Funding Program. The Department will post the revenues available for the ARLE Funding Program in the Pennsylvania Bulletin each April prior to the submission of applications. This is true for any additional municipality net processed from ARLE installation fines.

Refer to the following overview of the functions of ARLE stake holders:

More Information: www.dot.state.pa.us/signals
Questions contact: RA-PDSIGNALFUNDING@pa.gov

9/19/2014
H. Responsibilities

Department of Transportation
The Department of Transportation will be responsible for:

1. Advertising and administering the grant program
2. Collecting the applications each year in accordance with this policy
3. Reviewing the submitted applications
4. Selecting the approved grantees
5. Notifying all applying sponsors of the results of the selection process
6. Preparing a Reimbursement Agreement for each awarded grant and provide it to the approved sponsor
7. Entering into the Agreement with the sponsor
8. Providing reimbursement payments to the sponsor based on the provisions provided in the Reimbursement Agreement and Quarterly Status reports
9. Establish and support District project managers who will oversee the project in
compliance with this established policy
10. Ensuring compliance with the terms of the Reimbursement Agreement through auditing and checking of records as defined in this policy
11. Provide verification that the work being invoiced is accurate
12. Returning any unused grant funds to the restricted account once each project has been completed.

Sponsors
Sponsors will be responsible for:
1. Completing the required application form
2. Providing the information required as outlined in this policy
3. Sending in timely status reports as indicated in this policy to receive payment as outlined in the Reimbursement Agreement
4. Submitting the information to the Department within the timeframe specified in this policy
5. Entering into a Reimbursement Agreement with the Department if awarded the grant
6. Faithfully execute the Agreement in accordance with its terms
ARLE Transportation Enhancement Grant Process Overview

Sponsor completes application and submits it to the Director of the Center for Program Development and Management (CPDM)

Director of CPDM will notify sponsor electronically

Sponsor addresses Department comments and resubmits

Application complete? (July 15th)

Application complete? (5 Business Days)

Application is reviewed in accordance with the selection criteria (Chapter 3)

Sponsor is notified as to whether or not selected

Application selected for award?

Sponsor may request a debriefing

Process ends

CPDM proposes revised agreement?

Yes

Sponsor and CPDM negotiate

No

Process ends

CPDM proposes grant agreement

Does Sponsor concur with agreement?

No

Agreement is signed and the grant is accepted

Yes

More Information: www.dot.state.pa.us/signals
Questions contact: RA-PDSIGNALFUNDING@pa.gov
Chapter 2
Application Process

A. Application Submission
A sponsor submits an electronic and written request, along with the Application Form contained in Appendix A to:

Director, Center for Program Development and Management
Pennsylvania Department of Transportation
Attention: Transportation Enhancement Grants from Automated Red Light Enforcement System Revenues
Commonwealth Keystone Building, 400 North Street, 6th Floor
Harrisburg, PA 17120-0064
Email: ARLE_grants@state.pa.us

The application must be prepared in accordance with the instructions contained in this policy and utilizing the Automated Red Light Enforcement Transportation Grant Application Form (TE-156) and instructions contained in Appendix A. Supplemental information in support of the application may be included as an attachment to the application form. The Automated Red Light Enforcement Transportation Grant Application Form (TE-156) must be completed in its entirety, for the application to be evaluated by the Department.

Many of the below requirements can be met if the sponsor has had a report developed by Pennsylvania’s Local Technical Assistance Program (LTAP) on an area within their jurisdiction. The LTAP report should be an attachment to the ARLE application.

B. Minimum Application Requirements
As indicated in 67 Pa. Code §233.5(c) (Application procedure), the following information should be provided with the Automated Red Light Enforcement Transportation Grant Application Form (TE-156) in Appendix A. Also a municipal resolution in concurrence of the application should be included with the submission.

1. **Project Description.** Provide a general description of the project and the objectives that are desired to be achieved. Include the following information:
   a. How the project is proposed to be managed
   b. A project schedule
   c. The proposed method for procuring the project
   d. How the project will be inspected
   e. A maintenance plan

2. **Project Location.** Provide the following:
   a. Location map
   b. Beginning and end points of the project
   c. Associated counties, municipalities, routes, segments, and offsets
   d. General description of location and surrounding area
   e. Roadway type/classification and length of project in miles
   f. Annual Average Daily Traffic (AADT)
   g. Existing roadway geometry (number of lanes, lane widths, etc.)
   h. Roadway posted speed limits
3. **Official Traffic-Control Device Description.** For projects involving official traffic-control devices, briefly describe the existing devices. If traffic-control devices exist, provide an existing permit plan along with the proposed and/or approved revisions to the official traffic-control device if the approved revision is available at the time of the application.

4. **Project Justification.** Outline why this project is being nominated for this grant program and the benefits that would be obtained. Explain the project need in detail by providing a history of the existing problem, what steps, if any, have been previously taken to remedy the problem, and what benefits the sponsor expects to receive from the project. Provide a qualitative explanation of the proposed benefits and, if possible, the supporting data. Provide a detailed crash evaluation covering a minimum of the last five years with data available from PennDOT. The detailed crash evaluation should include a collision diagram (if available). Include a discussion about public perception of the proposed project based on previous hearings and/or meetings conducted (meeting minutes, press clippings, etc.).

5. **Potential Improvements and Cost.** Provide a description of the potential improvements, and their associated costs. Estimated costs should be as detailed and accurate as possible, and include all aspects of the project for which the grant is being submitted (design, construction, etc.). The Department’s intent is to award grants to projects that will be fully funded at the execution of the grant agreement date. All matching funds shall be made available at the time of the application to complete the project. Design projects will only be considered if the sponsor provides an official resolution indicating the obligation to complete the construction of the project. Proof of the available funding must be submitted with the application.

6. **Schedule.** Provide a detailed project schedule. Indicate whether it can be completed in one year or will it be a multi-year project. Include all steps that may be needed from preliminary studies and conceptual designs through the project’s final inspection. Include all approvals, review times, coordination with other municipalities, etc.

7. **Other Programmed Projects.** Describe other transportation improvement projects that are in the vicinity of the proposed project and have been programmed on the Regional Transportation Improvement Program or municipal projects (include location, time frame, cost, etc.).

8. **Anticipated Development.** Describe known major developments and/or projects that are anticipated within the next 10 years in the vicinity of the proposed project.

9. **Professional Engineer.** Identify the professional engineer or consulting engineering firm which will provide engineering services for the project. If this information is not available at the time of application it must be provided to the Department upon confirmation of retaining the firm. Include the method proposed for selection of engineering firms.

10. **Contact Person.** Provide the name, mailing address, telephone number, and e-mail address of the
contact person for the sponsor. It is important that the sponsor provide a contact person with
decision-making authority so the project may move forward expeditiously if selected.

11. Other Information.
The sponsor should provide other pertinent information that the sponsor believes may justify the
project, or that is requested by the Department. This information should be one additional
summarized page, as an attachment to the sponsor’s application form.

a. Maintenance Plan
The sponsor shall provide a description of how the proposed improvement will be
properly maintained in accordance with Department guidelines such as Publication 191,
Guidelines for the Maintenance and Operation of Traffic Signals. Also, include
documentation of past maintenance programs in the municipality.

C. Deadline for Applications
Applications for the ARLE Funding Program will be considered on an annual basis. Completed
applications will be evaluated in the ARLE Grant Program for that year. Completed applications shall
be submitted electronically and followed by a hard copy. Completed applications will only be
collected beginning on June 1 of each year through the close of business on June 30 of that year. If
the June 30 deadline occurs on a weekend or legal holiday when the Commonwealth’s offices are closed,
the deadline will be extended to the close of the next business day.
The Department will consider incomplete applications if they are made complete by July 15th. Any
applications not made complete by July 15th will not be evaluated for the ARLE Funding Program for
that year. If the Department deems an application incomplete, the sponsor will be notified electronically
within three business days from the submission deadline.

D. Public Records
The Department will adhere to the provisions provided in 67 Pa. Code §233.7 (Public records). All
applications for a transportation enhancement grant will be considered a public record at the time of filing,
and will be made available for inspection. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—
3104, will apply to the Reimbursement Agreement. Therefore, it is subject to, and the Grantee shall
comply with, the clause entitled Grant Provisions – Right to Know Law 8-K-1580 that will be made a part
of the Reimbursement Agreement.
Automated Red Light Enforcement Program
Guidance Document

ARLE Funding Program
Basic Application Process

Director of CPDM will notify sponsor within three (3) days of the submission deadline

Sponsor completes application and submits it to the Director of the Center for Program Development and Management (CPDM)

Application complete? (5 Business Days)

Yes

Application is reviewed in accordance with the selection criteria (Chapter 3)

No

Sponsor addresses Department comments and resubmits by July 15

Application complete? (July 15th)

Yes

No

Application is rejected
Chapter 3
Selection Process

A. General
Following the closing date for receipt of applications, eligible projects with completed applications will be considered for funding in the ARLE Funding Program during that year. Completed applications for eligible projects will be considered within the parameters established in Chapter 2, Section C (Deadline for Applications).

B. Grant Selection Process
Upon completion of the Application Process, the Director of the Center for Program Development and Management and the Director of the Bureau of Highway Safety and Traffic Engineering, will establish an ARLE Funding Program review team to review and rank the applications with respect to applicable criteria for project funding, available funds, current priorities for traffic safety and mobility, and other factors. Typically, the expected timeline with exception to the initial selection process, will be as follows:

- April 1-30: Pennsylvania Bulletin Announcement
- June 1: Receipt of applications begins
- June 15: ARLE Funding Program review team is established
- June 30: Receipt of applications ends
- July 15: Revised applications due
- July 16: ARLE Funding Program review team begins evaluation of the applications
- August 1: ARLE Funding Program review team sends ranking recommendations to Project Management Committee
- August 15: Ranking of applications is complete
- September 1: Notifications of award or denial sent via certified Mail
ARLE Funding Program
Selection Process

Application is reviewed in accordance with the selection process and criteria

Sponsor is notified as to whether or not selected

Application selected for award?

Yes

CPDM proposes reimbursement agreement (Chapter 4)

No

Sponsor may request a debriefing

Process ends
C. Selection Criteria

The selection criteria that may be considered along with the application requirements indicated in Chapter 2 (Application Process) include the following:

<table>
<thead>
<tr>
<th>Grant Selection Criteria Description</th>
<th>Grant Selection Evaluation Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Benefits &amp; Effectiveness</td>
<td>How does the project improve safety, enhance mobility, reduce congestion, and reduce greenhouse gases? (Higher score for the more benefits)</td>
</tr>
<tr>
<td>2. Project Cost</td>
<td>Is the request within the scope of available funds? Is the project cost effective?</td>
</tr>
<tr>
<td>3. Local and Regional Impact</td>
<td>How does this project support the regional transportation system? (Higher score for smart transportation)</td>
</tr>
<tr>
<td>4. Cost Sharing</td>
<td>Are there matching funds from other resources? (Higher score for matching funds)</td>
</tr>
<tr>
<td>5. Other Criteria</td>
<td>Ability of the sponsor (including district management and assistance) to deliver the project timely. Includes past history if any—higher score if they worked through the LTAP program because those are ready projects</td>
</tr>
</tbody>
</table>

For each project, the ARLE Funding Program review team will rank each application based upon the merits of the project for each criterion above. The Department will utilize a scoring sheet for use in ranking the applications provided in Appendix B. The scoring sheet will weigh the ARLE Funding Program selection criteria based on project funding, available funds, current priorities for traffic safety and mobility, and other factors. These weighed factors should be clearly indicated in a spring announcement in the Pennsylvania Bulletin. Further, the Department has discretion to modify the selection criteria if priorities exist by notifying each sponsor that has completed an ARLE Funding Program application for that year. Final selection recommendations are provided for submission and evaluation by the Program Management Committee (PMC). PMC will provide the appropriate authorization to move forward with Chapter 5 (District Project Management).

Debriefing Procedures

At the request of a sponsor the Department will conduct a debriefing with a sponsor whose application has been denied. If the sponsor would like to request a debriefing, please notify the Director of the Center for Program Development and Management at:

Center for Program Development and Management
Pennsylvania Department of Transportation
Attention: DEBRIEFING REQUEST – ARLE Funding Program
Commonwealth Keystone Building, 400 North Street, 6th Floor
Harrisburg, PA 17120-0064
Chapter 4
District Application Review

District personnel will be requested to provide input within their geographic area and provide input relating to local and regional priorities and consistency with local planning efforts.

Recommended selection criteria include the following:

1. Anticipated benefits: traffic safety improvement, mobility enhancement and delay reduction, energy saving, and greenhouse gas reductions.
2. Anticipated regional impact: Is it a multi-municipal application and/or will the likely impact extend beyond the limits of a single municipality.
3. Anticipated cost effectiveness
4. Anticipated ability of the applicant to complete the proposed work and provide an acceptable degree of long-term maintenance
5. Consistency with local and regional long-range transportation plans or related documents
6. Critical nature of the corridor within the region
7. Input from the applicant as to relative priority if multiple submissions are made by a single municipality
8. Other localized factors, as appropriate

Districts will be asked to review and identify all applications as high, medium, or low priority. Further ranking of first, second, third priority and so forth is requested for municipalities submitting more than one application.
Chapter 5
District Project Management

The following chapter provides Engineering District specific guidance regarding the ARLE Funding Program administration. The contents of this chapter in addition to chapters 5 and 6 should be used when administering the ARLE Funding Program.

PennDOT Role in Project Development
The development and implementation of ARLE Funding Program projects will be the primary responsibility of each project sponsor. Each project sponsor will secure the appropriate professional assistance in advancing their project (a Professional Engineer, Landscape Architect, or Architect, depending on the nature of the project) and will establish the implementation schedule for their project. PennDOT staff will be available to provide procedural guidance and to assure that the sponsor secure the appropriate approvals (such as environmental, right-of-way and utility clearances). All Department policies and standards should be followed as part of the ARLE Funding Program project.

The project sponsor of a selected project will submit periodic invoices to the appropriate Engineering District from service provided while working on the ARLE Funding Program selected project. The sponsor reviews and approves the invoices and then submits them to the appropriate PennDOT Engineering District for payment. The appropriate PennDOT Engineering District will then reimburse the sponsor for the approved invoice. The project sponsor is responsible for compensating the service provider.

Program Development and Management

All projects as part of the ARLE Funding Program are 100% state funded (Appropriation 244) that are based on additional revenue dedicated in a separate restricted motor license account. Upon receiving approval from PMC regarding the selected projects, the Bureau of Maintenance and Operations and Center for Program Development and Management will request contact information from each District Executive regarding the staff that will oversee each of the ARLE Funding Program applications. Once an appropriate Engineering District representative or project managers are identified, Central Office will conduct a conference call with all appropriate Engineering Districts to discuss the next steps. A MPMS number must be established to monitor and track each ARLE Funding Program project. As an ARLE Funding Program Project is completed, the encumbrance should be reduced to the actual project cost so a commitment is no longer on the books for this project. All projects should be tracked through SAP (WBS element) which is no different than any other 100% state funded project. All projects costing over $100,000 need to be included on the Transportation Improvement Program (TIP). The Program Center will work with the Engineering District Planning staff to place the projects onto the TIP. The appropriate Engineering District may determine the most appropriate method of execution of an ARLE Funding Project as indicated below:

- Projects that are within the descreption of liquid fuels type project, may use Publication 9, Chapter 449 (Appendix D). All invoices must be sent to the Comptrollers’s Office for local reimbursement.
- Projects can be processed through the ECMS system
- Projects can follow the procedures identified in Publication 93

Additional ARLE program guidance has been included within the following link: P:\penndot\shared\Automated Red Light Enforcement (ARLE) Funding Program
Cost Increases/Changes in Scope of Work

Each ARLE Funding Program application has been approved for a specific scope of work and level of funding based on the information submitted by the project sponsor in their application. All changes in scope of work MUST have the written approval of PennDOT Engineering District PRIOR to proceeding with the work. The PennDOT Engineering District should notify the Bureau of Maintenance and Operations and the Center for Program Development and Management if a scope of work is modified. ANY ACTIVITIES UNDERTAKEN THAT ARE NOT IN COMPLIANCE WITH THE ABOVE WILL NOT BE ELIGIBLE FOR REIMBURSEMENT. Currently, THERE IS NO FUNDING AVAILABLE TO COVER COST INCREASES; PROJECTS WILL ONLY BE FUNDED UP TO THE AMOUNT ORIGINALLY APPROVED. Sponsors will be responsible for any and all cost increases.

The scope of work can be changed from what was originally stated in the ARLE Funding Program application; however, this change MUST occur PRIOR to executing the reimbursement agreement. The sponsor MUST forward a letter to the files documenting the change and the PennDOT Engineering District MUST agree with the change. NO ADDITIONAL FUNDING WILL BE AWARDED. If the PennDOT Engineering District does not agree to the proposed change, the project award will be nullified.

Reimbursement Agreement

A standard reimbursement agreement has been developed between the Department and the project sponsor. This document specifies all terms and conditions with which the project sponsor MUST comply to receive ARLE Funding Program funds. The PennDOT District will obtain the necessary signatures on the agreement and submit it to the PennDOT Central Office, Office of Chief Counsel for execution and all fiscal and legal approvals. The ARLE Funding Program reimbursement agreement should not exceed three years from execution. A one-time extension of this 3 year limitation will be considered by the Department.

If a project sponsor is requesting reimbursement for a local project, the reimbursement agreement must be executed prior to commencing any phase of the project (e.g., preliminary engineering, final design, right-of-way acquisition, grade crossing coordination, utility relocation, construction activities) that is funded with ARLE Funding Program funds. This agreement is required to document the conditions for payment of work completed on the project. The PennDOT District Office will prepare the local project reimbursement agreement for the approved ARLE Funding Project.

Any costs incurred PRIOR to the execution of the agreement for which ARLE Funding Program funds are requested will NOT be eligible for reimbursement. Interest and administrative costs incurred by project sponsors prior to the execution of the agreement will not be reimbursed.

Project Kick-off Meeting and Field View

A project kick-off meeting and field view are suggested for the larger ARLE Funding Program projects. The appropriate Engineering District manager will determine if a project kick-off meeting and field view are necessary. The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from the start to the completion of the project. The meeting should be conducted within sixty (60) days after being notified of the ARLE Funding Program approval. The purposes of the scoping field view are to have all stakeholders and the project sponsor view the project and the project area to determine important project issues, and the level of documentation that will be needed in order to determine if there may be additional issues with the ARLE Funding Program project.
Chapter 6
Offer and Grant Acceptance

A. Issuance of Grant Offers
The Department will, in writing, notify each sponsor who has submitted an application whether or not they will receive a grant offer. A sponsor whose application has been denied can request a briefing from the Department. If awarded, the grant will be provided as a reimbursement to the sponsor once confirmation and verification work completed is within the parameters of the Reimbursement Agreement. The sponsor will be responsible for procuring the engineering services and bidding the project for construction in accordance with Pennsylvania law. The Department will provide a project manager who will ensure the day-to-day operations of the project is within the parameters of this policy and the Reimbursement Agreement.

B. Reimbursement Agreement and Conditions
The Reimbursement Agreement will describe any specific grant conditions, and include those conditions in the accompanying grant offer. The Department may or may not fully fund the entire cost of the project. The Reimbursement Agreement will specify the total amount to be funded under the grant offer, the scope of the project, and the items of work to be included. The Department may also require sponsors, as part of the Reimbursement Agreement, to conduct before-and-after studies to determine project effectiveness. The grantee must be willing to abide by this requirement in the Reimbursement Agreement; however, re-evaluation of the Reimbursement Agreement may be considered at the Department’s discretion if requested by the grantee.

Unless otherwise restricted by 75 Pa.C.S. §3116 the Department has discretion in the selection of projects and determination of funding levels, priorities, critical project selection criteria, project phasing, project design and specifications, and performance criteria. In the consideration of an application and its terms, the Department may determine that a proposed project should be amended to accommodate available funding, applicable traffic design criteria, anticipated use, or to better accommodate potential user needs. The Department may therefore offer a grant for a project whose cost, specifications, terms, or scope has been modified by the Department. In the event that the Department confers with a sponsor to amend a proposed project, the sponsor should understand that consultation and amendment does not insure that an offer will be made.

The sponsor will agree that the grant amount, original or as amended by the Department, will be the maximum amount provided for the project. If project costs exceed the final grant amount the sponsor will be obligated for funding the shortfall and complete the project.
C. **Grant Acceptance**

A sponsor who has received a grant offer shall, in 30 days, either indicate electronically or by certified mail its acceptance of the offer and provide original signatures of the Reimbursement Agreement, or the sponsor shall notify the Director of the Center for Program Development and Management of its intention to negotiate the agreement with the Department. No work shall be performed until the Reimbursement Agreement between the Department and the sponsor has been fully executed. Work performed prior to the execution of the Reimbursement Agreement will not be reimbursed. Acceptance of the offer is not binding on the sponsor until execution of the Reimbursement Agreement between the Department and sponsor. Failure of a sponsor to either indicate acceptance of the terms of the offer, or to indicate its intention to negotiate, within the 30-day response period, will be considered as rejection of the offer and withdrawal of the application. The Department will issue a letter to the sponsor indicating that the application has been considered withdrawn and no longer eligible for the ARLE Grant Program.
ARLE Transportation Enhancement Grant Offer and Grant Acceptance

Grant Agreement is provided to the Sponsor

Does sponsor concur with agreement?

Yes
Agreement is signed and the grant is accepted

No

Sponsor and CPDM negotiate terms of agreement

CPDM proposes revised agreement to sponsor
Chapter 7

Municipal Project Management

The municipality(ies) is responsible for providing a municipal employee or consultant with approval authority to manage the project development phases from design through construction, as applicable, for all ARLE projects. The local sponsor for an ARLE project must coordinate with the designated Engineering District manager from project inception to completion to ensure all laws and regulations are properly adhered to in order to avoid jeopardizing eligibility or unwanted delay for the project. As a local-led project the municipality(ies) should refer to PennDOT’s Publication 740, Local Project Delivery Manual. Publication 740 provides guidance for the implementation of a local project from project inception to finalization. The publication serves as a reference to local project sponsors, project managers, and other stakeholders on required and recommended processes for delivering local projects using federal and/or state funding.

The municipality(ies) is also responsible for securing a qualified consultant, if desired. If consultant services are to be provided for the design phase of the project, specific procedures outlined in Chapter 3 of Publication must be followed regarding the selection and approval of the consultant (including the use of municipal engineers) for any portion of the project, including design services, construction inspection and/or right-of-way acquisition services. The Engineering District will provide guidance to the sponsor related to consultant selection. Municipalities are encouraged to utilize firms or individuals that have previous PennDOT experience. Different standards and approaches for procuring professional services may be considered and the municipality(ies) should indicate their selected method in the application. The accepted methods available to the municipality(ies) include:

- **Consultant Services for Liquid Fuels Type Projects** – Projects that are within the discretion of a liquid fuels type project, may use Publication 9, Chapter 449 (Appendix D). Municipalities should follow their respective municipal code for procurement of services. All invoices must be sent to the Comptrollers’ Office for local reimbursement.

- **Consultant Services for Non-Liquid Fuels Type Projects** – Municipalities can follow the procedures identifies in the PennDOT Local Project Delivery Manual, Publication 740, or use PennDOT’s Engineering and Construction Management System (ECMS)

ARLE projects that meet the eligibility for Liquid Fuels projects should refer to PennDOT Publication 9, Policies and Procedures for the Administration of the County Liquid Fuels Tax and the Liquid Fuels Tax Act 655 (for Municipalities). If using this method the project sponsor must contact their PennDOT District Municipal Services Representative to ensure project eligibility and to obtain the necessary MS 329 approvals. Municipalities should refer to the appropriate consultant/professional services procurement procedures within the respective municipal code for the municipality(ies) in which the project(s) are located.

Municipalities in coordination with the Engineering District may also elect to execute and manage the project through ECMS. Municipalities must register or be an existing ECMS Business Partner. Municipalities should follow Chapter 3 of Publication 740. The Project Reimbursement Agreement will detail specific project requirements, reimbursement procedures and available project funding. Municipalities must follow the procedures outlined in Section 3.8 or Publication 740 to enter an Engineering or Third Party Agreement for work performed by qualified consultant/professional services.
For ARLE projects that require construction management and/or construction inspection services provided by consultant, the municipality(ies) must designate an individual who will be in “responsible charge” and in full control of the construction phase of the project at all times. This individual must be a full time employee/official on staff with the Local Project Sponsor and responsible for managing the project and acting as the Municipality(ies)’s official contact with the Department. More information regarding “responsible charge” is provided in Chapter 3 of Publication 740.
Chapter 8
Post Award Conditions and Requirements

A. Standards, Methods, Techniques, Designs, and Special Conditions
All projects must be designed and constructed in accordance with Department standards and criteria including but not limited to: Publication 9, Publication 46, Publication 93, Publication 111M, Publication 148, Publication 149, Publication 212, Publication 213, Publication 236M, and Publication 408. The Department reserves the right to specify or make determinations as to the standards, methods, techniques, designs, and dimensional criteria acceptable in projects funded by the ARLE Grant Program. Design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details. Failure to meet special conditions, performance criteria, or specifications may result in the withdrawal of the transportation grant, disqualification from future consideration for a transportation enhancement grant, or declaration of a sponsor to be in default of the Reimbursement Agreement.

B. Progress Reports
The sponsor shall provide quarterly status reports to the District representative. Quarterly status reports are due within two weeks from the end of the quarter. End quarter dates are September 30th, December 31st, March 31st, and June 30th of each fiscal year. The report shall contain the following information:
1. An estimated completion percentage of the project construction
2. The current estimated completion date and project costs
3. An analysis of the project budget relative to schedule and percent complete

C. Audit and Record Keeping
The sponsor receiving a transportation enhancement grant shall keep records as the Department may prescribe. The records will include, but are not limited to, the following:
1. The amount and disposition by the sponsor of grant proceeds
2. The total cost of the project with which the transportation enhancement grant is given or used
3. The amount and nature of that portion of the cost of the project supplied by other sources
4. Records that will facilitate effective audits

The Department will have access, for the purpose of audit and examination, to books, documents, papers, and records of the sponsor that are pertinent to the transportation enhancement grant. This includes progress audits during the project. A sponsor is required to establish and maintain an adequate accounting record for the project, which will permit the Department to determine the allowable costs incurred for the project. A sponsor shall maintain effective control over, and accountability for, all funds, property, and assets, shall safeguard assets, and shall assure that they are used solely for authorized purposes.

A sponsor shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the disbursement by the sponsor whenever funds are advanced by the Department. If this elapsed time exceeds the standards required under this grant program, the Department may require the
return of interest on payments made. In any contract related to this grant, the sponsor shall include a clause which allows the Department access to the sponsor’s contractor’s records for purposes of accounting and audit.

D. Retention of Records
A sponsor shall retain, for a minimum of seven years after the date of submission of the final Department payment, documentary evidence, such as invoices, cost estimates, and negotiation documents related to any item of project cost, including, but not limited to, the following:

1. Vendors’ invoices
2. Applicable purchase orders
3. Receiving reports
4. Inventory records
5. Method of pricing
6. Returns
7. Catalog cuts
8. Plans
9. Inspection reports
10. Final inspection report showing acceptance of the project
11. Record of disposition or correction of unsatisfactory work
12. Reimbursement Agreement
13. Copy of the application and all attachments

Also to be retained for seven years is evidence of payments for items of project costs, including, but not limited to vouchers, cancelled checks, or warrants and receipts of cash payments. If audit findings have not been resolved, records shall be kept until the findings have been resolved.

E. Inspection
The sponsor with its own forces or by contract shall provide staff to inspect and supervise all construction work in accordance with the approved plans and specifications, including, but not limited to, the Publication 408 Specifications, and to assure that all work is in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 635, entitled “Construction and Maintenance.”

The Department, an agency of the Commonwealth, or both, or person designated or authorized by the Department, has the absolute right to inspect, without notice, the project sites, proposed project sites, records, and construction materials related to a project funded by a transportation enhancement grant from automated red light enforcement system revenues. An inspection ordered by the Department or conducted under its authority may include, but not necessarily be limited to, the following:

1. Reproduction and examination of records
2. The taking of samples applicable to evaluation or project quality control
3. The assessment of any factor relevant to a project, application, or contracts and terms related to the process for transportation enhancement grants from automated red light enforcement revenues

A sponsor’s denial of access to records, failure to produce records, or obstruction with an inspection may result in withdrawal of the transportation enhancement grant and disqualification from future consideration for a transportation enhancement grant.

Municipalities can inspect their own work for projects on 100% local roadways. For work on state highways, PennDOT shall charge the sponsor for its inspection costs. Personnel assigned inspection duties should charge on their timesheet the WBS established for inspection costs for the Project. PennDOT project administration costs are no reimbursable, including design project management.
Final Inspection
The sponsor with its own forces or by contract shall provide staff to inspect and supervise the final inspection in compliance with the approved plans and specifications, including, but not limited to, the Publication 408 Specifications, and to assure that all work is in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 635, entitled “Construction and Maintenance.”

F. Payment Procedures
Unless otherwise specified by the Department the following general procedures are to be used for funds from a transportation enhancement grant:
1. Prior to disbursement of funds, the Department reserves the right to conduct inspections or testing or to review and audit records or accounts, to validate, to the Department’s satisfaction, that disbursement of funds is warranted.
2. A sponsor, having received payment or partial payment or reimbursement under a transportation enhancement grant, shall make payments within 30 days from receipt of funds to vendors and contractors for services and materials properly invoiced under the project.
3. A sponsor shall forward requests for payment to the Department on forms provided, or in a manner specified by the Department. A request must include submission of actual cost documentation, consisting of approved contract estimates of work in place, approved invoices, or other evidence of incurred costs, satisfactory to the Department. The final 10 percent of the total payment will not be paid by the sponsor until final inspection and approval of the project by the Department.
4. Payment requests shall be limited to monthly submissions.

G. Liability; Forfeiture of Funds; Repayment
If a sponsor fails to comply with the terms of an ARLE Transportation Enhancement Grant, the sponsor shall immediately reimburse the Department for the amount which a demand is made by the Department. A person aggrieved by a decision of the Department related to liability, forfeiture of funds, or repayment may appeal under 67 PA. Code Chapter 233, Section 233.16.

H. Waiver
The Department may waive requirements to submit specific maps, reports, plans, information, or data normally required for a grant application. The waivers may be granted only after written request to the Director of the Bureau of Maintenance and Operations, and formal written response to the sponsor by the Director prior to submission of the completed application to the Bureau.

The Department may also develop modified or special projects procedures for grant applications pertaining to Department-specified projects funded by transportation enhancement grants.
Chapter 9
Program Center and Fiscal Management Documentation

All projects under the ARLE Funding Program are to be assigned a Multimodal Project Management System (MPMS) number for expenditure tracking purposes. The Program Center is responsible for creating a separate MPMS number for each project. All projects estimated over $100,000 will be included on the Transportation Improvement Program (TIP). The Program Center will work with District Planning staff and Planning Partners to include ARLE Projects on the TIP.

Upon completion the encumbrance should be modified to equal the actual project cost. These projects are to be closed through SAP (WBS element) in the same manner as any other 100% state funded project. Any excess funds will be returned to the ARLE Funding Program.

A. Project Coding
As previously indicated, appropriation 244 (specifically 60244) is a restricted revenue account that was established to hold the automated red light enforcement fines remitted. The law states that PennDOT is required to use this money for a “Transportation Enhancement Program.” Funding applications are received and reviewed each year by the ARLE Selection Committees appointed by the Secretary and Mayors of Philadelphia and Pittsburgh. WBS elements will be set up using the District org and the appropriate coding information below:

<table>
<thead>
<tr>
<th>Account Coding</th>
<th>ARLE Statewide Funding Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Center</td>
<td>County org code</td>
</tr>
<tr>
<td>Fund Center</td>
<td>6024400003</td>
</tr>
<tr>
<td>GL (State)</td>
<td>66004000</td>
</tr>
<tr>
<td>GL (Federal)</td>
<td>66003000</td>
</tr>
<tr>
<td>WBS</td>
<td>Created by District</td>
</tr>
</tbody>
</table>

- The WBS element should be established as follows: **P-AAAAAFYpRLE-XXXX-003**
  - “P” – indicates WBS was created in MPMS. This character will not be entered in MPMS; it is added in the interface with SAP.
  - “AAAAA” – State route or municipal identifier; use leading zeros
  - “FY” – State Fiscal Year in which the grant was awarded. The FY will take the last character of the SR field in a WBS element and spill over into the single digit of the sub-project number.
  - “p” – phase code per normal, accepted PennDOT WBS conventions. If multiple phases are contemplated by the project use the phase code associated with the most costly phase:
    - 3 – PE
    - 4 – final design
- 7 – construction
- 8 – maintenance
- 9 - miscellaneous
  o “RLE” – Denotes and ARLE project. “RLE” will encompass the section fields of the WBS.
  o “XXXX” – Indicates county organization number.
  o “003” – Is the program code for the ARLE Funding Program. Program code 003 is associated with approp 60244.

B. Program Management

1. The District Executive shall make the determination of which staff should manage the projects. A recommendation is as follows:
   - Municipal Services – small projects, including data collection, studies, sign and signal equipment installation and work that the municipality can construct themselves
   - Traffic – Traffic signal retiming and other eligible projects
   - Design – larger intersection improvement projects on state routes

2. All Project Managers should review all ARLE materials located at www.dot.state.pa.us/signals. All project managers should populate the ARLE Funding project management spreadsheet (P:\penndot shared\Automated Red Light Enforcement (ARLE) Funding Program\ARLE Project Managers.xls). The field definitions are as follows:
   - MPMS# - number used as identifier in MPMS
   - District Project Manager – assigned by District Executive
   - Procurement Method – type of procurement procedure (Liquid Fuels Procedures, etc.).
   - Correspondence with Municipality – note via letter, e-mail or phone call
   - Reimbursement Agreement status – in process, out for review, completed, etc.
   - Reimbursement Agreement Execution Date – provide the executed reimbursement agreement date; leave blank until executed.
   - Reimbursement Agreement Expiration Date – 3 years following the execution date unless a time extension supplement has been processed.
   - ARLE Reimbursement Agreement Amount – amount on the reimbursement agreement.
   - Amount Reimbursed to Date – the amount currently reimbursed to the municipality.
   - % Complete – current level of project completion.
   - Other Information – scope modifications, unique circumstances, etc.

3. All invoices will be submitted and process through the method recommended by the Engineering District. For Liquid Fuels-like projects that municipal services staff can manage and for ease of project delivery, follow Appendix D, Chapter 449 of Publication 9.

4. Unlike the Liquid Fuels program, invoices must be sent to the Comptroller’s office for local reimbursement: PO Box 69183, Harrisburg, Pa 17106-9183.

5. If the project is not able to be delivered due to an underestimate by the municipality(ies), the District Executive has the authority to change the scope of work in coordination with the project municipality(ies). The BOMO Director must be notified of any project scope modifications. No extra funds will be available for cost overruns.
6. Proprietary item approval requests shall be submitted to the appropriate Central Office Bureau Director.

7. The appropriate ADA policies must be incorporated into all projects. All applicants have been notified that all Department policies and procedures need to be followed.

8. The Reimbursement Agreement is the municipality’s permit; an additional HOP is not needed for work along state routes.
Appendix A

Pennsylvania Bulletin Announcement
NOTICES

DEPARTMENT OF TRANSPORTATION

Automated Red Light Enforcement Transportation Enhancement Grants Program Applications

[45 Pa.B. 2560]
[Saturday, May 23, 2015]

Under 67 Pa. Code Chapter 233 (relating to transportation enhancement grants automated red light enforcement system revenues), the Department of Transportation (Department) is inviting city, county and municipal governments and other local boards or bodies with authority to enact laws relating to traffic in this Commonwealth to submit applications in accordance with the parameters delineated in 67 Pa. Code Chapter 233. Applications will be accepted from June 1, 2015, to June 30, 2015.

The online application is available at https://www.dot34.state.pa.us/ARLE/Module/PADO T/BOMO_Default.aspx.

Additional guidance and information can be found on the Department's Traffic Signal Resource Portal at www.dot.state.pa.us/signals.

Supporting documents may be submitted to the Department of Transportation, Attention —Transportation Enhancement Grants from Automated Red Light Enforcement System Revenues, Bureau of Program Development and Management, 400 North Street, 6th Floor, Harrisburg, PA 17120.

Questions related to the Automated Red Light Enforcement Transportation Enhancement Grants Program may be directed to Richard N. Roman, PE, Director, Bureau of Maintenance and Operations, 400 North Street, 6th Floor, Harrisburg, PA 17120, (717) 787-6899, ARLE_Grants@pa.gov.

LESLIE S. RICHARDS,
Secretary

[Pa.B. Doc. No. 15-971. Filed for public inspection May 22, 2015, 9:00 a.m.]
Appendix B

ARLE Program Application
<table>
<thead>
<tr>
<th><strong>Applicant Contact Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Title</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Street Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>E-mail Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Consultant Contact Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Name</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Company Name</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Street Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>E-mail Address</strong></td>
</tr>
</tbody>
</table>
Project Summary

Project Title

Project Type

Description of Proposed Project

Is this a multi municipality application? [ ]

Type Of Project

Joint Municipality Name

Joint Municipality Resolutions Attachments

Location

Location Description

Does this project involve traffic signals? [ ]

Project Location Map Attachments

Project Justification

Description of Existing Problem(s) to be Addressed:
Description of the Anticipated Benefits:
Safety, congestion reduction, modernization, energy efficiency, reduction of long-term operation and maintenance, etc.

How does this Impact the Region:
Describe the Consistency with any Regional (MPO/RPO), County, Local Plans, Official Maps, etc.

Describe Current and Past Maintenance and Operations Plan:

Maintenance and Operation Plan Attachments

Explain how the project is innovative in improving safety and mobility:

Explain how the project is cost affective:
Explain the proposed project schedule:

Project Schedule Attachments

Project Funding

<table>
<thead>
<tr>
<th>Activity</th>
<th>Requested Amount</th>
<th>Matched Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$00.00</td>
<td>$00.00</td>
</tr>
<tr>
<td>Final Budget Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Project Cost  $00.00
Matched Percentage  0.00%

Matched Funding Sources
- None
- Monetary
- In-Kind Services
- Other

Cost Estimate Attachments

Supporting Documents

Terms & Conditions

- This is a grant program that utilizes invoicing and reimbursement with no initial money up front.
- Failure to comply with any and all of these requirements may result in the disapproval or termination of a previously approved project and if the project is already underway, we will be obligated to refund all funding disbursed on the project date.
• Applicant is responsible for advancing the project, not PennDOT. However, PennDOT is available to assist with these processes.

• All of the individuals and entities listed on the application are aware that they are being included in the project listed on the application and agree to their assigned roles, as required.

• We agree to enter into an agreement prepared by PennDOT that, among other things, sets forth the terms and conditions governing the performance of the project, inspection of the work, disbursement of funding, recordkeeping and auditing requirements, and our financial obligations as sponsor and provides for maintenance of the completed project improvements.

• We certify that the affirmations contained in this application are true and correct to the best of the applicant's knowledge, information and belief, and that this verification is made subject to the penalties of 16 PA C.S.4904, relating to unsworn falsification to authorities.

☐ I agree to these Terms & Conditions as the applicant

Application Submitted Date
Appendix C

Frequently Asked Questions
ELIGIBILITY:

1. **Who is eligible to apply?** As indicated in 67 Pa.C.S. §233.5 (Application procedure), a sponsor shall submit a grant application for eligibility in ARLE Grant Program. Sponsors, as defined in 67 Po.C.S. §233.2 (Definitions), may include the following:
   - **I.** Local authorities (counties, municipalities, and other loco/boards or bodies having authority to enact laws relating traffic)
   - **J.** Metropolitan Planning Organizations (MPOs)
   - **K.** Rural Planning Organizations (RPOs)
   - **L.** County planning organizations
   - **M.** Commonwealth agencies

2. **What types of projects are eligible under this program?** The intent of this program is to fund worthwhile, relatively low-cost projects that improve the safety and mobility of the traveling public. The kinds of eligible projects vary widely from improvements to traffic signals, to roadway improvements at signalized intersections, to school zones, guiderail, and roadside safety. Improvements recommended by LTAP programs such as the Local Safe Roads Communities and Walkable Communities are also eligible. Check out this link for a list of eligible project types.

3. **Is there a local match requirement for the program?** No, but cost sharing is encouraged. Keep in mind that if costs are shared, those partner funds must be available at the time the ARLE application is submitted.

4. **How much funding is available for the program?** This varies year by year due to fines levied, but the program has provided between $3 million and $8.8 million each year.

5. **Are multi-municipal projects/applications accepted?** Yes. Multi-municipal submissions are encouraged and will be given priority. A lead agency must be identified and resolutions from each of the participating municipalities giving authority to the lead agency must be submitted as part of the application.

6. **How many applications can I submit?** The number of applications a sponsor may submit is not limited.

7. **Has PennDOT established funding priorities for the eligible projects?** Priority will be given to projects that demonstrate a positive impact on safety and mobility. Multi-municipal applications are encouraged and will be given priority.

8. **What are the selection criteria?** The selection committee will evaluate applications based upon the following criteria:
<table>
<thead>
<tr>
<th><strong>Grant Selection Criteria Description</strong></th>
<th><strong>Grant Selection Questions</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sponsor's past maintenance and operation history</td>
<td>At what level does the applicant maintain and operate their existing traffic control devices? (Higher level of maintenance scores higher)</td>
</tr>
<tr>
<td>Project Benefits</td>
<td>How does the project improve safety, enhance mobility, reduce congestion, and reduce greenhouse gases? (Higher score for more benefits)</td>
</tr>
<tr>
<td>Project Cost</td>
<td>Is the request within the scope of available funds? Is the project cost-effective?</td>
</tr>
<tr>
<td>Previous grant project type results</td>
<td>Does the applicant have a successful track record of completing projects in an efficient and effective manner?</td>
</tr>
<tr>
<td>Previously completed projects by the sponsor</td>
<td>Did the applicant receive prior ARLE grant funds? (Higher score for no receiving funds previously.)</td>
</tr>
<tr>
<td>Cost sharing</td>
<td>Are there matching funds from other sources? (Higher score for matching funds.)</td>
</tr>
<tr>
<td>Origination of ARLE Funds</td>
<td>Did the funds originate from the municipality that is applying for the grant? (Higher score if ARLE funds originate from the municipality.)</td>
</tr>
</tbody>
</table>

### 9. Who reviews my application submission?
Grant applications are reviewed by a selection committee identified within Title 75 (Vehicle Code), Section 3116. The Director of the Center for Program Development and Management, along with the Director of the Highway Safety and Traffic Operations Division of the Bureau of Maintenance and Operations will work with the ARLE Funding selection team to make awards as timely as possible.

### APPLICATION REQUIREMENTS:

#### 10. What attachments are required as part of the application submission?
The application is a three-page form, most of which describes the additional information that is to be included with the application form. Generally, requested attachments help the application review team to learn:
- Project justification
- Project location
- Anticipated project implementation schedule if grant is awarded
- Detailed cost estimate
- Any other documents or plans necessary to convey project intent
- Contact information

#### 11. Does PennDOT require an electronic submission of the application materials or is a hard-copy submission acceptable?
Applications should only be submitted electronically to the Department as indicated in the Pennsylvania Bulletin announcement (see [http://www.pabulletin.com/index.asp](http://www.pabulletin.com/index.asp) for instructions). If a sponsor has difficulty submitting their application electronically, or needs assistance with the submittal process, please email
ARLEGrants@pa.gov.

**2015 ARLE PROGRAM (YEAR 6):**

1. **How will the application process be advertised?** A formal announcement will be placed in the Pennsylvania Bulletin ([http://www.pabulletin.com/index.asp](http://www.pabulletin.com/index.asp)) and materials will be available on PennDOT’s Traffic Signal Website ([www.dot.state.pa.us/signals](http://www.dot.state.pa.us/signals)). Announcements will also be communicated through municipal organizations and PennDOT Municipal Services representatives.

2. **What is the anticipated application period?** PennDOT anticipates that the application timeframe will begin June 1, 2015 and remain open until September 1, 2015.

3. **When will grant recipients be announced?** The announcement of awards are expected by late summer or early fall.

4. **How will I know if my project was selected?** Sponsors of selected projects are notified by letter, which includes follow-up instructions.

5. **How will I know if my project was not selected?** Sponsors of projects that are not selected for a grant are also notified by letter.

6. **When can sponsors start their project and how long does the sponsor have to complete the project?** Projects can be initiated upon the finalization of an ARLE reimbursement agreement (required for grant award winners) with the Department. Projects must be completed within 3 years from the date of ARLE reimbursement agreement execution. All grant award work cannot be completed started until an ARLE reimbursement agreement is completed.

7. **What if my project won’t be completed within 3 years?** Grant awards will be canceled for projects that are not completed within 3 years, but the Department will communicate with sponsors during the project to try to avoid overextensions of scheduling limits.

8. **What if my project needs more funds?** Additional funds will not be available for cost overruns.

9. **What are the procedures for project execution?** All ARLE grant award projects are considered a local lead project; therefore a PennDOT ARLE Reimbursement Agreement is required. The PennDOT District Office will prepare the ARLE Reimbursement Agreement and assist the Local Project Sponsor with the execution process.
Appendix D

ARLE Program Reimbursement Agreement
EFFECTIVE DATE (Department will insert) AGREEMENT NO. _
COUNTY FID NO. _
SPONSOR SAP VENDOR NO. _

MPMS NO. _

AUTOMATED RED LIGHT ENFORCEMENT PROGRAM PROJECT FUNDING AGREEMENT—INDIVIDUAL PROJECTS

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“DEPARTMENT”),

and

the , of the Commonwealth of Pennsylvania, acting through its proper officials (“SPONSOR”).

WITNESSETH:

WHEREAS, Section 3116(l)(2) of the Vehicle Code, 75 Pa. C.S. 3116(l)(2), relating to automated red light enforcement systems in first class cities, provides that fines imposed for violation of this section, after deduction of operation and maintenance costs, shall be remitted to the DEPARTMENT for deposit into the Motor License Fund; and,

WHEREAS, Section 3116(l)(2) of the Vehicle Code, 75 Pa. C.S. 3116(l)(2), provides further that the DEPARTMENT shall use the fines to develop, by regulation, an Automated Red Light Transportation Enhancements Grant Program (“Program”); and,

WHEREAS, 67 Pa. Code Chapter 233 contains the DEPARTMENT regulations setting forth the requirements, criteria and procedures applicable to projects funded through the Program; and,
WHEREAS, the Program is 100 percent state-funded from a separate restricted account (Appropriation 244) within the Motor License Fund; and,

WHEREAS, the Program is distinct and separate from the federally-funded Transportation Enhancements Program administered by the DEPARTMENT; and,

WHEREAS, local governments, planning organizations and Commonwealth agencies are eligible to serve as sponsors for projects funded through the Program; and,

WHEREAS, the projects eligible for funding are those that improve highway safety and mobility and reduce congestion; and,

WHEREAS, the DEPARTMENT may or may not fully fund the entire cost of a project approved for participation in the Program; and, even though matching funds are not required, the SPONSOR will be financially responsible for any costs not covered by state funding; and,

WHEREAS, the DEPARTMENT, following review of the SPONSOR's application (“Application”), which is incorporated by reference as though physically attached to this Agreement, has selected its project, more fully described below in Paragraph 2 (“Project”) and as further described in its Application, for participation in the Program and has extended an offer of funding to it; and,

WHEREAS, the SPONSOR has signified its willingness to participate in the Program by accepting the offer; entering into this Agreement; and proceeding with the Project in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties, intending to be legally bound, agree to the following:

N. RECITALS
The recitals set forth above are incorporated by reference as a material part of this Agreement.

O. GENERAL PROVISIONS

1. The SPONSOR, subject to the payment procedures set forth in this Agreement, shall participate in the design and construction of the improvements constituting the Project at the following location in accordance with plans, policies, procedures and specifications prepared and/or approved by the DEPARTMENT; the conditions of this Agreement; the regulations promulgated at 67 Pa. Code Chapter 233; the document entitled “Automated Red Light Enforcement Transportation Enhancement Grants from Automated Red Light Enforcement System Revenues – Policy,” dated November 2010 and any amendments and supplements to it (“Policy Document”); and, depending upon the scope of work, the most current version of either DEPARTMENT Publication No. 9, Policies and Procedures for the Administration of the County Liquid Fuels Tax Act of 1931 and Act 44 of 2007 and the Liquid Fuels Tax Act 655 Dated 1956 and as Amended (“Publication 9”), or DEPARTMENT Publication No. 740, Local Project Delivery Manual (Publication 740”), both of which are incorporated into this Agreement by reference as though physically attached to it:

Type of Improvement

Location

2. The SPONSOR shall complete the preliminary engineering, including environmental studies, final design, utility relocation, right-of-way acquisition, construction and construction inspection, as outlined in this Agreement, for the each project undertaken (“Project”) in accordance with policies, procedures and
specifications prepared or approved by the DEPARTMENT and the conditions of this Agreement.

3. The DEPARTMENT intends to allow the SPONSOR as much flexibility as possible in the performance of the Project, consistent with the regulations at 67 Pa. Code Chapter 233, the Policy Document, and the standards and criteria contained in the DEPARTMENT publications specified in Chapter 6 of the Policy Document. Furthermore, the DEPARTMENT intends to allow the Engineering District as much flexibility as possible in the administration and oversight of the Project, consistent with statute, regulation and policy, including determination of which unit or program area within the Engineering District shall exercise the administrative and oversight functions.

4. All changes to terms and conditions of this Agreement must be in the form of a fully executed supplemental agreement signed by the same entities that executed the original agreement.

P. DESIGN

1. The SPONSOR, with its own forces or by contract, shall design the Project. The design shall be in accordance with 67 Pa. Code § 233.10; the standards and criteria contained in the current versions of the DEPARTMENT publications specified in Chapter 6 of the Policy Document; and such other standards, criteria, policies and procedures as the DEPARTMENT may issue from time to time relating to projects funded by the Program. If the DEPARTMENT is providing Program funding assistance for Project design activities, Exhibit “A” attached to and made part of this Agreement will so indicate, with the estimated cost and amount of assistance. If not, the SPONSOR shall have sole financial responsibility for all design costs.

2. The SPONSOR shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the Project. This
obligation includes, where necessary, preparing or revising environmental reports or other documents required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At the DEPARTMENT’s request, the SPONSOR, prior to advertising and letting the Project, shall furnish the DEPARTMENT with evidence of the approvals and permits, licenses and, where necessary, approved environmental documents.

Q. UTILITY, RIGHT-OF-WAY AND PUC MATTERS

If the Project involves utility relocation, right-of-way acquisition or application to the Pennsylvania Public Utility Commission (“PUC”), the SPONSOR shall proceed in accordance with the standards and criteria contained in Publication 740 and any DEPARTMENT policies, publications, manuals or other documents referenced therein or otherwise applicable to these matters.

R. AVAILABILITY OF MUNICIPAL FUNDS

1. The SPONSOR, by executing this Agreement, certifies that it has on hand, or will obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this Agreement. Further, the SPONSOR, and not the DEPARTMENT, shall provide all funds needed to pay any costs incurred in excess of those costs eligible for state assistance and shall bear such excess costs. The SPONSOR shall be solely responsible for one hundred percent (100%) of this portion of the total Project costs. The SPONSOR may use any combination of funds from its own budget and/or outside sources, whether public or private.

2. If the DEPARTMENT changes payment procedures to a reimbursement basis, as provided below in Subparagraphs 9(f) and (g), so that the SPONSOR is required to pay its contractors, consultants or suppliers first, or if the SPONSOR for its own reasons chooses to pay contractors, consultants or suppliers first and then seek
reimbursement from the DEPARTMENT, the SPONSOR may use moneys from its Liquid Fuels Tax Fund account for the payments, subject to the following conditions:

- The activity or item shall be otherwise eligible as a Liquid Fuels Tax Fund expenditure, in accordance with the relevant statutes governing allocations to and expenditures from the Liquid Fuels Tax Fund account; 67 Pa. Code Chapter 449, relating to Liquid Fuels Tax Funds; and Publication 9; and

- Following reimbursement by the DEPARTMENT, the SPONSOR shall promptly repay its Liquid Fuels Tax Fund account in an amount equal to the amount of Liquid Fuels Tax Fund moneys expended and shall provide the DEPARTMENT with documentation evidencing the repayment.

S. CONTRACT DEVELOPMENT

1. The SPONSOR, by contract or with its own forces, shall be responsible for all work involved with contract development, including preparation of all plans, specifications, estimates (“PS&E”) and bid proposal documents required to bid the Project. Exhibit “B,” attached to and made a part of this Agreement, lists the documents that may be required for the bid proposal. All work shall conform with applicable state laws and requirements including, but not limited to, those outlined in the most current version of Publication 9.

2. The SPONSOR, upon completion, shall submit all required bid documents to the DEPARTMENT for review and approval. The DEPARTMENT shall prepare the bid proposal documents required to bid the Project. However, where the SPONSOR is allowed to handle bidding and award itself, as provided in Paragraph 7, the SPONSOR shall be responsible for preparing all bid proposal documents and submitting them to the DEPARTMENT for review and approval. The DEPARTMENT then shall issue an authorization to advertise for bids, upon:
• Approval of a right-of-way certification (if applicable);

• Approval of a Utility Clearance Assurance Statement (if applicable);

• Completion of the PS&E review; and

• Satisfactory resolution of any comments.

3. The DEPARTMENT, prior to issuance to prospective bidders, must review and approve any addenda to the approved bid documents.

4. All bid documents shall require that the contractor be prequalified by the DEPARTMENT pursuant to 67 Pa. Code Chapter 457, Prequalification of Bidders, and that the contractor use only DEPARTMENT-certified materials.

5. All bid documents shall require that the prospective bidders name the SPONSOR as an additional insured on the certificate of insurance.

T. LETTING AND AWARD

1. If the SPONSOR has in place procedures that the DEPARTMENT has previously approved, allowing the SPONSOR to handle the bidding and award itself, the SPONSOR shall advertise for bids, open bids and award the construction contract in its own name, in accordance with applicable state laws and requirements. Otherwise, the DEPARTMENT shall advertise for bids, open bids and award the construction contract in the name of the SPONSOR, in accordance with the same state laws and requirements. In either case, the SPONSOR shall execute the contract and issue the notice to proceed.
2. At the SPONSOR’s option and subject to the approval of the Engineering District, the SPONSOR may request that the DEPARTMENT bid the Project on the SPONSOR’s behalf electronically through the Engineering and Construction Management System (“ECMS”). In that case, after ECMS has been populated with all required bid documents, the DEPARTMENT shall advertise for bids, open bids and with the concurrence of the SPONSOR (which will indicate its concurrence electronically) award the construction contract in the name of the SPONSOR, all in accordance with DEPARTMENT Publication No. 526, ECMS Municipal/Sponsor Guidance. The SPONSOR shall enter into and execute the contract with the successful bidder electronically through ECMS. Following coordination with the SPONSOR, the DEPARTMENT shall issue the notice to proceed through ECMS to the contractor.

U. CONSTRUCTION INSPECTION

1. The SPONSOR, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version of DEPARTMENT Publication No. 408, Specifications, and its amendments and supplements. The SPONSOR shall provide the proper supervision and construction inspection to ensure that all work is in accordance with the most current version of Publication 9. The DEPARTMENT, based on requirements of the most current version of DEPARTMENT Publication 740, will determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the SPONSOR’s inspectors. Normally at least one full-time inspector is required for each project. The DEPARTMENT will oversee the Project but will not provide these inspection services, except for inspection of work performed on state highways, which the DEPARTMENT will conduct with its own forces or by contract.
2. In addition to the inspection services that the SPONSOR shall provide pursuant to subparagraph (a) above, the DEPARTMENT, another agency of the Commonwealth, or both, or a person designated or authorized by the DEPARTMENT shall have the absolute right to conduct, without notice, inspections related to the Project in accordance with 67 Pa. Code § 233.12, relating to inspections. Furthermore, the DEPARTMENT shall have right to conduct additional Project-related inspections and testing as otherwise provided in the regulations.

V. PAYMENT PROCEDURES AND RESPONSIBILITIES

1. Subject to the terms set forth in this Agreement and the requirements of 67 Pa. Code § 233.13, relating to payment procedures and in conformance with the policies adopted by the DEPARTMENT, the DEPARTMENT, from funds allocated by the General Assembly for the Program, shall make payment to the SPONSOR for the allowable construction costs of the Project. Exhibit "A" sets forth the activities or phases being reimbursed, their estimated costs and the amount of financial assistance being provided under the Program. As provided in 67 Pa. Code § 233.9(c), relating to grant conditions, the assistance provided may or may not fully fund the entire construction costs of the Project.

2. The SPONSOR shall submit to the DEPARTMENT payment requests for the following items:

- Allowable costs for work performed by the SPONSOR’s forces on the Project;

- Work performed on the Project by the SPONSOR’s contractor(s) or consultant(s);

- Materials, supplies and equipment provided for the Project by vendors; and
• Allowable costs incurred in the acquisition of right-of-way, utility
  relocations or both, if the Project involves these activities and Program
  funding assistance is being made available for them.

3. Payment requests shall be limited to monthly submissions and shall include actual cost
documentation, consisting of approved contract estimates of work-in-place, approved
invoices or other evidence of incurred costs, satisfactory to the DEPARTMENT.

4. The SPONSOR is obligated to submit to the DEPARTMENT invoices from its
  contractor(s) and vendor(s) as it receives them, in accordance with the submission
  schedule set forth above, to assure prompt payment of the contractor(s) and vendor(s) for
  work performed and materials supplied to date.

5. Following review and approval of the payment request, the DEPARTMENT shall pay
  the SPONSOR for the DEPARTMENT’s share of allowable Project costs.

6. The SPONSOR shall pay the DEPARTMENT’s share and, to the extent that the
  DEPARTMENT is not fully funding the entire costs of either the Project itself or a
  particular phase thereof, the SPONSOR’s share of these costs to its contractor(s) and
  vendor(s) within thirty (30) calendar days from receipt of the DEPARTMENT’s payment;
  provided, however, that the final ten percent (10%) of the total payment shall not be
  paid by the SPONSOR until final inspection and approval of the Project. The
  SPONSOR, as part of its record-keeping obligation, shall maintain records of receipt
  and payment of such funds. Failure to comply with this subparagraph or the
  requirements of Subparagraph (d) above relating to submission of invoices, shall
  constitute a default, and the DEPARTMENT shall have the right to change payment
  procedures unilaterally to a reimbursement basis. If the SPONSOR is a political
  subdivision, the DEPARTMENT shall have the additional right to invoke Paragraph 14
  below, relating to withholding of Liquid Fuels Funds.
7. If the DEPARTMENT changes payment procedures unilaterally to a reimbursement basis, as provided in Subparagraph (f) above, or if the SPONSOR for its own reasons proceeds on a reimbursement basis, the following procedures shall apply:

- The SPONSOR shall submit to the DEPARTMENT not more frequently than once per month its requests for reimbursement.

- These requests shall include by way of supporting documentation verification of payment of the consultant(s) or contractor(s) by means of a copy of the cancelled check or a certified letter from the consultant(s) or contractor(s) or vendor(s) acknowledging payment.

- After reviewing the verification concerning payment of the consultant(s) or contractor(s) or vendor(s) and material certifications and determining the payment requests to be satisfactory, the DEPARTMENT shall approve them for payment.

- Upon approval of the requests, the DEPARTMENT shall forward to the Office of Comptroller Operations a cover letter containing the agreement number, project number, amount paid by the SPONSOR and state participation amount, together with a copy of the supporting documentation. The Office of Comptroller Operations will process these requests for payment of the state-funded portion.

- As Program funds are made available, the DEPARTMENT shall reimburse the SPONSOR for the approved charges, up to the amount of state participation.

8. The SPONSOR shall be responsible for all costs not paid for or reimbursed by the DEPARTMENT with Program funds, including, but not limited to the following:
• Any and all costs relating to or resulting from changes made to the approved plans or specifications;

• Time delays and extensions of time or termination of construction work;

• Interest for late payments;

• Interest incurred by borrowing money;

• Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;

• Unforeseen utility relocation costs;

• Unforeseen costs for environmental litigation and reports; and

• All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design or construction of the Project.

This provision shall not preclude the SPONSOR from modifying the scope of the Project, with the approval of the DEPARTMENT, in the event that the costs exceed the available funds.

9. The DEPARTMENT shall not reimburse the SPONSOR for additional or extra work done or materials furnished if not specifically provided for in the approved plans and specifications, unless the DEPARTMENT has issued prior written approval of the additional or extra work or materials. If the SPONSOR performs
any work or furnishes any materials without the DEPARTMENT’s prior written approval, the SPONSOR does so at its own risk, cost and expense. The SPONSOR shall not interpret the DEPARTMENT’s approval as authority to increase the maximum amount of state assistance in Subparagraph (b) above.

10. The SPONSOR shall be responsible for payment of inspection costs incurred by the DEPARTMENT for work on state highways. If the Project includes these inspection costs, they appear as estimates on Exhibit “A.” The DEPARTMENT shall invoice the SPONSOR for the inspection costs on a monthly basis. Failure by the SPONSOR to reimburse the DEPARTMENT within thirty (30) days of receipt of the DEPARTMENT’s invoice shall cause the SPONSOR to be in default of payment. In the event of such default, the DEPARTMENT may, in its sole discretion, consider the Project to be terminated, whereupon the SPONSOR shall be obligated to reimburse all DEPARTMENT funds in accordance with Paragraph 11 below.

11. The SPONSOR shall submit its final invoices for payment or reimbursement, as the case may be, of the items set forth in Subparagraph (b) above to the DEPARTMENT within one (1) year of the acceptance of the Project. If the SPONSOR fails to submit its final invoices within this one- (1-) year period, it may forfeit all remaining state financial participation in the Project.

W. RECORDS AND AUDIT REQUIREMENTS

The SPONSOR shall comply with the recordkeeping and audit requirements prescribed by 67 Pa. Code § 233.11 and as further set forth in the Policy Document and shall allow the DEPARTMENT or any other authorized representatives of the Commonwealth access to its books, documents, papers and records pertinent to this Project for purposes of audit and examination during the Project construction period and thereafter for the period specified by the regulation.
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, the SPONSOR shall keep, and shall require its contractor(s), to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable. The SPONSOR shall include in any contract into which it enters with respect to the Project a clause allowing the DEPARTMENT or any other authorized representatives of the Commonwealth access to the records of the SPONSOR’s contractor or vendor for purposes of accounting and audit.

X. ABANDONMENT OR POSTPONEMENT OF PROJECT

If the SPONSOR abandons or indefinitely postpones the Project, it may terminate this Agreement by sending the DEPARTMENT a thirty- (30-) day written notice of termination, with the understanding that, since the DEPARTMENT will not participate in any costs of a Project that is not completed and since the DEPARTMENT must be reimbursed for all costs incurred by it for the Project, the SPONSOR must reimburse the DEPARTMENT accordingly. Furthermore, the DEPARTMENT itself may consider the Project to be abandoned because of lack of activity on the Project by the SPONSOR or failure to pay its contractor(s) or consultant(s). In either case, the SPONSOR shall reimburse the DEPARTMENT, within thirty (30) days of receipt of a statement from the DEPARTMENT, in an amount equal to the sum of (i) all state funds received by the SPONSOR for redeposit into Appropriation 244 of the Motor License Fund and (ii) all costs incurred by the DEPARTMENT under this Agreement prior to receipt of notice of termination that have not been reimbursed by the SPONSOR.

Y. MAINTENANCE AND OPERATION OF IMPROVEMENTS

7. For improvements situated within local roads and rights-of-way, the following requirements apply:

- The SPONSOR, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement. The SPONSOR shall establish a formalized maintenance program to ensure an acceptable level of
physical integrity and operation consistent with original design standards. The SPONSOR certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:

- Periodic inspections;
- Functional review of traffic operations;
- Appropriate preventative maintenance, which shall include, where applicable, cleaning, lubricating and refurbishing of electrical equipment;
- A systematic record-keeping system; and
- A means to handle the notification and implementation of emergency repairs.

As part of this required maintenance program, the SPONSOR shall establish or maintain, if it is not doing so already, a functional traffic engineering unit in conformity to Exhibit “H,” attached to and made a part of this Agreement.

- The existence of functioning maintenance and operation services shall not exempt the SPONSOR from complying with the provisions of the Vehicle Code (75 Pa. C.S. § 101 et seq.), as amended, pertaining to traffic control devices, or with applicable provisions of the State Highway Law (36 P.S. § 670-101 et seq.), as amended.
- The SPONSOR and the DEPARTMENT agree that each party shall administer, enforce and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements, including parking regulations and traffic controls as necessary. The parties further agree that the enforcement
obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law of 1945, as amended, as well as those ordinances, rules and regulations issued by appropriate governmental agencies in implementation of these statutes.

• The SPONSOR acknowledges that the DEPARTMENT may disqualify the SPONSOR from future state participation on SPONSOR-maintained projects if the SPONSOR fails to:
  • Provide for the proper maintenance and operation of the completed improvements; or
  • Maintain and enforce compliance with any statutes, regulations or ordinances under its jurisdiction necessary for the operation of the improvements.

• The SPONSOR agrees that the DEPARTMENT shall withhold state funds until one or both of the following (as applicable) have taken place:
  • The SPONSOR has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the DEPARTMENT.
  • The SPONSOR has brought the traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to the DEPARTMENT.

• This Agreement is without prejudice to the right of the SPONSOR to receive reimbursement for maintenance costs from any railroad or party other than the DEPARTMENT, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.
8. For improvements situated within DEPARTMENT roads and rights-of-way, the DEPARTMENT, as the entity exercising authority and jurisdiction over those roads and rights-of-way, shall operate and maintain all of the completed improvements financed with Program funds as part of the state highway system, consistent with the requirements of the Vehicle Code, as amended; the State Highway Law of 1945, as amended; and Commonwealth regulations; provided, however, that the following requirements shall apply to the following specific types of improvements:

- If there is any signalization, it shall be operated by the SPONSOR, pursuant to a separate traffic signal maintenance agreement between the DEPARTMENT and the SPONSOR and a traffic signal permit issued by the DEPARTMENT to the SPONSOR. If there are official traffic-control devices other than signalization, the SPONSOR shall operate them in accordance with the approvals or authorizations issued by the DEPARTMENT to the SPONSOR.

- Maintenance responsibility for curbing, sidewalks and other improvements situated beyond the curb face or curb lines shall be in accordance with the current version of DEPARTMENT Publication No. 23, Maintenance Manual.

- Maintenance responsibility for drainage improvements shall be in accordance with the current version of DEPARTMENT Publication No. 23, Maintenance Manual.

- The SPONSOR shall be responsible for maintenance of crosswalks. In addition, the SPONSOR shall be responsible for maintenance of the DEPARTMENT’s roadway on either side of the crosswalk for such distance as the DEPARTMENT shall prescribe.

Z. SAVE HARMLESS

The SPONSOR shall indemnify, save harmless and defend (if requested) the
Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, relating to personal injury, including death, or property damage, arising out of the preliminary engineering, final design, right-of-way acquisition, utility relocation, construction, operation or maintenance of the Project improvements, by the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the SPONSOR, its consultant(s) or contractor(s), their officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

AA. WITHHOLDING OF LIQUID FUELS FUNDS (POLITICAL SUBDIVISIONS ONLY)

If the SPONSOR is a political subdivision and it 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 forty-five (45) days, the SPONSOR authorizes the DEPARTMENT to withhold so much of the SPONSOR’s Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due under this Agreement; and the SPONSOR authorizes the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

BB. REQUIRED CONTRACT PROVISIONS

The parties agree, and the SPONSOR shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, 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, antisolicitation, information and reporting provisions. The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Commonwealth Nondiscrimination/Sexual
Harassment Clause, which is attached as Exhibit “C” and made a part of this Agreement. As used in this clause, the term “Contractor” means the SPONSOR.

CC. CONTRACTOR INTEGRITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Integrity Provisions, which are attached as Exhibit “D” and made a part of this Agreement. As used in these provisions, the term “Contractor” means the SPONSOR.

DD. OFFSET PROVISION

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

EE. TERMINATION OF AGREEMENT FOR LACK OF FUNDS

The DEPARTMENT may terminate this Agreement if the DEPARTMENT does not receive the necessary state funds allocated for the purpose stated in this Agreement. Termination shall become effective as of the termination date specified in the DEPARTMENT’s written notice of termination to the SPONSOR specifying the reason for termination. The DEPARTMENT shall reimburse the SPONSOR for all eligible work performed under this Agreement up to the date of the notice of termination, or such other date that the notice of termination shall specify.

FF. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT
The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Provisions Concerning the Americans with Disabilities Act, which are attached as Exhibit “E” and made a part of this Agreement. As used in these provisions, the term "Contractor" means the SPONSOR.

GG. CONTRACTOR RESPONSIBILITY PROVISIONS

The SPONSOR shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Responsibility Provisions, which are attached as Exhibit “F” and made a part of this Agreement. As used in these provisions, the term “Contractor” means the SPONSOR.

HH. ELECTRONIC ACCESS TO ENGINEERING AND CONSTRUCTION MANAGEMENT SYSTEM

The DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, has established a program whereby political subdivisions and other entities, both public and private, are permitted to register as DEPARTMENT business partners in order to access ECMS for the purpose of electronically submitting technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects. If the SPONSOR has not already executed a Business Partner Agreement and registered with the DEPARTMENT as a business partner, to be authorized electronic access to ECMS for the purposes of entering information into and exchanging data with ECMS, the SPONSOR, by executing this Agreement, authorizes the DEPARTMENT to enter electronically the data necessary to register the SPONSOR as a DEPARTMENT business partner. The SPONSOR understands and acknowledges that registration as a business partner is necessary for it to receive payment for the Project. Furthermore, by becoming registered as a business partner, the SPONSOR agrees to the following conditions:
1. The SPONSOR is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to ECMS. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The SPONSOR is responsible for the procurement and cost of any data communications lines required to connect to ECMS. The SPONSOR is responsible for the cost of telephone lines and usage.

2. The SPONSOR will be permitted access to ECMS as the DEPARTMENT shall direct.

3. The SPONSOR shall implement appropriate security measures to insure that only authorized employees of the SPONSOR will have access to and enter data into the System. The SPONSOR agrees to assign only its current employees User Identification Internet System access codes (“User ID codes”) provided to the SPONSOR by the DEPARTMENT. The SPONSOR agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The SPONSOR agrees to accept full responsibility for controlling the User ID codes that the SPONSOR assigns to the employees of the SPONSOR. The SPONSOR agrees to deactivate an employee’s User ID code immediately upon the employee’s separation and/or dismissal from the employ of or association with the SPONSOR. The SPONSOR agrees that the SPONSOR’S employees may not share User ID codes. The SPONSOR agrees to be responsible for the items submitted under one of its assigned User ID codes.

4. The DEPARTMENT shall make provisions for the SPONSOR to obtain initial training for ECMS. This training may not include any non-ECMS program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make
ECMS available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when ECMS databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.

II. AUTOMATED CLEARING HOUSE PROVISIONS

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

1. The DEPARTMENT will make payments to the SPONSOR through ACH. Within ten (10) days of the execution of this Agreement, the SPONSOR must submit or must have already submitted its ACH information on an 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 of Pennsylvania’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.

2. The SPONSOR 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 SPONSOR to properly apply the state agency’s payment to the respective invoice or program.

3. It is the responsibility of the SPONSOR 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.
JJ. 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 SPONSOR shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “G” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the SPONSOR.

KK. COMPLETION OF WORK

The SPONSOR shall complete the work under this Agreement no later than three (3) years from the effective date shown on Page 1.

LL. EFFECTIVE DATE OF AGREEMENT

This Agreement and the authorizations granted in it shall not be effective until 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.
IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST:                                           SPONSOR*

Title: _______________________________ Date: ____________

BY_                                           BY_

Title: _______________________________ Date: ____________

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY COMMONWEALTH OF

PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_                                           Date

District Executive
Contract No. , is split 0%, expenditure amount of $0 for federal funds and 100%, expenditure amount of $ 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 Red Light Photo Enforcement Program; 6024400001.

*SPONSOR’s resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers’ titles in the blanks provided and date all signatures.
### PROJECT ESTIMATED COSTS

<table>
<thead>
<tr>
<th>Phase</th>
<th>SPONSOR- Incurred Costs</th>
<th>Commonwealth- Incurred Costs</th>
<th>Phase Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Final Design</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Construction</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

### COST SHARING (SPONSOR- Incurred Costs)

<table>
<thead>
<tr>
<th>Phase</th>
<th>State (100%)</th>
<th>SPONSOR (0%)</th>
<th>Phase Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Engineering</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Final Design</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Construction</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

### COST SHARING (Commonwealth- Incurred Cost)

<table>
<thead>
<tr>
<th>Phase</th>
<th>State (0%)</th>
<th>SPONSOR (0%)</th>
<th>Phase Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Engineering</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Final Design</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Construction</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

### TOTAL COST

<table>
<thead>
<tr>
<th>State</th>
<th>SPONSOR</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>($</td>
<td>($0)</td>
<td>($</td>
</tr>
</tbody>
</table>

COUNTY: 
SPONSOR: 
PROJECT NAME: 
Project Agmt. No.: 

Exhibit “A” 
Page 1 of 1
PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

E. Plans and Estimates

All Original Plan Sheets
Engineer’s Pre-Bid Construction Cost Estimate

F. Bid Proposal and Specifications (to prospective bidders)
Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder’s Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference (if any) Award of
Contract
Anticipated Notice to Proceed Date Sworn
Affidavit
Act 287
Act 247
Air Pollution Control
Utilities Specifications
General Contract Conditions

Attachments

Pre-bid Construction Schedule Notice
Prevailing Minimum Wage
Special Supplement—Anti-Pollution Measures Commonwealth
Nondiscrimination/Sexual Harassment Clause
Nondiscrimination/Sexual Harassment Clause [Contracts]

The Contractor agrees:

k. 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, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

l. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

m. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

n. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

o. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the “Monthly Contract Compliance Report for Construction Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

p. 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.

q. 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.
January 14, 2015

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.

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

  - "**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.

  - "**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.

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

  - "**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.

  - "**Financial Interest**" means either:

    - Ownership of more than a five percent interest in any business; or

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

  - "**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.

  - "**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.

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

  - 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.
• 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.

• 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.

• 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.

• Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  • been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  • been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  • had any business license or professional license suspended or revoked;
  • 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
  • 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.
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).*

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.

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.

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.

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.
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:

D. 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.

E. 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.
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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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](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

Enclosure 1 to Management Directive 215.9 Amended
**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.
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.
1. The MUNICIPALITY must provide for the proper maintenance of all completed projects under its jurisdiction. To comply with this federal requirement, the MUNICIPALITY shall establish or maintain a functional traffic engineering unit throughout the design life of all projects.

2. A functional traffic engineering unit consists of, at a minimum:
   (a) A competent and qualified traffic engineer; and
   (b) A maintenance staff with at least one licensed electrician skilled in the operation and repair of traffic signal equipment.

3. To be considered capable of effectively maintaining completed projects, the municipal maintenance staff must be provided with the proper equipment and materials necessary, at a minimum, to:
   (a) Repair and replace worn out or damaged signal equipment;
   (b) Install new and replace damaged or obsolete traffic signs; and
   (c) Install or replace paint and thermoplastic pavement markings.

4. The MUNICIPALITY should evaluate its present and proposed organizational charts to determine if the MUNICIPALITY is capable of providing a functional traffic engineering unit within its government. Guidelines for considering the inclusion of a functional traffic engineering unit have been published by the Institute of Traffic Engineers (“ITE”), and should be reviewed by MUNICIPALITY in evaluating their organizational chart. The ITE guidelines make reference to the Model Traffic Ordinance (Uniform Vehicle Code and Model Traffic Ordinance, published by the National Committee on Uniform Traffic Laws and Ordinances) as being the best method of providing the legal basis for establishing a traffic engineering function.

5. If the MUNICIPALITY is unwilling or unable to provide the traffic engineering function from within its organization, the MUNICIPALITY has the option of contracting with an outside agent or agency for the required traffic engineering expertise and maintenance.

   (a) In preparing to comply with this Exhibit, the MUNICIPALITY must select one of the following methods for providing a functional traffic engineering unit:

      (i) Municipal Traffic Engineer and Municipal Maintenance Staff;

      (ii) Contractual Traffic Engineer and Municipal Maintenance Staff;

      (iii) Contractual Traffic Engineer and Contractual Maintenance Staff; and

      (iv) Municipal Traffic Engineer and Contractual Maintenance Staff.

   (b) Depending on which method is chosen, the guidelines for the functional traffic engineering unit shall include, but not be limited to, the following:

      (i) **Municipal Traffic Engineer:**

         (1) A brief description of educational background and work experience, including length of employment as Municipal Traffic Engineer;

         (2) A description of duties assigned and powers delegated to the Municipal Traffic Engineer under municipal ordinance; and

         (3) A municipal organizational chart showing the Traffic Engineer’s position in the hierarchy of municipal government.

      (ii) **Municipal Maintenance Staff:**

         (1) The number of employees permanently assigned to this function and the number which may be assigned on a temporary basis;

         (2) A brief description of the organization of the staff, including the length of time that it has been in existence; and

         (3) A clear demonstration of the maintenance staff’s ability to properly maintain and repair traffic signal equipment.
(iii) **Contractual Traffic Engineer.**

(1) The MUNICIPALITY’s assurance that the Contractual Traffic Engineer hired is qualified and competent in all aspects of traffic engineering; and

(2) It will not be necessary to include the name and professional background of the individual or organization.

(iv) **Contractual Maintenance Staff:**

(1) A brief description of the organization to be hired, including a history of its experience in this field;

(2) The MUNICIPALITY’s assurance that the organization is capable of properly maintaining and repairing traffic signal equipment and that it has adequate staff available in case of emergency.
Appendix E

ARLE Time Extension Supplement
AUTOMATED RED LIGHT ENFORCEMENT PROGRAM PROJECT  FUNDING  
AGREEMENT—INDIVIDUAL PROJECTS  
NO-COST TIME EXTENSION SUPPLEMENT  

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

and  

the _____, of the Commonwealth of Pennsylvania, acting through its proper officials ("SPONSOR").  

WITNESSETH:  

WHEREAS, the DEPARTMENT and the SPONSOR, under the date of ________, entered into an agreement designated in the DEPARTMENT’s files as Agreement No. ________ ("Original Agreement"), wherein the DEPARTMENT and the SPONSOR agreed to participate in the design and construction of improvements within the SPONSOR’s municipal boundaries, consisting of _______________________________ ("Project"), to be funded under the Automated Red Light Transportation Enhancements Grant Program ("Program"); and,  

WHEREAS, the Program is 100 percent state-funded from a separate restricted account (Appropriation 244) within the Motor License Fund; and,  

WHEREAS, the effective date of the Original Agreement is ____________; and,  

WHEREAS, the Original Agreement obligated the SPONSOR to complete the work no later than three (3) years from the effective date shown on Page 1; and,
WHEREAS, the SPONSOR will not be able to complete the work within this three- (3-) year period because ________________; and,

WHEREAS, the SPONSOR requested from the DEPARTMENT a no-cost time extension, until ____________, to complete the work; and,

WHEREAS, the DEPARTMENT is willing to grant the requested time extension; and,

WHEREAS, the parties are entering into this Supplemental Agreement to signify the DEPARTMENT’s formal approval of the SPONSOR’s request.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties, intending to be legally bound, agree to supplement the Original Agreement as follows:

1. RECITALS

The recitals set forth above are incorporated by reference as a material part of this Supplemental Agreement.

2. TIME EXTENSION

Upon consideration of the SPONSOR’s request, the DEPARTMENT grants the SPONSOR a no-cost time extension until ___________ for completion of the work under the Original Agreement. This date supersedes the completion date set forth in Paragraph 24 of the Original Agreement. The DEPARTMENT is not authorizing any additional Project funding or any modifications to the scope of work in conjunction with this time extension.

3. ALL OTHER TERMS AND CONDITIONS

All other terms and conditions of the Original Agreement, which are not modified by this Supplemental Agreement, remain in full force and effect and are hereby ratified and confirmed.
4. EFFECTIVE DATE OF SUPPLEMENT

This Supplemental Agreement and the authorizations granted in it shall not be effective until 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.

[Remainder of page left blank intentionally]
IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement the date first above written.

ATTEST: 

SPONSOR*

BY

Title: ______________________  Date: __________

Title: ______________________  Date: __________

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY ____________________________  Date: __________

District Executive

APPROVED AS TO LEGALITY
AND FORM:

BY ____________________________  Date: __________

for Chief Counsel

Funds Commitment Doc. No. ______
Certified Funds Available Under
SAP No. ______
SAP Cost Center ______
GL Account ______
Amount ______

BY ____________________________  Date: __________

for Comptroller Operations

Preapproved Form:
OGC Form No. 18-FA-36.1
Appv’d OAG __/__/____

Contract No. ________ is split 0%, expenditure amount of $0 for federal funds and 100%, expenditure amount of $________ 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 Red Light Photo Enforcement Program; 6024400001.

*SPONSOR’s resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers’ titles in the blanks provided and date all signatures.
Appendix F

Sample Municipal Resolution
RESOLUTION

BE IT RESOLVED, by authority of the ____________________________,
(Name of governing body)
of the ____________________________, ______________________________________ County, and it
(Name of POLITICAL SUBDIVISION)
is hereby resolved by authority of the same, that the ____________________________ of
(Designate official title)
said POLITICAL SUBDIVISION be authorized and directed to sign the attached Automated Red Light
Enforcement Program Project Funding Agreement on its behalf.

ATTEST:

__________________________
(Name of POLITICAL SUBDIVISION)

__________________________
(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 POLITICAL SUBDIVISION)
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)
Appendix G

In-Kind Services Contribution Documentation
## In-Kind Contributions Documentation Template

<table>
<thead>
<tr>
<th>In-kind Contribution Type</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$260.00</td>
</tr>
<tr>
<td>Direct Expenses</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>Total for Fiscal Year</strong></td>
<td><strong>$2,260.00</strong></td>
</tr>
</tbody>
</table>

**Project Name:** Type municipality name

**Name of Municipality:** Type municipality name

**Project MPMS #:** Type project MPMS #
<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Position</th>
<th>Hourly Equivalent</th>
<th>Hours of Service</th>
<th>Total In-Kind Match</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-Feb-14</td>
<td>Joe Sample</td>
<td>technician</td>
<td>$65.00</td>
<td>4</td>
<td>$260.00</td>
<td>installation of LED bulbs</td>
</tr>
</tbody>
</table>

Total In-kind 4 $260.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Items Purchased (include quantity)</th>
<th>Total Price</th>
<th>Proof of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Feb-14</td>
<td>SAMPLE LED bulbs (15)</td>
<td>$ 2,000.00</td>
<td>check #1234</td>
</tr>
</tbody>
</table>

Total Cost of Purchases: $ 2,000.00