

**ATTACHMENT 13
ISRP AND RACP REQUIREMENTS**

2) Violations of SPPA.

In addition to the withholding of payments, any entity that willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a sub-contractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.

3) Applicability to Sub-Contract & Supply Contract.

The Sub-Grantee shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each sub-contractor and supplier.

B) Trade Practices Act.

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Sub-Grantee cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries products, as listed below, is not permitted:

1) Argentina.

Carbon steel wire rod and cold-rolled carbon steel sheet.

2) Brazil.

Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

3) South Korea.

Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.

4) Spain.

Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Sub-Grantee of responsibility to comply with those provisions of the Grant Agreement which prohibit the use of foreign-made steel and cast iron products.

C) *Public Works Contractor's Bond Law of 1967.*

Prior to the award of the Contract, the Sub-Grantee must furnish RAMC the following bonds from the construction contractor ("Contractor") which shall become binding upon the award of the Contract to the Contractor:

1) Performance Bond.

A performance bond at 100 percent of the Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.

2) Protection of claimants supplying labor or materials.

A payment bond at 100 percent of the Contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Sub-Grantee, or to any of its sub-contractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

D) *Pennsylvania Prevailing Wage Act.*

The Contract with the Contractor is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this Contract during the term hereof for the locality in which the work is to be performed.

E) *Americans With Disabilities Act.*

During the term of the Grant Agreement, the Sub-Grantee agrees as follows:

1) Hiring & Access.

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Sub-Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Sub-Grant Agreement, the Sub-Grantee 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 all benefits, services, programs, and activities provided by the Commonwealth through contracts.

2) Commonwealth Held Harmless.

The Sub-Grantee 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 Sub-Grantee's failure to comply with the provisions of paragraph 1 above.

F) *Fidelity Bond*

1) Evidence.

The Grantee shall procure and furnish evidence to the Commonwealth of a fidelity bond with coverage to be maintained under the administrative title of the position in amounts to be determined by the Commonwealth and the Grantee.

2) Larger Coverage.

No person shall be bonded under more than one position. An employee who performs more than one function requiring bonding shall be bonded under the position requiring the larger coverage.

G) *Insurance And Indemnification.*

1) Workers Compensation.

Sub - Grantee shall perform the activities under the Grant Agreement as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by the Grant Agreement.

2) Liability Insurance.

Without limiting the foregoing obligations, Sub-Grantee will provide and maintain comprehensive general liability and property damage insurance in the minimum amount

of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the Commonwealth from claims of bodily injury and of property damage arising out of any services or activities performed by the Sub-Grantee or its employees, agents, officers, assigns, or subcontractors under the Grant Agreement, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result of the execution of this project.

3) Commonwealth as an Additional Insured.

The Commonwealth shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the Commonwealth or its agents or employees. By signing the Grant Agreement, the Grantee certifies on behalf of the Sub-Grantee that the project has the insurance coverage required by this Article; that such coverage will be in effect for the duration of this Grant Agreement; and that the policies will not be canceled or changed unless at least 30 days prior notice has been given to Commonwealth. Upon request, the Sub-Grantee shall furnish proof of insurance as required by this section to the Commonwealth.

4) Hold Harmless.

The Sub-Grantee and Grantee shall hold the Commonwealth harmless from, and indemnify the Commonwealth against, any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the Sub-Grantee, its employees, agents, assigns, officers, or sub-contractors under the Grant Agreement, including claims arising under the Eminent Domain Code, and shall defend any and all actions or demands.

PART II. CERTIFICATION

I am aware of the Compliance Requirements of the Commonwealth of Pennsylvania identified in Part I above. I certify that to the best of my knowledge the _____ project will meet all of these requirements. I further certify that I am aware that the Compliance Requirements of the Commonwealth of Pennsylvania will be included as an attachment to the Sub-Grant Agreement.

Redevelopment Authority of Montgomery County

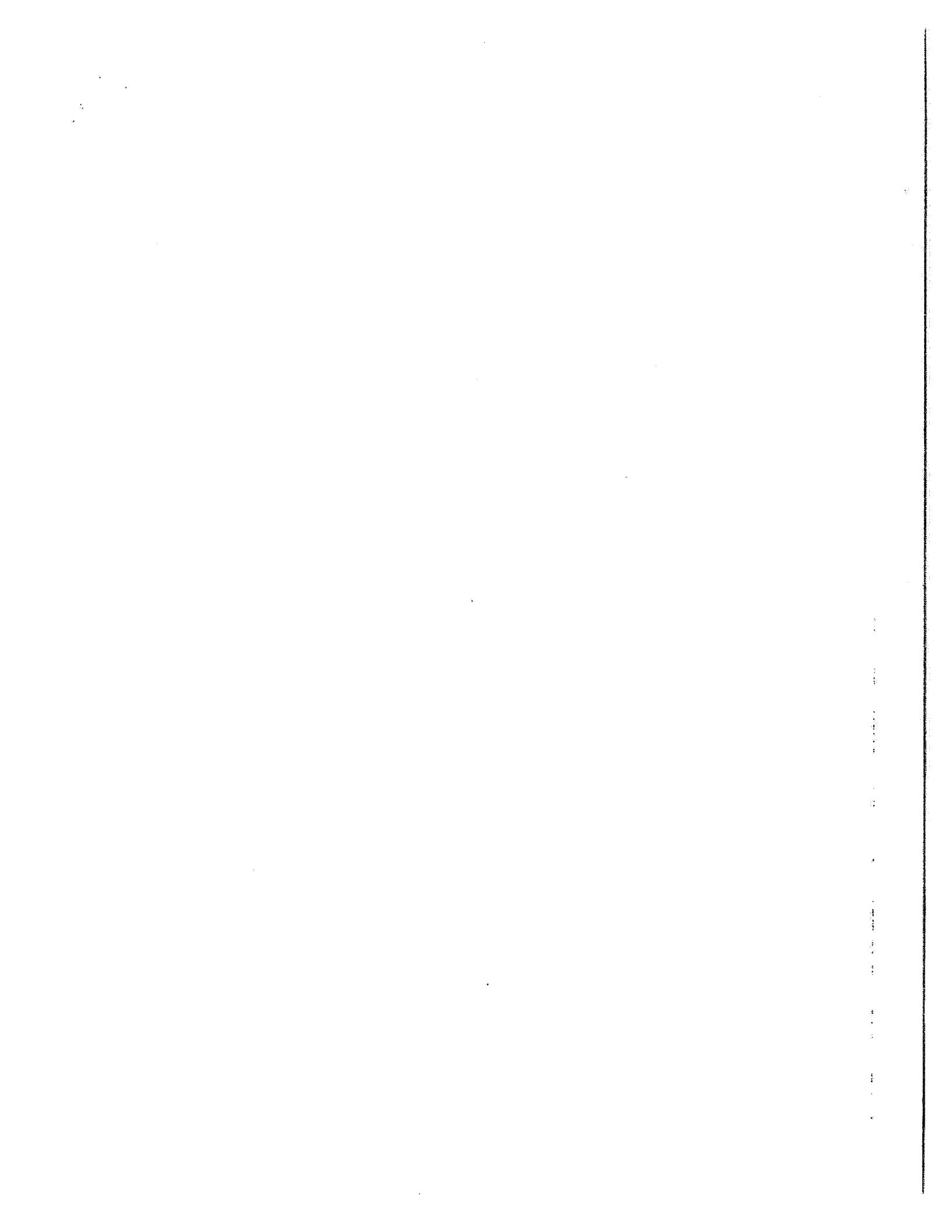
Sub-Grantee

Title: _____

Title: _____

Date: _____

Date: _____



Construction Contract Rider Provisions

Contractor acknowledges that a portion of the Contract Sum will be paid from loans and/or grants made to Owner by the Commonwealth Financing Agency ("CFA"), the Pennsylvania Department of Community and Economic Development and/or other Commonwealth agencies (the "Public Funds"). The Public Funds will be made available to Owner in accordance with, and subject to conditions contained in, certain agreements between CFA and Owner and/or RAMC Assistance Corporation (an affiliate of the Redevelopment Authority of Montgomery County), including without limitation, (i) that certain Loan Agreement dated _____ between CFA and Owner, (ii) that certain Grant Agreement for Business in Our Site Grant Program between CFA and _____ dated _____ and (iii) [List other Grant Agreements] (collectively, the "Public Funds Agreements"). Contractor shall comply with, and shall not violate the terms of, the Public Funds Agreements. Without limiting the generality of the foregoing, and notwithstanding anything in the Contract to the contrary:

(a) Contractor agrees that this Agreement, and any modifications hereto, is subject to the approval of CFA. If CFA does not approve this Agreement, Owner shall have the right to terminate this Agreement unless Contractor and Owner amend this Agreement in a manner acceptable to CFA.

(b) As a condition of payment to Contractor for Contract Work to be funded with Public Funds, Contractor shall obtain and furnish to Owner the written approval of CFA for the release of such funds, including, without limitation, review and approval by CFA of vouchers, invoices and receipts verifying the incurrence of costs in accordance with the Public Funds Agreements.

(c) Contractor shall keep and maintain at its main office, for a period of not less than three (3) years after Final Completion of the Contract Work, full and accurate records with respect to the Contract Work, including, without limitation, copies of all subcontracts, contracts with suppliers, plans, specifications, shop drawings, invoices, vouchers, bills of lading, payment requests, reports and other similar information. Contractor shall afford to Owner and CFA, and their agents, contractors and employees, full and free access to such books and records during such three (3) year period, and Contractor shall provide copies of the same to such parties upon request.

(d) Contractor accepts and shall comply with, and shall cause all subcontractors to comply with, the nondiscrimination /sexual harassment provisions attached hereto as Schedule I.

(e) Contractor accepts and shall comply with, and shall cause all subcontractors to comply with, the Contractor Responsibility provisions attached hereto as Schedule II.

(f) Contractor accepts and shall comply with, and shall cause all subcontractors to comply with, the Contractor Integrity provisions attached hereto as Schedule III.

(g) Contractor accepts and shall comply with, and shall cause all subcontractors to comply with, the Provisions Concerning the Americans With Disabilities Act attached hereto as

Schedule IV. Contractor shall also comply with the "General Prohibitions Against Discrimination", 28 CFR Section 35.130, and all regulations promulgated under Title II of the ADA that are applicable to the benefits, services, programs and activities provided by CFA.

(h) Contractor shall complete and submit, and shall cause its subcontractors to complete and submit, to Owner, within ten (10) days after the end of each month until Final Completion, Monthly Contract Compliance Report for Construction Contracts (STD-28), in the form attached hereto as Schedule V, or such other form as is prescribed by CFA. In addition, Contractor shall furnish to CFA such progress reports regarding the Contract Work as CFA may request from time to time, in such form and quantity as CFA may require.

(i) Contractor certifies to Owner and CFA that neither Contractor nor its subcontractors or suppliers, is under suspension or debarment by the Commonwealth of Pennsylvania or any other state or federal government. Contractor certifies to Owner and CFA that it has no outstanding tax liabilities or other liabilities to the Commonwealth.

(j) Contractor understands that Owner is required to complete an audit closeout upon completion of the Contract Work. Contractor shall cooperate in all respects with Owner's completion of the closeout process.

(k) All subcontracts for the Contract Work awarded by Contractor shall comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement, including requiring open and competitive bidding procedures acceptable to CFA.

(l) Contractor shall comply with the Pennsylvania Prevailing Wage Act.

SCHEDULE I

EXHIBIT A

Revised 02/01

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, 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.
2. 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.
3. Contractors and subcontractors 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.
4. Contractors 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.
5. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. 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.

SCHEDULE II

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 subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers 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 the bid/proposal, a written explanation of why such certification cannot be made.
2. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency 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 any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

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

SCHEDULE III

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

d. Financial Interest means:

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

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

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

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

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

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

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

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

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

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

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

10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

SCHEDULE IV

EXHIBIT D

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, 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 of Pennsylvania through contracts with outside contractors.

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

SCHEDULE V



Pennsylvania Department of Community and Economic Development
Budget & Administrative Services Office - Contract Compliance

INSTRUCTIONS FOR COMPLIANCE REVIEW FORM STD-28 FOR CONSTRUCTION CONTRACTORS

In accordance with the Commonwealth Compliance Program and the Nondiscrimination Clause Agreement contained in all Departmental contracts, the Department of Community and Economic Development (DCED) and its contractors are responsible for monitoring equal employment opportunity and nondiscrimination on all construction projects which are funded all or in part with DCED grant funds \$100,000 or more. Further, the Department requires that all contractors who receive such funds earmarked for construction projects directly monitor their workforce.

(K) Enclosed you will find the Monthly Contract Compliance Report for Construction Contractors (STD-28) that must be completed by the prime construction contractor and any subcontractors involved in the project, with contracts \$100,000 or more. Please ensure that accurate information is reported for each contractor/subcontractor and submitted to your office by the 15th of each month. (See additional instructions on the reverse side of the form STD-28). Copies of these completed STD-28's must be submitted for analysis and review, no later than the 20th of each month, to the Department of Community and Economic Development, Budget and Administrative Services Office, at the address listed below - ATTENTION: Contract Compliance Officer. Please note, a desk audit of your agency may be required if the Department has reason to believe compliance problems exist.

The Department is available to provide technical assistance upon request. If you have any questions or need additional information, please contact Ms. Cheryl Yohn, Contract Compliance Officer at (717) 720-1445.

INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE REPORT

This report should be submitted by the prime contractor and subcontractor for the duration of the contract and signed by a responsible company official. The work hours or employment should represent the project workforce on board for the reporting period. Include the total work hours worked by each employee in each classification. Each employee will be counted once. The original report shall be submitted before the 15th of each month. The prime contractor is responsible for collecting and submitting reports for each subcontractor to the granting agency.

Subcontractors who are awarded contracts under \$100,000 are not required to submit this report.

The prime contractor and each approved subcontractor will submit form STD-28 at the Initial Job Conference. Subcontractors approved after the Initial Job Conference shall submit the initial report prior to commencing their items of work. The completed report should reflect your projected total employment for the subject project. Complete items 1 through 17. (Items 1, 3, 4, 6, 8, 11, 14, 15, 16 and 17 are self-explanatory.)

- | Item | Description |
|------|---|
| 2. | Monthly or as directed by the compliance agency beginning with the effective date of the contract. |
| 5. | Indicate County where the project is located. |
| 7. | The amount that is paid by the Granting/Contracting Agency on estimates for work completed. |
| 9. | Prime contractor - Show contract notice to proceed date.
Subcontractor - Show actual starting date. |
| 10. | Prime contractor - List total amount of contract.
Subcontractors - List total amount of their subcontract. |
| 12. | The total hours worked by all employees in each classification, and the total hours worked by each minority group and female in each classification. |
| 13. | The number of all employees (male and female) working on the project during the reporting month and the total number of minorities (male and female) working on the project during the month. |

Contractors and subcontractors must submit a Final Report when all work is completed.