

DATE OF ISSUE: APRIL 13, 2018

DEPARTMENT OF GENERAL SERVICES ENERGY
AND RESOURCE MANAGEMENT OFFICE
401 NORTH STREET HARRISBURG, PENNSYLVANIA

BULLETIN NO. 4

on

Project No. GESA 2017-2 – REQUEST FOR QUOTES FOR A GUARANTEED ENERGY SAVINGS PROJECT AT: DEPT. OF CORRECTIONS, SCI MUNCY, MUNCY, PENNSYLVANIA, Department of General Services, Energy & Resource Management, 401 North Street, Room 403, Harrisburg, Pennsylvania, 17120.

QUOTE SUBMISSION DEADLINE: THURSDAY MAY 3, 2018

TIME OF OPENING: 2:00 PM

QUESTIONS / REQUEST FOR INFORMATION

1. Lighting – line by line count, floorplans, hours of operation & cost data. **The ESCO contractor is responsible for counting units. Drawings are available at the site.**
2. Lighting sensors – Floorplans **Drawings are available at the site.**
3. Steam lines / traps - Steam line drawings for all buildings and steam trap inventory/counts by location, steam and condensate distribution drawings. **The ESCO contractor is responsible for counting units. Drawings are available at the site.**
4. Electrical drawings for Dietary, Admin, and Ed and operational cost data for A/C replacements **The ESCO contractor is responsible for counting units. Drawings are available at the site.**
5. Unit B mechanical drawings **Drawings are available at the site.**
6. Windows – Architectural drawings for buildings: A, C, E, G, H, I, M & #10, window count, size & specs. A count by building, in order of priority, would be preferred. **The ESCO contractor is responsible for counting units. Drawings are available at the site. The windows previously installed in the Education Building Culinary Area of SCI Muncy are: Viwinco Ocean View Single Hung windows.**
7. Any plans available for the Dietary Building (including kitchen floor plan displaying exhaust hood configurations). **Drawings are available at the site.**
8. Please provide a description (make and model as a minimum) of the standalone controls that exist in the major buildings. **The ESCO contractor is responsible for counting**

units. Drawings are available at the site.

9. It appears that there are a number of buildings that appear to have similar construction and age. Is it possible to categorize the buildings by similar age/equipment/lighting to help expedite the audit process? **The ESCO contractor is responsible for counting units. Drawings are available at the site.**
10. Exhaust Fan Schedule for Kitchen Exhaust Fans **Drawings are available at the site.**
11. Makeup/Supply Air Fan Schedule (if applicable) **Drawings are available at the site.**
12. Based on Bulletin #2, the natural gas seemed very low (average \$3.226 last 12-months). Is the total cost provided for Natural Gas actually that low, or is it missing transportation, distribution and/or supply charges? **The costs do include both supply and distribution. Through October 2017, SCI Muncy was on a fixed price gas supply contract for \$1.87 per dekatherm, likely the result of negative basis (transportation costs) which lowered the overall cost. Beginning in October 2017, a new fixed price supply contract for \$2.76 per dekatherm, so the overall price will likely increase \$0.89 per dekatherm. Natural gas bills are attached at the end of this bulletin.**
13. Please specify the water fixture (toilets, showers, faucets) quantities per building broken out by type and flow rate. Please also indicate if there are any existing automatic or manual controls. **The ESCO contractor is responsible for counting units.**
14. Please confirm whether the water consumption presented in bulletin #2 is in kGallons (thousands of gallons) or MGallons (millions of gallons) as currently indicated in the bulletin's tabulated data. **The water consumption is in kGal or thousands of gallons.**
15. Please clarify how we are to assess water and sewer rates to use in our proposal response: Should we take the latest fiscal year's consumption divided by the monetary charges presented in bulletin #2 to obtain the rates to be used for the proposal response? **Yes.**
16. Are there any existing Energy Star accounts for these facilities? If so, please provide access information to DGS's existing Energy Star accounts for each site. **We are not aware of any Energy Star account in Portfolio Manager.**
17. Are these facilities currently participating in any Demand Response Programs? If so, please explain which programs, and remaining term of contract. **SCI Muncy does not participate in a Demand Response program. Their diesel generators were manufactured after 2011 and do not comply with emissions requirements. Therefore, we do not recommend the DR program being considered in the project savings.**

18. The building list shows that some of the buildings are using propane, however; there wasn't any propane use in the utility information. **We have no reported propane use or cost information for SCI Muncy.**
19. Please provide a count of window AC units **The ESCO contractor is responsible for counting units. DOC to confirm that drawings are available to the contractor.**
20. Please provide boiler HP / Pounds per Hour Steam (Including rental boiler) **Nebraska Boiler is a 30,000 lb. per hr. The Cleaver Brooks is a 50,000 lb. per hr. (the nameplate says it's a 40,000 lb. boiler)**
21. Amount of condensate return? **The condensate return is unknown as it's not metered.**
22. Amount of make-up water? **For 2017, the make-up water was 18.5% on average.**
23. Boiler Design Pressure? **The MWAP # on the nameplate is Nebraska 250lbs. Cleaver Brooks 350lbs.**
24. Boiler Operating Pressure? **SCI operates both boilers at 90 lbs.**

RFQ CLARIFICATIONS/CHANGES

1. REPLACE Part 3 Section 3.3 (C)(2)(h) with the following:
 - h. **The Quote with the highest total base ECM/Cost points will receive the maximum score. The score for the remaining Quotes will be calculated using the formula presented below:**

$$\text{ECM/Cost Submission Score} = \frac{400 - (400 \times (\text{Highest Offeror's points} - \text{Offeror's points}))}{\text{Highest Offeror's points}}$$
2. If conflicts in the contract documents arise, which documents control? **See ITQ Part IV, Section 2, Order of Precedence.**
3. Can the SDB/SB Letters of Intent be PDF copies of the originals in our proposal submission? Circulating the original letters for final numeric input and two signatures will be done too close to the proposal submission date to guarantee all the originals will be returned in time, so a PDF copy sent electronically will speed up the return process. **Yes, provided original copies are later producible, if needed by BDISBO.**

4. On pages 41-42 of the RFQ, under RFQ Section 4.3 "Project Parameters", (A) (2), it states: "Quote must contain a statement from the Offeror that the total energy savings projected in the final scope of work will be at least 95% of the savings projected in the Quote, the actual ECM costs shall be within 10% of the costs listed in the CEA, and that the project will be self-funded over the financial term of the project (maximum term of 20 years.);". Considering SCI Muncy prefers to specify quantities to the ESCOs for select measures (lighting, windows, toilets, etc.) for this phase of the project, the limited amount of time ESCOs have to conduct site inspections, and understanding that the more detailed Investment Grade Audit (IGA) will be conducted by the selected ESCO, can this provision please be removed from the RFQ specification? **This percentage is to hold unless the Funding Agency or DGS modify the proposed requirements and/or greater savings are found in the IGA study.**
5. Please confirm that the 20-year financing term starts post-acceptance of construction for all ECMs. **Confirmed.**
6. Please confirm that design engineering services and costs (for ECMs requiring engineering design) will be addressed by the ESCO during the construction phase of the project, after DGS acceptance of the awarded ESCO's IGA report and after GESA execution. **The ESCO will be considered the professional of record, therefore, the engineering of the project is within their work product.**
7. Please confirm that ESCOs will need to propose an IGA fee as part of RFQ proposals, and that the Commonwealth will reimburse the awarded ESCO for such IGA costs in the event the project does not move forward to GESA contract. **The actual IGA fee will be determined once the ESCO has been awarded. Before production of the IGA report by the ESCO, an IGA contract will be entered between the ESCO and the Funding Agency. The IGA contract will indicate the IGA fee to be paid to the ESCO should the project is determined viable, but the Funding Agency chooses not to move forward with the project.**
8. Please confirm that the ESCO's IGA fee should be presented under Volume II ECM/Cost Submission; response to 2.6 Energy Conservation Measures/Cost Submission; D Energy Conservation Measures and Costs, item "1, a", as outlined on pages 30-31 of the RFQ. **Confirmed.**
9. Please provide a copy of the new DGS IGA Agreement that will be used for this project. **A sample IGA contract is attached at the end of this bulletin.**
10. On page 18, under 1.34 Investment Grade Audit (IGA) by Successful Offeror, it states: "The IGA must be submitted to the Commonwealth within 60 calendar days of the date on the Commonwealth's Notice of Selection." Delays to schedule can occur that are beyond the control of the ESCO, such as data collection efforts being performed by the client/others, or events within the client's facilities that prevent the ESCO from gaining access to the site. In addition, 60 days will likely not be enough time for the

awarded ESCO to conduct its necessary due diligence for such a comprehensive and sensitive scope-of-work being considered by this project, especially considering the severe limitations on proposal phase site visitation and delays related to security expected during the CEA. Can this please be extended to 180 calendar days? **The IGA timeline can be extended after the proposal stage and the accepted ECM(s) of the project are known.**

11. Please clarify the amounts of Liquidated damages that will be applied to this GESA contract. **The liquidated damages will be determined and listed in the GESA Contract between the Funding Agency and the ESCO. The typical penalty is .025% of the contract value per day. Example: \$5,000,000 * .00025 = \$1,250.**
12. Please confirm the required performance and payment bonds in the amount of 100% of the awarded contract relate only to the construction work and do not extend to any energy savings guarantees or ongoing verification / maintenance services. Can language be added in Article 8.3, found on page 3 of the Guaranteed Energy Savings Act (GESA) Contract, to clarify this? **See Appendix M, Article 8, Section 8.3 from Bulletin 3.**
13. Please clarify the term of the warranty – we recommend it extending for one (1) year past substantial completion of an ECM. (This relates to Article 8.2 found on page 2 of the GESA Contract). **All construction for 1 year after construction plus performance for length of payback period. Article 8.2 of Attachment M will remain as written.**
14. Section 4.3: Project Parameters, (A), #16 (found on page 43 of the RFQ) references no escalation of project costs or maintenance costs. Please clarify this requirement as maintenance and other service costs typically increase over time. **Do not include inflation of maintenance cost in your calculation.**
15. Regarding Section 1.32: Insurance Requirements (Pgs. 15-17 of RFQ) and Article 9 of the PA DGS General Conditions of the GESA Contract –
 - a. 1.32: Can the references to occurrence be changed to per claim? Our existing policy is claims made and a separate occurrence-based policy for this project could be a significant added expense. **Section 1.32 will remain as written.**
 - b. 1.32 A.1.b (Extensions), under “Worker’s Compensation”: Employers Liability is not available in unlimited amounts – please delete or replace with any statutory limits. Employers Liability covering statutory requirements is standard. Insurers can provide such coverage. **Section 1.32 (A) (1) (a&b) will remain as written.**
 - c. 1.32 A.2.b: under “Commercial General and Umbrella Liability”: \$50,000 for Medical Expenses is a high coverage limit – can this be changed to \$10,000 which is more in-line with typical coverages? **Section 1.32 (A) (2) (b) will remain as written.**

- d. 1.32 A.2.f, under "Commercial General and Umbrella Liability": Please confirm specified limits may be satisfied through a combination of primary and excess policies. **The specified limits for Vehicle Liability may be satisfied through a combination of primary and excess policies.**
 - e. 1.32 A.2.k, under "Commercial General and Umbrella Liability": Please add "except ten days for nonpayment of premium" at the end of the paragraph. **Section 1.32 (A) (2) (f) will remain as written.**
 - f. 1.32 A.2.p, under "Commercial General and Umbrella Liability": The specified language appears atypical and problematic as only the first named insured has the right to negotiate and settle claims with the insurer. We request that this requirement be deleted. **Section 1.32 (A) (2) (p) will remain as written.**
 - g. 1.32 A.2.r, under "Commercial General and Umbrella Liability": As requested above, can the references to occurrence be changed to per claim? Our existing policy is claims made and a separate occurrence-based policy for this project could be a significant added expense. **Section 1.32 (A) (2) (r) will remain as written.**
 - h. Within the PA DGS General Conditions of the GESA Contract, Article 9: Protection of Person & Property and Insurance and Indemnification, 9.10 Certificates of Insurance: Our insurer has requested the following changes to the insurance requirements – Please strike "or changed". Add "except ten days for nonpayment of premium". Strike "prior to the expiration" and replace with "within ten business days of the renewal" Add "with the exception of Professional Liability and Workers Compensation" to the additional insured requirement. **Article 9, Section 9.10, of the GESA General Conditions, will remain as written.**
16. Please clarify the payment terms associated with the project – will payments be made within 30days of an approved invoice? Please identify where this is referenced in the contract documents as well as where the ongoing service payment obligation is referenced. **While we cannot guarantee payment processing times, we will make every effort to expedite the payment process through the escrow account. For more information, see GESA Invitation to Qualify (ITQ), Part I, Section 17 and GESA General Conditions, Article 12, Section 12.3.**
17. Since all bidders have been approved by the ITQ process, do we still need to provide past GESA project references for 2-5.4.A.1 Qualification Form Section of the proposal? **Section 2-5.4 (A) (1) addresses the Qualification of the Management Team, the Offeror's Financial Ability to Provide a Guarantee, the Offeror's Resource Availability, the Offeror's Statement of Readiness and Commitment of Resources, and the Offeror's Notification of Default and Debarment. All of this information must be provided and the language in Section 2-5.4 (A) (1) will remain as it is written.**



Rebecca Tomlinson, RFQ Coordinator
Energy & Resource Management Office

PLEASE ACKNOWLEDGE RECEIPT OF THIS BULLETIN BY EMAIL RESPONSE TO BECKY TOMLINSON AT retomlinso@pa.gov



SERVICE ADDRESS
 DGS SCI MUNCY
 PO #4000014517
 DEPARTMENT OF CORRECTIONS
 MUNCY PA 17756

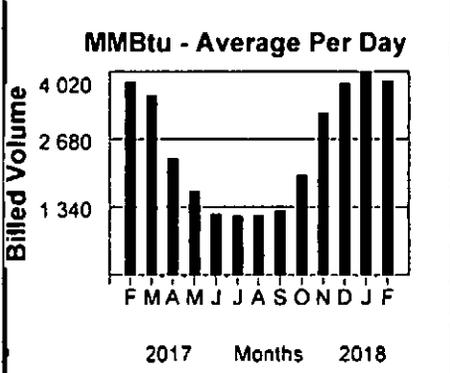
Page 1

BILLING PERIOD
 Feb 1, 2018 to Feb 28, 2018

BILL ACCOUNT NUMBER
 15036-26007

Pay This Amount	AMOUNT DUE
	\$28,718.43
	DUE DATE: April 9, 2018

Questions About Your Bill?	Phone 1-800-281-2000	Online www.njresources.com	Email RetailCare@NJResources.com
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This graph helps you better understand your gas use

ACCOUNT BALANCE AS OF MAR 8, 2018

Previous Balance	\$33,221.12
Payment Received Feb 26 - THANK YOU	(\$33,221.12)
Balance Remaining	\$0.00
Current Charges	\$28,718.43
Total Amount Due	\$28,718.43

SUMMARY OF CURRENT CHARGES

Total NJR Retail Services Charges	\$28,718.43
Total Current Charges	\$28,718.43

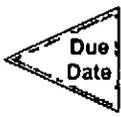
IMPORTANT MESSAGES

Important Update
 With the transition of your natural gas supply from Talen Energy to NJR Retail Services there is a new remittance address
 Please forward payments to:
 PO Box 9001075
 Louisville KY 40290-1075

Return this part to address below with a check payable to NJR Retail Services

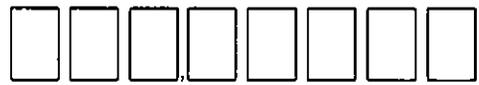
Your Bill Account Number
 15036-26007

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



Amount Due
 \$28,718.43

Amount Enclosed



DGS SCI MUNCY
 PO #4000014517
 CW OF PA - UTILITY INVOICE
 BGS SCI MUNCY PO #4000014517
 P O BOX 69182 - 11MUNCY
 HARRISBURG PA 17106

NJR Retail Services
 P O BOX 9001075
 Louisville, KY 40290-1075

BILL ACCOUNT NUMBER
15036-26007

UNDERSTANDING YOUR BILL

Adjustments - Changes or corrections made to your account since last bill

Btu - One (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one(1) degree Fahrenheit at sixty (60) degrees Fahrenheit

Commodity Charge - A fixed volumetric (unit) charge for the physical gas commodity at the specified delivery point. The commodity charge may include bundled components such as basis, variable cost, NYMEX triggers and/or NYMEX contract settlement as outlined in your contract

Delivery Point - Designates the point where natural gas is transferred from Seller to Buyer. The LDC citygate is the most common delivery point for retail customers

Distribution Company (LDC) Charges - Passed through natural gas utility charges

Gas Day - A period of twenty-four (24) consecutive hours, beginning at 9 a.m. Central Time

Incremental (Purchase/Sale) - Method of contracting for short-term spot supply to cover unexpected load fluctuations as outlined in your contract. Incremental transactions are usually priced at a specified market index plus a premium

Late Payment Charge - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date

Mcf - A measure of how much gas you use. MCF stands for one thousand cubic feet

MMBtu or Dekatherm (Dth) - The quantity of heat energy which is equivalent to one (1) million (1,000,000) Btu. Most commonly, 1 Mcf = 1 Dth or MMBtu with a Btu conversion value of 1,000

Reservation Charge (Demand Charge) - A fixed monthly charge for the reservation of capacity (space) on a pipeline path

Swing (Tolerance) - Allowable monthly/daily variance from customer's actual consumption and planned contract volume (expressed in %). Consumption falling outside the tolerance may be priced incrementally at a specified index

State & Local Sales Taxes - Pennsylvania Department of Revenue requires NJR Retail Services to apply a 6% sales tax on gas used for business, commercial, or industrial purposes. Specific exemptions may be granted by the Pennsylvania Department of Revenue. NJR Retail Services applies sales tax for gas purchases until official documentation is provided by the customer to NJR Retail Services

* Mail payments to NJR Retail Services, P O BOX 9001075, Louisville, KY, 40290-1075

* Mail notes and letters in a separate envelope to NJR Retail Services, P O Box 25225, Lehigh Valley, PA 18002-5225

* Fed ID 82-1037128

* PUC License No A-2017-2620839



SERVICE ADDRESS:
 DGS SCI MUNCY
 PO #4000014517
 DEPARTMENT OF CORRECTIONS
 MUNCY PA 17756

BILLING PERIOD
 Feb 1, 2018 to Feb 28, 2018

BILL ACCOUNT NUMBER:
 15036-26007

Pay This Amount	AMOUNT DUE
	\$28,718.43
	DUE DATE: April 9, 2018

Questions About Your Bill?	Phone	Online	Email
	1-800-281-2000	www.njresources.com	RetailCare@NJResources.com

For natural gas emergencies, call your local distribution company at:

UGI Penn Natural Gas
 One UGI Center
 Wilkes-Barre PA 18702
 1-800-276-2722

Account Number
 922100259204

Prior Balance	\$0.00
Charges for Billing Period for Feb 1, 2018 - Feb 28, 2018	

Commodity	
10,409 MMBtu's @ \$2 759	28,718 43

Total Delivered MMBtu's - 10,409	
Total Charges For This Billing Period	\$28,718.43
Total Amount Due	\$28,718.43



SERVICE ADDRESS:
 DGS SCI MUNCY
 PO #4000014517
 DEPARTMENT OF CORRECTIONS
 MUNCY PA 17756

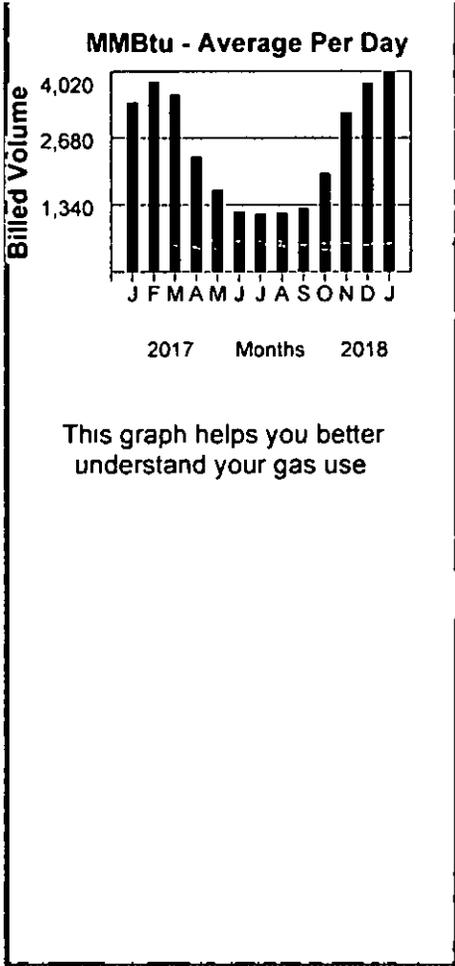
BILLING PERIOD
 Jan 1, 2018 to Jan 31, 2018

BILL ACCOUNT NUMBER:
 15036-26007

Pay This Amount

AMOUNT DUE
 \$33,221.12
DUE DATE:
 March 14, 2018

Questions About Your Bill? **Phone** 1-800-281-2000 **Online** www.njresources.com **Email** RetailCare@NJResources.com



ACCOUNT BALANCE AS OF FEB 9, 2018

Previous Balance	\$57,199.59
Payments Received - THANK YOU	(\$57,199.59)
Balance Remaining	\$0.00
Current Charges	\$33,221.12
Total Amount Due	\$33,221.12

SUMMARY OF CURRENT CHARGES

Total NJR Retail Services Charges	\$33,221.12
Total Current Charges	\$33,221.12

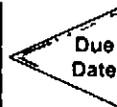
IMPORTANT MESSAGES

Important Update
 With the transition of your natural gas supply from Talen Energy to NJR Retail Services there is a new remittance address
 Please forward payments to:
 PO Box 9001075
 Louisville KY 40290-1075

Return this part to address below with a check payable to NJR Retail Services

Your Bill Account Number
 15036-26007

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Amount Due
 \$33,221.12

Amount Enclosed



DGS SCI MUNCY
 PO #4000014517
 CW OF PA - UTILITY INVOICE
 BGS SCI MUNCY PO #4000014517
 P O BOX 69182 - 11MUNCY
 HARRISBURG PA 17106

NJR Retail Services
 P O BOX 9001075
 Louisville, KY 40290-1075

BILL ACCOUNT NUMBER
15036-26007

UNDERSTANDING YOUR BILL

Adjustments - Changes or corrections made to your account since last bill

Btu - One (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one(1) degree Fahrenheit at sixty (60) degrees Fahrenheit

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Delivery Point - Designates the point where natural gas is transferred from Seller to Buyer. The LDC citygate is the most common delivery point for retail customers

Distribution Company (LDC) Charges - Passed through natural gas utility charges

Gas Day - A period of twenty-four (24) consecutive hours, beginning at 9 a.m. Central Time

Incremental (Purchase/Sale) - Method of contracting for short-term spot supply to cover unexpected load fluctuations as outlined in your contract. Incremental transactions are usually priced at a specified market index plus a premium

Late Payment Charge - A late payment of 1.500% per month will be applied to any unpaid balance if payment is not received by the due date

Mcf - A measure of how much gas you use. MCF stands for one thousand cubic feet

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Reservation Charge (Demand Charge) - A fixed monthly charge for the reservation of capacity (space) on a pipeline path

Swing (Tolerance) - Allowable monthly/daily variance from customer's actual consumption and planned contract volume (expressed in %). Consumption falling outside the tolerance may be priced incrementally at a specified index

State & Local Sales Taxes - Pennsylvania Department of Revenue requires NJR Retail Services to apply a 6% sales tax on gas used for business, commercial, or industrial purposes. Specific exemptions may be granted by the Pennsylvania Department of Revenue. NJR Retail Services applies sales tax for gas purchases until official documentation is provided by the customer to NJR Retail Services

* Mail payments to NJR Retail Services, P O BOX 9001075, Louisville, KY, 40290-1075

* Mail notes and letters in a separate envelope to NJR Retail Services, P O Box 25225, Lehigh Valley, PA 18002-5225

* Fed ID 82-1037128

* PUC License No A-2017-2620839



SERVICE ADDRESS:
 DGS SCI MUNCY
 PO #4000014517
 DEPARTMENT OF CORRECTIONS
 MUNCY PA 17756

BILLING PERIOD
 Jan 1, 2018 to Jan 31, 2018

BILL ACCOUNT NUMBER.
 15036-26007

	AMOUNT DUE
	\$33,221.12
	DUE DATE: March 14, 2018

Questions About Your Bill?	Phone 1-800-281-2000	Online www.njresources.com	Email RetailCare@NJResources.com
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For natural gas emergencies, call your local distribution company at:

UGI Penn Natural Gas
 One UGI Center
 Wilkes-Barre PA 18702
 1-800-276-2722

Account Number
 922100259204

Prior Balance	\$0.00
Charges for Billing Period for Jan 1, 2018 - Jan 31, 2018	

Commodity	
12,041 MMBtu's @ \$2 759	33,221 12

Total Delivered MMBtu's - 12,041	
Total Charges For This Billing Period	\$33,221.12
Total Amount Due	\$33,221.12



Energy to do more®

Billing Summary for Service to:
PA DEPT OF CORRECTIONS
6600 ROUTE 405 HWY
MUNCY PA 17756-6381

Rate Classification:
Large Firm Delivery Service

Billing Period:
02/01/2018 to 02/28/2018 (28 days)

Actual Read
Questions?
Call (800) 276-2722 or write to UGI at
PO Box 13009
Reading, PA 19612-3009
Fed I. D. 56-2557139

Past Bill Information

The balance on your last bill was \$19,783.89
Thank you for your payment of -19,783.89
Amount due as of 03/05/2018 0.00

Current Bill Information

Customer Charge 700.00
Distribution Charge 8,930.94
Demand Charge (DFR 3550 CCF) 1,281.55
Excess Take (220 0 MCF) 1,320 00
System Improvement Charge -327 19
Monthly Balancing Service 22.80
No Notice Service 26.60
Current Charges 11,954.70

Utility charges owed this bill \$11,954.70
Total Amount Due By 04/04/2018 \$11,954.70

Account Number

411005415434

Meter Information - Next Read Date March 31, 2018

Billable Usage Information	CCF Used	MCF Used
	95010	9501 0

Important message(s) from UGI

- Please call 866-615-0571 if you have any questions regarding this bill.
- ***** WORKSHEET CONTROL #: 10327190 *****
- Help prevent pipeline damage, accidents and service disruptions Call 811 before you dig.

AL
MUNCY



Energy to do more®

If you pay at a payment agent please take your entire bill. Make check payable to UGI.
Keep this part for your records. Important information is on the back of this bill.

UGI Penn Natural Gas, Inc.
PO Box 15503
Wilmington, DE 19886-5503

Account Number
411005415434

Please pay by the due date to avoid the late charge.
Please return this portion with your payment.

AB 01 002030 91894 B 10 A
PA DEPT. OF CORRECTIONS
DEPT OF CORRECTIONS
PO BOX 69182
HARRISBURG PA 17106-9182

Due Date

April 04, 2018

Amount Due

\$11,954.70

With Late Charge

\$12,552.44

4110054154340100001195470000012552442

GENERAL INFORMATION**Bill Questions?**

If you have a question about the bill, please call UGI before the bill's due date. UGI's phone number, your due date and billing rate can be found on the front of the bill. A detailed rate schedule can be requested. You may also contact UGI at our web site, www.ugi.com.

Hearing or speech impaired customers. TDD only, call 1-800-654-5988. To discuss an overdue account, call 1-800-276-2722, weekdays 8AM to 5PM.

Bill Payments

Paying your bill by mail is convenient. Simply use the envelope provided with your bill. You may also pay at one of your payment centers. A list of the payment centers is available upon request. UGI offers a plan where your bank deducts your payment automatically from your checking or savings account. Please call us if you are interested in this service. To pay by phone, please call 1-877-503-2956.

Need Your Natural Gas Service Turned Off?

To ensure that your Natural Gas service is turned off on the day that you want, please contact UGI seven days in advance.

Third Party Notification - Budget Billing Plan - Operation Share - Customer Assistance Program (CAP) Call us to discuss these UGI Programs.

EXPLANATION OF TERMS

CCF - 100 cubic feet of gas. **MCF** - 1,000 cubic feet of gas. This is a measure of gas usage.

Commodity Charges - The amount billed each month for gas supply service which is sold either by volume (ccf or mcf) or heating value (dekatherms).

Customer Charge - A monthly charge to cover natural gas distribution company (NGDC) costs such as maintaining the gas lines, meter reading and billing.

Distribution Charges - The charges for delivery of natural gas from the point of receipt into the NGDC's system.

Estimated Bill - A bill based on your previous use and weather conditions. UGI may need to estimate your bill due to extreme weather conditions, emergencies, or any other circumstances that prevent UGI from taking a meter reading.

Gross Receipt Tax - A state tax on each dollar of your bill. UGI and other utilities are required to collect this tax from customers.

Late Payment Charge - Fee that UGI charges if you do not pay your bill on time. It is a fixed monthly percentage of the amount owed.

Price to Compare - The dollar amount charges by the NGDC, used by consumers to compare prices and potential savings with other natural gas suppliers.

State Tax Surcharge - Charges approved by the PUC. It is a special charge to recover state taxes UGI pays.

System Improvement Charge - A charge used to recover costs for repairing, improving or replacing distribution facilities in order to provide safe, reliable and efficient service.

EMERGENCIES: to report a Gas Leak, call 1-800-276-2722, 24 hours a day



Energy to do more®

Billing Summary for Service to:
PA DEPT OF CORRECTIONS
6600 ROUTE 405 HWY
MUNCY PA 17756-6381

Rate Classification:
Large Firm Delivery Service

Billing Period:
01/01/2018 to 01/31/2018 (31 days)

Actual Read
Questions?

Call (800) 276-2722 or write to UGI at
PO Box 13009
Reading, PA 19612 3009
Fed I D 56-2557139

Past Bill Information

The balance on your last bill was \$14,327.03
Thank you for your payment of 14,327.03
Amount due as of 02/06/2018 0.00

Current Bill Information

Customer Charge 700.00
Distribution Charge 11,191.64
Demand Charge (DFR 3550 CCF) 1,281.55
Excess Take (1183.0 MCF) 7,098.00
System Improvement Charge -542.47
Monthly Balancing Service 28.57
No Notice Service 26.60
Current Charges 19,783.89

Utility charges owed this bill \$19,783.89
Total Amount Due By 03/07/2018 \$19,783.89

Account Number

411005415434

Meter Information - Next Read Date February 28, 2018

Billable Usage Information	CCF Used	MCF Used
	119060	11906.0

Important message(s) from UGI

- Please call 866-615-0571 if you have any questions regarding this bill.
- ***** WORKSHEET CONTROL #: 10324714 *****
- Help prevent pipeline damage, accidents and service disruptions Call 811 before you dig

If you pay at a payment agent please take your entire bill. Make check payable to UGI
Keep this part for your records Important information is on the back of this bill.



Energy to do more®

UGI Penn Natural Gas, Inc.
PO Box 15503
Wilmington, DE 19886-5503

Account Number
411005415434

Please pay by the due date to avoid the late charge.
Please return this portion with your payment.

AB 01 002234 70166 B 13 A
PA DEPT. OF CORRECTIONS
DEPT OF CORRECTIONS
PO BOX 69182
HARRISBURG PA 17106-9182

H. MUNCY

Due Date

March 07, 2018

Amount Due

\$19,783.89

With Late Charge

\$20,773.08

4110054154340100001978389000020773088

002234 1/2

128

GENERAL INFORMATION**Bill Questions?**

If you have a question about the bill, please call UGI before the bill's due date. UGI's phone number, your due date and billing rate can be found on the front of the bill. A detailed rate schedule can be requested. You may also contact UGI at our web site, www.ugi.com.

Hearing or speech impaired customers TDD only, call 1-800-654-5988 To discuss an overdue account, call 1-800-276-2722, weekdays 8AM to 5PM

Bill Payments

Paying your bill by mail is convenient. Simply use the envelope provided with your bill. You may also pay at one of your payment centers. A list of the payment centers is available upon request. UGI offers a plan where your bank deducts your payment automatically from your checking or savings account. Please call us if you are interested in this service. To pay by phone, please call 1-877-503-2956.

Need Your Natural Gas Service Turned Off?

To ensure that your Natural Gas service is turned off on the day that you want, please contact UGI seven days in advance.

Third Party Notification - Budget Billing Plan – Operation Share – Customer Assistance Program (CAP) Call us to discuss these UGI Programs.

EXPLANATION OF TERMS

CCF = 100 cubic feet of gas. MCF = 1,000 cubic feet of gas. This is a measure of gas usage.

Commodity Charges – The amount billed each month for gas supply service which is sold either by volume (ccf or mcf) or heating value (dekatherms).

Customer Charge – A monthly charge to cover natural gas distribution company (NGDC) costs such as maintaining the gas lines, meter reading and billing.

Distribution Charges – The charges for delivery of natural gas from the point of receipt into the NGDC's system.

Estimated Bill – A bill based on your previous use and weather conditions. UGI may need to estimate your bill due to extreme weather conditions, emergencies, or any other circumstances that prevent UGI from taking a meter reading.

Gross Receipt Tax – A state tax on each dollar of your bill. UGI and other utilities are required to collect this tax from customers.

Late Payment Charge – Fee that UGI charges if you do not pay your bill on time. It is a fixed monthly percentage of the amount owed.

Price to Compare – The dollar amount charges by the NGDC, used by consumers to compare prices and potential savings with other natural gas suppliers.

State Tax Surcharge – Charges approved by the PUC. It is a special charge to recover state taxes UGI pays.

System Improvement Charge – A charge used to recover costs for repairing, improving or replacing distribution facilities in order to provide safe, reliable and efficient service.

EMERGENCIES: to report a Gas Leak, call 1-800-276-2722, 24 hours a day



**INVESTMENT GRADE AUDIT REPORT CONTRACT
FOR A GUARANTEED ENERGY SAVINGS ACT PROJECT**

This Investment Grade Audit Report Contract for a GESA Project (“Audit Contract”), is entered into this ____ day of _____, 20____, by and between the Commonwealth of Pennsylvania (“Commonwealth”), through the [FUNDING AGENCY] (“Funding Agency”), and [ESCO CONTRACTOR] (“”), a corporation incorporated under the Laws of the State of [STATE], with its principal offices located at [ESCO COMPANY ADDRESS] (“the GESA Contractor.”).

WITNESSETH:

WHEREAS, the Funding Agency is an executive agency of the Commonwealth.

WHEREAS, the Funding Agency is authorized to enter into this Contracts pursuant to 62 Pa. C. S. §§3751-3758.

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

The Funding Agency does hereby retain the GESA Contractor to perform the Audit Contract required to satisfactorily complete this portion of the GESA Project, and the GESA Contractor agrees to expeditiously perform such required services and work.

ARTICLE 1 – CONTRACT DOCUMENTS

The Contract Documents shall consist of this Audit Contract, the Invitation to Qualify (“ITQ”), the GESA Contractor’s proposal submitted in response to the ITQ, the Request for Quote (“the RFQ”), the GESA Contractor’s proposal submitted in response to the RFQ, all drawings created by or for the GESA Contractor and/or their Retained Professional, the specifications created by or for the GESA Contractor and/or their Retained Professional, the Scope of Work by ECM (**Exhibit 1**), and all bulletins and addenda issued prior to execution of this Contract. All of these documents form the Contract Documents and are as fully part of the Contract as if attached to this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The GESA Contractor shall perform all the Work required by the Contract Documents as set forth in the RFQ to provide the Investment Grade Audit Report.

ARTICLE 3 – TERM

- 3.1 The term of this Contract shall commence upon the Effective Date of this Contract or upon issuance of a Letter of Intent to contract (62 Pa. C.S. § 906), whichever occurs first, and shall run for 90 calendar days. The Effective Date of this Contract shall be the date of the last required Commonwealth signature. If the duration of the Audit Contract encompasses the month of December, the duration shall extend for 14 days to account for potential holiday, vacation, and access limitations of the Funding Agency and TEN.
- 3.2 The format and scope of the Investment Grade Audit Report shall be as set forth in the RFQ.
- A. If, after review of the Investment Grade Audit Report, the Funding Agency accepts the Investment Grade Audit Report and but then terminates the Project, the Funding Agency will pay the sum of **[IGA FEE – WRITTEN]** (**[\$[IGA FEE – NUMERICAL]**) to the GESA Contractor for the cost of the Investment Grade Audit Report and this Audit Contract will terminate upon said payment.
- B. If, after review of the Investment Grade Audit Report, the Funding Agency accepts the Investment Grade Audit Report and continues with the Project, the Funding Agency, the GESA Contractor, and, if required, an Energy Financing Provider, will enter into other Contract(s) to complete the GESA Project, as set forth in the RFQ to implement chosen ECMs.
- 3.3 Time is of the essence and if the GESA Contractor fails to complete the Work within the time specified above, the GESA Contractor shall pay the Funding Agency, as Liquidated Damages and not as a penalty for such failure, the sum of Eighty Dollars (\$80) per day for each and every calendar day after the completion date until the Work is completed and accepted. The Funding Agency may extend the completion date of the Audit Contract for causes that, in fact, delay the completion of said Work. If it appears that the Investment Grade Audit Report will be delayed, the GESA Contractor shall immediately notify the Funding Agency in writing prior to the due date. The GESA Contractor shall include in the

written notice the reason(s) for the GESA Contractor's inability to meet the completion date and a request that the Funding Agency extend the due date. In such case, the GESA Contractor is liable for said Liquidated Damages only after the expiration of the extended period.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

- 4.1. Terms used in this Audit Contract are defined in the project-specific RFQ and have the meanings designated therein. The Standard Contract Provisions are attached as **Exhibit 2**.
- 4.2. The GESA Contractor agrees to abide by, and be bound by, the Laws of Pennsylvania, including those relating to, and regulating, the hours and conditions of employment.
- 4.3. Nothing in this Audit Contract shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth and its agencies, officers, and employees, or to subject any Commonwealth party to any liability not expressly authorized by law.
- 4.4. The GESA Contractor agrees to defend, protect, indemnify, and hold harmless the Funding Agency from and against any and all liabilities, losses, damages, costs, expenses, reasonable attorney's fees, causes of action, suits, claims, demands, or judgments of any nature arising from a negligent act, error, or omission of the GESA Contractor, its employees, its agents, or its consultants, arising out of the performance of services under this Audit Contract.
- 4.5. Any person, co-partnership, association, or corporation furnishing labor, material, equipment, or renting equipment or rendering public utility services in connection with the performance of this Audit Contract has a right of action to recover the cost from the GESA Contractor for such labor, material, equipment, or equipment rental, and for services rendered by public utility. The GESA Contractor shall include in all of its subcontracts or supply contracts a provision requiring that its Subcontractors and suppliers notify, in writing, their Subcontractors and suppliers of this requirement. It is agreed that no third-party rights arise against the Funding Agency for any reason under this Article, and the GESA Contractor agrees to inform all Subcontractors and suppliers in writing.
- 4.6. The GESA Contractor and the Funding Agency each binds itself, its partners, successors, legal representatives, and assigns to the other party to this Audit Contract, and to the partners, successors, legal representatives, and assigns of such other party in respect to all

covenants of this Audit Contract. The GESA Contractor shall not assign, sublet, or transfer any interest in the whole or any part of this Audit Contract without the written consent of the Funding Agency. The Funding Agency may assign, sublet, or transfer its interest in this Audit Contract explicitly under statutory authority. This provision does not prevent an assignment for financing purposes of amounts due, or to become due, under this Audit Contract, nor the retaining, by the GESA Contractor, on its own responsibility and at its own expense, of such specialized architects or engineers as may be necessary for the proper development of the Work.

- 4.7. This Audit Contract may be amended by an agreement of the parties, reduced to writing, and executed by authorized representatives of the respective parties. The GESA Contractor acknowledges receipt of notice that no person has any authority to amend or modify this Audit Contract or waive any term or provision except by written amendment signed by the Secretary of the Funding Agency or by the Deputy Secretary for Property and Asset Management of the Funding Agency.
- 4.8. This Audit Contract may be executed in one or more counterparts, each of which is an original, and all of which together are a single Contract.

ARTICLE 5 – INSURANCE REQUIREMENTS

- 5.1 **GESA CONTRACTOR’S LIABILITY INSURANCE.** The GESA Contractor, during the progress of the Work, and until the acceptance of the Work, shall purchase and maintain such insurance as will protect it from claims included below that may arise out of, or result from, the GESA Contractor's operations under the Audit Contract, whether such operations by itself or by any Subcontractor:
 - a. Claims under Worker’s Compensation Disability Benefit and other similar employee benefit Acts; and
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; and
 - c. Claims for damages because of bodily injury, sickness or disease, or death, of any person other than its employees, and claims insured by usual personal injury liability coverage; and

d. Claims for damages because of injury to, or destruction of tangible property including loss of use.

5.2 **INSURANCE LIMITS.** The insurance required by this Article shall be written for not less than any limits of liability specified in the RFQ or required by Law.

5.3 **CERTIFICATES OF INSURANCE.** Certificates of Insurance acceptable to the Funding Agency shall be filed with the Funding Agency upon GESA Contractor's execution of the Audit Contract. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or changed until at least ninety (90) calendar days' written notice has been given to the Department. Renewal certificates must be provided to the Funding Agency prior to the expiration of the prior policy, as stated on the certificate. The insurance certificate shall also name the Commonwealth of Pennsylvania as an additional insured.

5.4 **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCES.** The GESA Contractor's comprehensive general liability insurance and automobile liability insurance shall be in the amounts stated in the RFQ.

a. For Subcontractors, the GESA Contractor shall either:

1. Require each of its Subcontractors to procure and to maintain Subcontractors' comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subsection for the life of its subcontract and/or until the acceptance of all of its on-site physical work, change order work, and/or demobilization;

OR

2. Insure the activity of its Subcontractors in its own policy.

b. The GESA Contractor must submit to the Department within ten (10) calendar days from the full execution of this Audit Contract, and prior to the beginning of on-site Work, evidence that all Subcontractors and Sub-subcontractors are covered by insurance.

5.5 **PROPERTY INSURANCE.** The GESA Contractor shall, until all Work is complete, maintain insurance on all insurable Work included in the Audit Contract against loss or damage by fire and lightning and those perils covered by the extended coverage endorsement. Insurable work includes work both inside and outside of any building. The insurance must be in the names of the Funding Agency and the GESA Contractor in full insurable value

as will fully protect the interests of the Funding Agency and the Commonwealth, the GESA Contractor, Subcontractors, and Sub-subcontractors.

ARTICLE 6 – COUNTERPARTS AND SIGNATURES

- 6.1 **SIGNATURES.** This Audit Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract. The parties agree that facsimile, electronic signatures, scanned original signatures, or print outs of scanned original signatures of this Agreement shall be deemed effective and equivalent to original signatures.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

The parties have caused this Contract to be executed on the dates above written.

Witness:

Print: _____
VP of Finance *Date*

Witness:

Date

APPROVED AS TO LEGALITY
AND FORM

Office of Chief Counsel *Date*

Office of General Counsel *Date*

Office of Attorney General *Date*

[ESCO CONTRACTOR]

Print: _____
President *Date*

COMMONWEALTH OF PENNSYLVANIA
ACTING THROUGH **[FUNDING AGENCY]**

Deputy Secretary *Date*
Department of **[FUNDING AGENCY]**

I hereby certify that funds in the amount of
\$ _____
Are available under Appropriation Symbol

Comptroller Operations *Date*

EXHIBIT 1

Scope of Work by ECM Core Energy Conservation Measures

Buildings Included:

Electrical Measures:

Facility Mechanical/Thermal Building Systems:

Additional Items:

EXHIBIT 2

**RIGHT TO KNOW LAW
NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE
AMERICANS WITH DISABILITIES ACT
CONTRACTOR INTEGRITY PROVISIONS
CONTRACTOR RESPONSIBILITY PROVISIONS
TAX LIABILITY CERTIFICATION
STEEL PRODUCTS PROCUREMENT ACT
ENVIRONMENTAL STATEMENT**

RIGHT TO KNOW LAW

- A. The PA Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Audit Contract.
- B. Unless the GESA Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the GESA Contractor using the GESA Contractor information provided by the GESA Contractor in SRM [*or* “the legal contact information provided in this Contract”] if the agency needs the GESA Contractor’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The GESA Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- C. Upon notification from the Commonwealth that the Commonwealth requires the GESA Contractor’s assistance in responding to a RTKL request for records in the GESA Contractor’s possession, the GESA Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the GESA Contractor’s possession which arises out of the Contract that the Commonwealth requests (“Requested Information”) and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the GESA Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the GESA Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the GESA Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- D. The Commonwealth’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. GESA Contractor agrees not to challenge the Commonwealth’s decision to deem the Requested Information a Public Record. If the GESA 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, the GESA Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the GESA Contractor explaining why the requested material is

exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the GESA Contractor written statement, the Commonwealth still decides to provide the Requested Information, GESA Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.

- E. The Commonwealth will reimburse the GESA Contractor for any costs associated with complying with this provision 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.
- F. GESA Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The GESA 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. GESA Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the GESA Contractor has Requested Information in its possession.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this Contract, GESA 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, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. 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.
7. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of the provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for the 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.

AMERICANS WITH DISABILITIES ACT

During the term of this contract, 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 all benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

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

CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

c. “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.

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

e. “Financial Interest” means either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the

purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

CONTRACTOR RESPONSIBILITY PROVISIONS

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

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.pa.gov/> 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

TAX LIABILITY CERTIFICATION

The GESA Contractor, by execution of the Audit Contract:

- a. Certifies that the Contractor has no outstanding tax liability to the Commonwealth of Pennsylvania;
- b. Authorizes the Department of Revenue to release information related to it's tax liability to the Department of General Services; and
- c. Authorizes the Commonwealth to set off any state and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under a contract with the Commonwealth.

The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the Department in entering into the contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Department may find the Contractor in default and terminate the contract. Such erroneous certification may also be grounds for the initiation of civil or criminal proceedings.

STEEL PRODUCTS PROCUREMENT ACT – CERTIFICATIONS

In accordance with the Steel Products Procurement Act of March 3, 1978, P.L. 6 as amended (73 P.S. Sections 1881 et seq.), only steel products as defined in the Act shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In the performance of the Contract the Contractor, subcontractors, materialmen or suppliers shall use only: 1) steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process; and 2) cast iron products made in the United States.

The Contractor shall certify that all steel and cast iron products to be used or supplied in the performance of the Contract comply with this Act. No payment will be made to the Contractor for steel and cast iron products until such certification has been received.

This section shall not apply in any case where the Deputy Secretary for Public Works of the Department, in writing, determines that steel and/or cast iron products as herein described are not produced in the United States in sufficient quantities to meet the Contract needs.

The Department shall not provide for, or make any payments to any person who has not complied with the Act. Any such payments made by the Department to anyone that should not have been made as a result of the Act, shall be recoverable directly from the Contractor, subcontractor, manufacturer or supplier that did not comply with the Act.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the Act shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date of the determination that a violation has occurred.

The Contractor shall include the provisions of the Steel Products Procurement Act in every subcontract and supply contract, so that the provisions of the Act shall be binding upon each subcontractor and supplier.

Where trade names, catalog numbers and manufacturers of material or equipment are specified, they are mentioned therein for the purpose of establishing a standard of quality, performance and appearance, and for establishing a standard of competitive bidding. The use of this descriptive information will not relieve the contractor from compliance with all aspects of the Act.

ENVIRONMENTAL STATEMENT

According to the Commonwealth Procurement Code, Act of May 15, 1998, P.L. 358, No. 57, 62 Pa. C.S. §§ 101-4509, all Requests for Proposals for construction projects issued by any government agency shall set forth any provision of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects.

The GESA Contractor is hereby notified that this Project is subject to those statutes, rules and regulations shown on the following list, and the Work must be carried out in compliance with these statutes, rules and regulations.

STATE LAW

I. Purdon's Statutes - Title 3 (Agriculture)

Fertilizer Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6701, et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001, 3 Pa. C.S.A. § 6901, et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 as amended, 3 P.S. § 111.21, et seq.

Agricultural Liming Materials Act, Act of March 17, 1978, as amended, 3 P.S. § 132-1, et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 as amended, 3 P.S. § 258.1, et seq.

Noxious Weed Control Law, Act of April 7, 1982 as amended, 3 P.S. § 255.1, et seq.

Conservation District Law, Act of May 15, 1945 as amended, 3 P.S. § 849, et seq.

(Relating to weather modification), Act of January 19, 1968, as amended, 3 P.S. § 1101, et seq.

II. Purdon's Statutes - Title 16 (Counties)

(Relating to land use), Act of January 13, 1966 as amended, 16 P.S. § 11941, et seq.

III. Purdon's Statutes - Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972, as amended, 18 Pa. C.S.A. § 101, et seq.

IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949, as amended, 24 P.S. § 7-731, et seq.

V. Purdon's Statutes - Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980, as amended, 30 Pa. C.S.A. § 101, et seq.

VI. Purdon's Statutes - Title 32 (Forests, Waters and State Parks)

(Relating to water power and water supply permits), Act of June 14, 1923, as amended, 32 P.S. § 591, et seq.

Water Well Drillers License Act, Act of May 29, 1956, as amended, 32 P.S. § 645.1, et seq.

(Relating to Flood Control Districts), Act of August 7, 1936, as amended, 32 P.S. § 653, et seq.

Flood Plain Management Act, Act of October 4, 1978, as amended, 32 P.S. § 679.101, et seq.

Storm Water Management Act, Act of October 4, 1978, as amended, 32 P.S. § 680.1, et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978, as amended, 32 P.S. § 693.1, et seq.

(Relating to Stream Clearance), Act of June 5, 1947, as amended, 32 P.S. § 701, et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq. *Repealed in Part.* Section 4 of Act 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River pollution), Act of June 4, 1945, as amend., 32 P.S. § 751.1, et seq.

(Relating to Delaware River pollution) Act of April 19, 1945 as amend. 32 P.S. § 815.31, et seq.

Delaware River Basin Compact, Act of July 7, 1961, as amended, 32 P.S. § 815.101, et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945, as amended, 32 P.S. § 816.1, et seq.

Great Lakes Basin Compact, Act of March 22, 1956, as amended, 32 P.S. § 817.1, et seq.

Brandywine River Valley Compact, Act of September 9, 1959, as amend. 32 P.S. § 818, et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967, as amended, 32 P.S. § 819.1, et seq.

Susquehanna River Basin Compact, Act of July 17, 1968, as amended, 32 P.S. § 820.1, et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985, as amended, 32 P.S. § 820.11, et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968, as amended, 32 P.S. § 5001, et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968, § 2), as amended, 32 P.S. § 5101, et seq.

Bluff Recession and Setback Act, Act of May 13, 1980, as amended, 32 P.S. § 5201, et seq.

Wild Resource Conservation Act, Act of June 23, 1982, as amended, 32 P.S. § 5301, et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986, as amended, 34 Pa. C.S.A. § 101, et seq.

VIII. Purdon's Statutes - Title 35 (Health and Safety)

(Related to public eating and drinking places), Act of May 23, 1945, as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, repealed this section in so far as it is inconsistent with said act (3 Pa. C.S.A. § 6501, et seq.). §§ 655.1 to 655.11. §§ 655.12a to 655.13a repealed by 2010, Nov. 23, P.L. 1039, No.106, § 8(2)(ii), effective in 60 days [Jan.24, 2011]

The Public Bathing Law, Act of June 23, 1931, as amended, 35 P.S. § 672, et seq.

The Clean Streams Law (Related to the protection of public water supply), Act of June 22, 1937, as amended, 35 P.S. § 691.1, et seq.

PA Safe Drinking Water Act, Act of May 1, 1984, as amended, 35 P.S. § 721.1, et seq.

PA Sewage Facilities Act, Act of January 24, 1966 as amended, 35 P.S. § 750.1, et seq.
Repealed in Part. Section 15 of Act 1990, July 1, repealed this section insofar as it relates to fee payments.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974, as amended, 35 P.S. § 755.1, et seq.

(Related to pollution from abandoned coal mines), Act of December 15, 1965 as amended, 35 P.S. § 760.1, et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988, as amended, 35 P.S. § 7130.101, et seq.

(Related to Camp Regulation), Act of November 10, 1959 as amended 35 P.S. § 3001, et seq.

Air Pollution Control Act, Act of January 8, 1960, as amended 35 P.S. § 4001, et seq.

Solid Waste Management Act, Act of July 7, 1980 as amended, 35 P.S. § 6018.101, et seq. *Repealed in Part.* Section 905(b) of Act 1988, Feb. 9, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101, et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984, as amended, 35 P.S. 7110.101, et seq. *Repealed in Part.* Section 17(b) of Act 1992, Dec. 18, provides that this section is repealed insofar as it is inconsistent with said act. Section 6(3) of 2007, July 13, P.L. 95, No. 31, imd. Effective, provides that “[a]ll other acts and parts of acts are repealed insofar as they are inconsistent with this act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 as amended, 35 P.S. § 7301, et seq.

IX. Purdon's Statutes - Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945, as amended, 36 P.S. § 670-101, et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, repealed this act insofar as it's inconsistent with said act.

Junkyards and Automotive Recycler Screen Law, Act of July 28, 1966, as amended, 36 P.S. § 2719.1, et seq.

Highway Vegetation Control Act of December 20, 1983 as amended, 36 P.S. § 2720.1, et seq.

X. Purdon's Statutes – Title 37 APPENDIX (Historical & Museums)

History Code, Act of May 26, 1988, as amd, 37 Pa.C.S.A. § 101, et seq.

XI. Purdon's Statutes - Title 43 (Labor)

General Safety Law
(Related to General Safety), Act of May 18, 1937, as amended, 43 P.S. § 25-1, et seq.

Seasonal Farm Labor Act, Act of June 23, 1978, as amended, 43 P.S. § 1301.101, et seq.

XII. Purdon's Statutes - Title 52 (Mines and Mining)

Coal Refuse Disposal Control Act of September 24, 1968, as amended, 52 P.S. § 30.51, et seq.

Surface Mine Land Acquisition & Reclamation Law
(Related to Coal Land Improvement), Act of July 19, 1965, as amended, 52 P.S. § 30.101, et seq.

Mine Fire and Subsidence Remedial Project Indemnification Law
(Related to Mine Fires & Subsidence), Act of April 3, 1968, as amended, 52 P.S. § 30.201, et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 as amended, 52 P.S. § 70-101, et seq.
(Related to discharge of coal into streams), Act of June 27, 1913 as amended, 52 P.S. § 631, et seq.

(Caving-in, Collapse, Subsidence), Act of May 27, 1921, as amended, 52 P.S. § 661, et seq.

Anthracite Coal Mining Regulation Law
(Related to Subsidence), Act of September 20, 1961 as amended, 52 P.S. § 672.1, et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 as amended, 52 P.S. § 681.1, et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, provided that this section repealed insofar as it is inconsistent with Act No. 147.

Anthracite Mine Drainage Law
(Related to control and drainage of water from coal formations), Act of July 7, 1955 as amended, 52 P.S. § 682, et seq.

Bituminous Coal Mine Safety Act, Act of July 7, 2008, 52 P.S. § 690-101, et seq.

(Related to Abandoned Mines – abandoned mines; sealing entries and air shafts), Act of May 7, 1935, as amended, 52 P.S. § 809, et seq.

(Related to maps and plans of mines), Act of June 15, 1911, as amended, 52 P.S. § 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 as amended, 52 P.S. § 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19, provides that, except as provided in § 3304 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, as amended, 52 P.S. § 1406.1, et seq.

Bituminous Mine Subsidence in Counties of the Second Class. (Related to cave-in or subsidence of surface above mines), Act of July 2, 1937, as amended, 52 P.S. § 1407, et seq.

(Related to Coal Stripping – Coal stripping Operation Defined), Act of June 18, 1941 as amended, 52 P.S. § 1471, et seq.

(Related to Coal under State Lands – Easements and Rights of Way), Act of June 1, 1933 as amended, 52 P.S. § 1501, et seq.

(Related to Mining Safety Zones – Establishment of Safety Zones), Act of Dec. 22, 1959 as amended, 52 P.S. § 3101, et seq. *Repealed in Part* – Act 1959, Dec. 22, P.L. 1994, No. 729 [52 P.S. §§3101 TO 3109], is repealed to the extent applicable to bituminous coal mines by 2008, July 7, P.L. 654, No. 55, §3101(b)(3), effective in 180 days [Jan. 5, 2009]

(Coal and Clay Mine Coal Subsidence Insurance Fund Law), Act of August 23, 1961 as amended, 52 P.S. § 3201, et seq.

Interstate Mining Compact, Act of May 5, 1966 as amended, 52 P.S. § 3251, et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984, as amended, 52 P.S. § 3301, et seq.

XIII. Purdon's Statutes - Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 as amended, 58 P.S. § 401, et seq.

PA Used Oil Recycling Act, Act of April 9, 1982, as amended, 58 P.S. § 471, et seq.

Coal & Gas Resource Coord. Act, Act of Dec. 18, 1984, as amended, 58 P.S. § 501, et seq.

(Relates to oil and gas), Act of February 14, 2012, 58 Pa. C.S.A. § 3201, et seq.

XIV. Purdon's Statutes Title 63 (Professions and Occupations)

Water and Wastewater Systems Operators' Certification Act, Act of November 18, 1968 as amended, 63 P.S. § 1001, et seq.

XV. Purdon's Statutes - Title 64 (Public Lands)

PA Appalachian Trail Act, Act of April 28, 1978, as amended, 64 P.S. § 801, et seq.

XVI. Purdon's Statutes - Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 as amended, 71 P.S. § 51, et seq.

XVII. Purdon's Statutes - Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 as amended, 72 P.S. § 3946.1, et seq.

(Related to pollution control services), Act of March 4, 1971 as amended, 72 P.S. § 7602.1, et seq. Deleted Section 7602.5 by the Act 2000, May 24. *Repealed in Part.* Section 7602.3 of the Act 2007, Dec. 18, was repealed to effectuate the enactment of 35 P.S. § 6021.4.

XVIII. Purdon's Statutes - Title 73 (Trade and Commerce)

Infrastructure Development Act, Act of July 11, 1996, as amended, 73 P.S. § 393.21, et seq.

(Related to Explosives), Act of July 1, 1937 as amended, 73 P.S. § 151, et seq.; *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

(Related to Explosives), Act of July 10, 1957 as amended, 73 P.S. § 164, et seq. *Suspended in Part.* Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See* 71 P.S. § 751-35.

Purchase of Black Powder in Contiguous States

(Related to Black Powder), Act of May 31, 1974, 73 P.S. § 169 et seq.

(Related to excavation and demolition), Act of Dec.10, 1974 as amended, 73 P.S. § 176, et seq.

XIX. Purdon's Statutes - Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976, as amended., 75 Pa. C.S.A. § 101, et seq.

Snowmobile and All-Terrain Vehicle Law, Act of June 17, 1976, as amended, 75 Pa. C.S.A. § 7701, et seq.

(Related to hazardous materials transportation), Act of June 30, 1984, 75 Pa. C.S.A. § 8301, et seq.

XX. Purdon's Statutes - Title 77 (Workmen's Compensation)

Workers' Compensation Act, Act of June 2, 1915 as amended, 77 P.S. § 1, et seq.

PA Occupational Disease Act, Act of June 21, 1939, as amended, 77 P.S. § 1201, et seq.

XXI. Other Statutes

Infectious and Chemotherapeutic Waste Disposal

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988, 35 P.S. § 6019.1, et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988, 35 P.S. § 6020.101. Repealed insofar as inconsistent with the Hazardous Sites Cleanup Fund Funding Act, 35 P.S. § 6021.1 ET SEQ., PURSUANT TO 2007, Dec. 18, P.L. 486, No. 77, § 18(b) imd. effective

XXII. Pennsylvania Constitution - Article I, Section 27 (Adopted May 18, 1971)

FEDERAL LAW

Acid Precipitation Act of 1980 (42 U.S.C. § 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. § 1901-1915).

Americans with Disabilities Act of 1990, (42 U.S.C. § 12101-12213 and 47 U.S.C. § 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs. 201-214 (15 U.S.C. § 2641-2656)].

Atomic Energy Act of 1954 (42 U.S.C. § 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. § 47501-47510).

Clean Air Act (42 U.S.C. § 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. § 1451-1466).

Comp.Env.Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. § 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136-136y).

Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Geothermal Energy R& Development, Demonstration Act of 1974 (30 U.S.C. § 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. § 2901 note).

Hazardous Substance Response Revenue Act 1980 (see 26 U.S.C. § 4611, 4612, 4661, 4662).

Low-Level Radioactive Waste Policy Act (42 U.S.C. § 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. § 1401-1445)

National Climate Program Act (15 U.S.C. § 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. § 4321-4370h).

Noise Control Act of 1972 (42 U.S.C. § 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. § 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. § 1801-1866).

Public Health Service Act (42 U.S.C. § 300f-300j-11).

Safe Drinking Water Act [Public Health Service Act 1401-1451 (42 U.S.C. § 300f-300j-26)].

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. § 2001-2009).

Solid Waste Disposal Act (42 U.S.C. § 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. § 1201-1328)

Toxic Substances Control Act (15 U.S.C. § 2601-2695d).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. § 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. § 10301-10309).