

MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER
PURSUANT TO 36 CFR § 800.6(b)(2)
REGARDING THE MERCER PIKE BRIDGE OVER CONNEAUT OUTLET BRIDGE
REPLACEMENT (STATE ROUTE 2003, SECTION B00)
UNION TOWNSHIP, CRAWFORD COUNTY PENNSYLVANIA

WHEREAS, the Federal Highway Administration (FHWA) and the Pennsylvania Department of Transportation (PennDOT) have replaced the Mercer Pike Bridge carrying State Route 2003 over the Conneaut Outlet (Project);

WHEREAS, the terms of the Letter of Agreement (LOA; see Appendix A) executed in July 2011 for the above referenced undertaking were not carried out which resulted in the demolition of the Mercer Pike Bridge, a property eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the Mercer Pike Bridge is no longer available for rehabilitation and reuse at the Wightman Road location (as stipulated in the LOA), and the Wightman Road Bridge is programmed on the Transportation Improvement Plan (TIP) as its own separate undertaking apart from the Project; and

WHEREAS, the FHWA has consulted with the State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP) to terminate the LOA and to enter into this Memorandum of Agreement (MOA) to mitigate for the adverse effects of the Project on the Mercer Pike Bridge; and

WHEREAS, the FHWA, pursuant to 36 CFR § 800.3, made an effort to seek consulting parties and identified the following groups: the Historic Bridge Foundation and HistoricBridges.org; and

WHEREAS, the FHWA has notified the ACHP of the adverse effect and the termination of the LOA, and the ACHP has agreed to participate in this MOA;

WHEREAS, the FHWA has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. Part 470 (NHPA), and its implementing regulations (36 CFR § 800) to resolve the effects of the Project on historic properties; and

WHEREAS, the FHWA and the SHPO have invited PennDOT and the Historic Quaker Bridge Foundation to sign this MOA, agreeing to the terms and conditions and accepting their roles in the completion of mitigation stipulations, and have invited Crawford County, the Historic Bridge Foundation, and HistoricBridges.org to be concurring parties in this MOA; and

NOW, THEREFORE, the FHWA, the ACHP and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Project on historic properties.

Stipulations

FHWA shall ensure that the following measures are carried out:

- A. PennDOT will pay up to \$25,000 to an engineering/survey firm to complete the survey and subdivision of property adjacent to the Quaker Bridge, Hempfield Township, Mercer County (parcel 09-043-013).
- B. PennDOT will contribute \$56,000 to the Historic Quaker Bridge Foundation. The funds will be used for the purchase of land adjacent to the Quaker Bridge, Hempfield Township, Mercer County (parcel 09-043-013 to be subdivided); the purchased land will be part of a park to ensure the preservation of the Quaker Bridge, a structure listed on the NRHP. (Appendix B contains the Private-Public Partnership agreement between FHWA, PennDOT, and the Historic Quaker Bridge Foundation for the transfer and preservation of the Quaker Bridge).
 - 1. If the Historic Quaker Bridge Foundation accepts the \$56,000 but cannot use the funds for its intended purpose within one year of implementation of this MOA, then the Foundation will return those funds to PennDOT.
 - 2. If the Historic Quaker Bridge Foundation returns those funds, then FHWA will consult with the signatories to this MOA to select another alternate form of mitigation without the need to amend this MOA.
- C. Detailed shop drawings of the Mercer Pike Bridge were prepared prior to its dismantling. PennDOT will prepare archival copies of these drawings and will offer them to the Pennsylvania Historical and Museum Commission (PHMC) Archives and the Crawford County Historical Society.
- D. Four cast iron portal braces remaining from the demolished Mercer Pike Bridge will be offered to local historical societies or museums for public display. If after three years a recipient cannot be found to accept the pieces, then PennDOT may scrap the pieces. These braces will remain stored and secured at the PennDOT Maintenance Shed in Centerville, Crawford County until they are accepted by an organization for curation or until they are scrapped.
- E. PennDOT will donate the remaining pieces of the Mercer Pike Bridge, apart from the portal braces, to experts working with historic wrought iron and steel for scholarly and research purposes. PennDOT will commence searching for a suitable recipient when this MOA is executed. Removal and transport of the remaining pieces will be the responsibility of the accepting recipient. If after three years a recipient cannot be found to accept the pieces, then PennDOT may scrap the remaining pieces. These pieces will remain stored and secured at the PennDOT Maintenance Shed in Centerville, Crawford County until they are accepted by an organization for research or until they are scrapped.
- F. PennDOT will rehabilitate the Marsh Road Bridge (Bridge Key # 13434), a nearby bridge not affected by the Project, using the *Secretary of the Interior's Standards for*

Rehabilitation; the rehabilitation will also be done to meet the transportation needs of the facility.

1. PennDOT will afford the SHPO and the consulting parties an opportunity to review the scope of work for the rehabilitation. If any party has comments on the scope of work, then they must respond in writing within 30 days of receiving the scope of work.
2. If any party objects to the scope of work, PennDOT will consult further with the objecting party and the FHWA to resolve the objection.
3. If it is later determined by PennDOT in consultation with the FHWA that the Marsh Road Bridge cannot be rehabilitated to meet the *Secretary of the Interior's Standards for Rehabilitation* or to meet the transportation needs of the facility, then FHWA will consult with the signatories to this MOA to select another state or Crawford County owned bridge for rehabilitation.
 - a) PennDOT and FHWA, in consultation with the signatories to this MOA, will determine if the selected bridge can be rehabilitated to meet the transportation needs of the facility, if the rehabilitation can be done in conformance with the *Secretary of the Interior's Standards for Rehabilitation*, and within the available budget. If the selected bridge cannot meet those requirements, then FHWA, PennDOT and the signatories will consult to determine if there is another suitable bridge that can be rehabilitated.
 - b) If a suitable bridge cannot be identified, then FHWA will consult with the signatories to this MOA to select another alternate form of mitigation without the need to amend this MOA.

Administrative Conditions

G. Personnel Qualifications

PennDOT shall ensure that all historic preservation work is carried out by or under the direct supervision of a person or persons meeting, at a minimum, *Secretary of the Interior's Professional Qualification Standards for Architectural Historian Professionals* (48 FR 44738-9).

H. Amendments

Any party to this MOA may propose to the FHWA that the MOA be amended, whereupon the FHWA shall consult with the other parties to this MOA to consider such an amendment.

I. Resolving Objections

1. Should any party to this MOA object in writing to the FHWA regarding any action carried out or proposed with respect to the Project or implementation of this MOA, the FHWA shall consult with the objecting party to resolve the objection. If after initiating such consultation FHWA determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to the ACHP including FHWA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
 - a) Advise the FHWA that the ACHP concurs in FHWA's proposed response to the objection, where-upon FHWA shall respond to the objection accordingly;
 - b) Provide the FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or
 - c) Notify the FHWA that the objection will be referred for comment pursuant to 36 CFR § 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by FHWA in accordance with 36 CFR § 800.7(c)(4) and Part 110(1) of NHPA.
2. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, the FHWA may assume the ACHP's concurrence in its proposed response to the objection.
3. The FHWA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; FHWA's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

J. Resolution of Objections by Public

Should an objection pertaining to historic preservation or the implementation of the terms of this MOA be raised by a member of the public in a timely and substantive manner, the FHWA shall notify the parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

K. Review of Implementation and Sunsetting

1. If the stipulations have not been implemented within five years after execution of this MOA, the parties to this agreement shall review the MOA to determine whether revisions are needed. If revisions are needed, the parties to this MOA shall consult in accordance with 36 CFR § 800 to make such revisions.

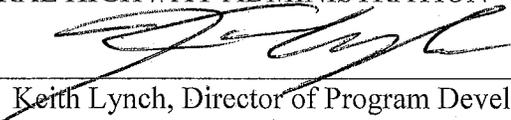
2. If the terms of this MOA have not been implemented by ten years from the date of the signed MOA, this MOA shall be considered null and void. In such event the FHWA shall so notify the parties to this MOA, and shall initiate consultation with the parties to this agreement to determine appropriate actions.

L. Termination

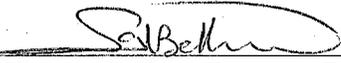
1. Any signatory may terminate this MOA by providing notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR § 800.

Execution of this MOA by the FHWA, the ACHP and the SHPO, and implementation of its terms, evidences that FHWA has taken into account the effects of the undertaking on historic properties.

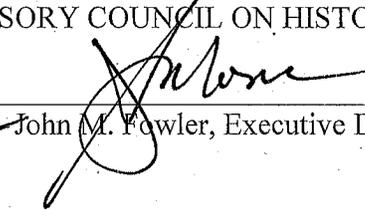
FEDERAL HIGHWAY ADMINISTRATION

By:  Date: May 20, 2014
Keith Lynch, Director of Program Development

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

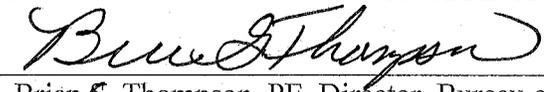
By:  Date: April 14, 2014
Serena Bellew, Director, Bureau for Historic Preservation,
Pennsylvania Historical and Museum Commission

ADVISORY COUNCIL ON HISTORIC PRESERVATION

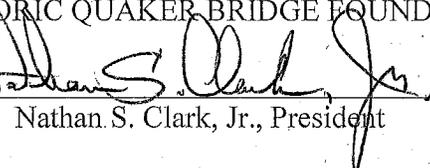
By:  Date: June 4, 2014
John M. Fowler, Executive Director

Invited Signatories:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

By:  Date: 4/4/14
Brian S. Thompson, PE, Director, Bureau of Project Delivery

HISTORIC QUAKER BRIDGE FOUNDATION

By:  Date: MARCH 8, 2014
Nathan S. Clark, Jr., President

Concurring Parties:

CRAWFORD COUNTY COMMISSIONERS

By: _____ Date: _____
C. Sherman Allen

By: _____ Date: _____
Jack P. Lynch

By: _____ Date: _____
Francis F. Weiderspahn, Jr.

HISTORIC BRIDGE FOUNDATION

By: _____ Date: _____
Kitty Henderson, Executive Director

HISTORICBRIDGES.ORG

By: Nathan Holth Date: 3-10-14
Nathan Holth

Approved as to Legality and Form

by: Michael Steine Date: 4/15/14
for Chief Counsel 4/15/14

by: [Signature] Date: 5/2/14
Deputy General Counsel

by: [Signature] Date: 5/13/14
Deputy Attorney General

Concurring Parties:

CRAWFORD COUNTY COMMISSIONERS

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

HISTORIC BRIDGE FOUNDATION

By:  _____ Date: 3/18/14

HISTORICBRIDGES.ORG

By: _____ Date: _____

Approved as to Legality and Form

by: _____ Date: _____
for Chief Counsel

by: _____ Date: _____
Deputy General Counsel

by: _____ Date: _____
Deputy Attorney General

Concurring Parties:

CRAWFORD COUNTY COMMISSIONERS

By: C. Sherman Allen Date: 3/10/14
C. Sherman Allen

By: Jack P. Lynch Date: 3/10/14
Jack P. Lynch

By: Francis F. Weiderspahn, Jr. Date: 03/10/2014
Francis F. Weiderspahn, Jr.

HISTORIC BRIDGE FOUNDATION

By: _____ Date: _____
Kitty Henderson, Executive Director

HISTORICBRIDGES.ORG

By: _____ Date: _____
Nathan Holth

Approved as to Legality and Form

by: _____ Date: _____
for Chief Counsel

by: _____ Date: _____
Deputy General Counsel

by: _____ Date: _____
Deputy Attorney General

APPENDIX A:
LETTER OF AGREEMENT

LETTER OF AGREEMENT
BETWEEN
THE FEDERAL HIGHWAY ADMINISTRATION, THE PENNSYLVANIA STATE HISTORIC
PRESERVATION OFFICER
AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
REGARDING IMPLEMENTATION OF THE PROPOSED
MERCER PIKE BRIDGE OVER CONNEAUT OUTLET BRIDGE REPLACEMENT
(STATE ROUTE 2003, SECTION B00)
UNION TOWNSHIP, CRAWFORD COUNTY PENNSYLVANIA

WHEREAS, the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the State Historic Preservation Officer (SHPO) and the Pennsylvania Department of Transportation (PennDOT) have signed a Programmatic Agreement (PA) regarding implementation of the Federal Aid Highway Program in Pennsylvania (March 18, 2010); and

WHEREAS, pursuant to Stipulation III.B.7 of the PA, PennDOT has determined that one National Register of Historic Places (NR) eligible property is located within the APE: the NR eligible Mercer Pike over Conneaut Outlet Bridge (S.R. 2003, Section B00); and

WHEREAS, pursuant to Stipulation III.B.10 of the PA, PennDOT has determined that the Project will have an adverse effect on the Mercer Pike over Conneaut Outlet Bridge; and

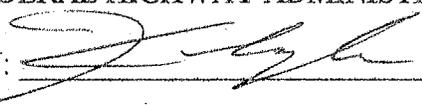
WHEREAS, the Crawford County Commissioners have authorized the reuse of the rehabilitated Mercer Pike Bridge trusses with new floorbeams and deck to replace the existing bridge carrying Wightman Road over Conneaut Outlet (Crawford County Commissioners authorization June 23, 2011); and

NOW, THEREFORE, the FHWA, SHPO, and PennDOT agree that the following stipulations will be completed by PennDOT in order to mitigate the adverse effects of the Project:

1. Utilizing funds from the FHWA and PennDOT, PennDOT will remove the trusses off their current location, rehabilitate the trusses in a shop setting, paint and store the trusses until the trusses can be installed at a new location. These activities will be completed within 5 years from the date of the executed agreement.
2. PennDOT will investigate reusing the rehabilitated trusses with new floorbeams and deck at the location of Wightman Road over the Conneaut Outlet and will ensure that a re-erected bridge can meet a minimum of H15 load capacity before proceeding with re-erection of the Mercer Pike Bridge at Wightman Road. This activity will be completed within 5 years from the date of the executed agreement.
3. In the event that the Mercer Pike Bridge trusses cannot be utilized at Wightman Road over the Conneaut Outlet, either because a H15 load capacity cannot be achieved or for other structural reasons, PennDOT will market the Mercer Pike Bridge for reuse at an alternative location. This activity will be completed within 10 years from the date of the executed agreement.

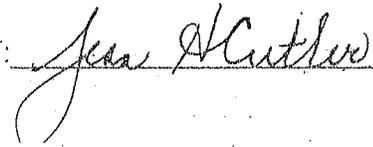
This letter agreement does not supercede other provisions of the PA.

FEDERAL HIGHWAY ADMINISTRATION

BY: 

DATE: 7/25/11

PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

BY: 

DATE: 7/19/2011

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BY: *Bruce Thompson*

DATE: 7/14/11

Approved as to Legality and Form

By: *Michael H. Line* Date: 07-21-2011
For Chief Counsel

Jan 7/21/2011

APPENDIX B:

PRIVATE-PUBLIC PARTNERSHIP AGREEMENT

AGREEMENT NO. 010P81
FEDERAL ID NO. 25-1407396

COUNTY: MERCER
MUNICIPALITY: HEMPFIELD TOWNSHIP

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT CONCERNING USE OF
FEDERAL FUNDS FOR BRIDGE PRESERVATION

THIS AGREEMENT, made and entered into this 8th day of January,
2008, by and between the Commonwealth of Pennsylvania, acting through the
Department of Transportation ("the DEPARTMENT"),

and

The Historic Quaker Bridge Foundation, c/o Nathan S. Clark, Jr., President,
136 St. Glory Road, Greenville, PA 16125 ("THQBF").

WITNESSETH:

WHEREAS, as the result of a bridge replacement project funded with a
combination of state and federal funds on State Route 4006, also known as Williamson
Road, Section B01, over the Little Shenango River, in Hempfield Township, Mercer
County, the DEPARTMENT vacated the right-of-way occupied by the former bridge, a
truss structure built in 1898 and known as the Quaker Bridge ("Bridge"), located
downstream from the new bridge; and,

WHEREAS, the DEPARTMENT's construction contract for the bridge
replacement project includes funds for demolition of the Bridge; and,

WHEREAS, the Bridge has been listed on the National Register of Historic Places since 1988; and,

WHEREAS, THQBF is a donor-advised fund within the Northern Mercer County Community Foundation, which in turn is a regional affiliate of the Community Foundation of Western Pennsylvania and Eastern Ohio, a tax-exempt public charity pursuant to Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, THQBF was established to own, maintain and preserve the Bridge as a historic structure at its current location and is taking steps to acquire the vacated right-of-way, including the Bridge, from the owner of the underlying fee; and,

WHEREAS, THQBF intends to develop a community park having the Bridge as its centerpiece within the vacated right-of-way and on adjacent private land; and,

WHEREAS, the DEPARTMENT, rather than proceeding with the demolition of the Bridge, is willing to allow THQBF to preserve it in place and to make the funds that would have been spent on demolition ("demolition offset funds") available to THQBF for preservation activities; and,

WHEREAS, the United States Department of Transportation, Federal Highway Administration ("FHWA") has approved the release of the demolition offset funds to THQBF in the amount of 100% of the current estimate for demolition cost of \$27,516.55; and,

WHEREAS, the FHWA's authorizing the release of the demolition offset funds to THQBF is contingent upon, among other things, THQBF's entering into an agreement with the DEPARTMENT providing for the repayment of these funds if the Bridge either ceases to be preserved or to be used as currently intended; and,

WHEREAS, the parties are entering into this Agreement to address the conditions governing THQBF's receipt and use of the demolition offset funds.

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

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

2. Following full execution of this Agreement, the obtaining of any required permits and approvals from the DEPARTMENT and other governmental agencies, and the submission of any other documentation required by the DEPARTMENT, the DEPARTMENT agrees to release the demolition offset funds to THQBF. The funds will be paid to THQBF by the DEPARTMENT's construction contractor through the contract for the bridge replacement project.

3. THQBF agrees that its acceptance of the demolition offset funds precludes it from receiving future federal-aid transportation funding for preservation of the Bridge and related projects; however, acceptance of these funds will not prevent it from seeking funding from state, local and private sources. Furthermore, THQBF agrees that the total amount of demolition offset funds being made available to it is \$27, 516.55 and that it shall bear all bridge preservation costs in excess of this amount, to the extent it cannot secure funding from outside sources.

4. Because the release of the demolition offset funds is expressly predicated on the preservation of the Bridge, if THQBF, its successors or assigns ceases to preserve the Bridge or to use it as currently intended as part of a community park, it shall

immediately notify the DEPARTMENT. It shall send the notification to the following address:

District Executive
Pennsylvania Department of Transportation
Engineering District 1-0
255 Elm Street
Oil City, PA 16301

Within thirty (30) days of the receipt of a statement from the DEPARTMENT, THQBF shall remit to the DEPARTMENT an amount equal to the demolition offset funds provided. The funds shall be refunded to the FHWA and the DEPARTMENT for use on other transportation projects in the following percentages: 80% to the FHWA and 20% to the DEPARTMENT.

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

6. THQBF shall have the right to transfer ownership and maintenance responsibilities for the Bridge, subject to prior written consent of the DEPARTMENT. The DEPARTMENT's consent shall be subject to the transferee's express acceptance of the repayment obligation contained in Paragraph 3. Except for this condition, the DEPARTMENT shall not unreasonably withhold, delay or condition its consent.

7. THQBF shall comply with the following standard Commonwealth contract provisions, which are attached as exhibits and made part of this Agreement: Nondiscrimination/Sexual Harassment Clause (Exhibit "A"), Contractor Integrity Provisions (Exhibit "B"), Contractor Responsibility Provisions (Exhibit "C") and Provisions Concerning the Americans with Disabilities Act (Exhibit "D").

8. This Agreement and the authorizations granted in it shall be effective only after full execution and approval by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

9. Upon execution, this document, together with all exhibits and attachments annexed to it, constitutes the entire agreement between the parties and completely expresses their intent. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of this document shall be valid unless it is in writing and duly executed and approved by the parties.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF MERCER)

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

By [Signature] 12/3/07
Deputy Secretary of
Transportation DATE

ATTEST: THE HISTORIC QUAKER BRIDGE FOUNDATION*

BY [Signature] 11-8-07
Title: Notary Public DATE

BY [Signature]
Title: PRESIDENT DATE 11-8-07

(SEAL) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robin E. Fisher, Notary Public
Hempfield Twp., Mercer County
My Commission Expires Nov. 17, 2007

Member, Pennsylvania Association of Notaries
DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

APPROVED AS TO LEGALITY
AND FORM

DOCUMENT NO. 010881
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT NON-CERTIFIED

BY [Signature]
for Chief Counsel DATE 12/4/07

BY [Signature] 1-2-08
Deputy General Counsel DATE

BY [Signature] 12/9/07
for Comptroller DATE

BY [Signature] 1/2/08
Deputy Attorney General DATE

*THQBF's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the spaces provided and date all signatures.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, 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 provision 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.

Exhibit "A"

CONTRACTOR INTEGRITY PROVISIONS

1. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following 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 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 execution of this agreement.
 - c. **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees 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, employee, 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 the Contract 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 the Contract.
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 employee 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 the Contract 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. 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 the Contract 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 refers to or concern the Contract. 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 this 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.

EXHIBIT "B"

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 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 government 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:

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

January 16, 2001

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.

EXHIBIT "D"

The Historic Quaker Bridge Foundation
(THQBF)

Special Board of Directors Meeting

Hempfield Township Municipal Building.

November 7, 2007 7:00 PM

Attending: Bruce Armitage Michael Bradley Pete Candela Bill Philson Nate Clark

Absent: Janet Lanfried Lisa Holm-Schrader Lee McCoy Becky Piccolin

General Discussion:

Calling the meeting to order at 7:05 p.m., Nate reiterated to the group that the Federal Highway Administration (FHWA) "demolition offset" money could be obtained by THQBF, through PennDOT. This process would be triggered by the Board voting to accept the Public-Private Partnership Agreement (PPP) put before us by PennDOT. This would release to THQBF 100% of the contractor's estimate for demolition costs to raze Quaker Bridge. All Board members are aware that accepting this funding will preclude getting further *federal* funding in the future for bridge maintenance and associated bridge park projects, but it will NOT prevent us from later receiving other funds/grants administered by state, local, private or other sources.

After a brief discussion, a motion was made by Nate to vote on the PPP. It was seconded by Bill Philson and all five Board members present voted unanimously to accept. The proxies provided by the four absent Board members were also in the affirmative. The vote to proceed on this path with PennDOT and FHWA was thus unanimously approved by The Historic Quaker Bridge Foundation Board of Directors.

Resolution:

As recorded in the minutes of its May 30, 2007 regular meeting, the THQBF Board formally adopted the following resolution in regard to the demolition offset money. A motion was made and seconded at that time and all seven Board members then present agreed unanimously to accept this resolution:

Resolution: The Historic Quaker Bridge Foundation agrees to accept Demolition Offset monies from PennDOT for the purpose of acquiring the property and any necessary legal or professional fees need to make that acquisition.

Property Ownership:

The bridge and the property remain under the ownership, respectively, of PennDOT and Mr./Mrs. Dale Aber and Mr./Mrs. Dale Hartz. We have a Sales Agreement in hand signed by the private property owners, and the intent of the Commonwealth with regard to the bridge and the abandoned Williamson Road Right-of-Way is clear from their cooperation, and their drafting and offering of the PPP agreement (the vacated R-O-W will briefly 'pass through' the private property owners' hands, en route to being conveyed to THQBF).

Once the PPP is signed by THQBF, Notarized and conveyed to PennDOT for further handling, our next major focus must be to get on-site with our registered surveyor and Mr. Hartz, who has been designated by the others with ownership interest in the private property to speak for them regarding establishing new property lines. With designated boundaries of the future bridge/park site surveyed for subdividing it, we can proceed with the sale. Once we own the land, we can move forward with PennDOT and DEP on finalizing necessary permits for the obtaining the bridge, state highway driveway access, and any other required authorizations.

Meeting Adjourned: 7:55 P.M.

The Historic Quaker Bridge Foundation

(THQBF)

Hempfield Township Municipal Building

May 30, 2007 7:00 PM

Attending:

Bruce Armitage Michael Bradley Pete Candela Nate Clark
Lisa Holm-Schrader Lee McCoy Becky Piccolin

Absent:

Janet Lanfried Bill Philson

General Discussion:

The group welcomed Mr. Pete Candela as a new member of the Board. We look forward to working with him.

Nate informed the group that the entire PennDOT "demolition offset" money (\$12,250) could be obtained by THQBF, rather than just the 80% as previously thought. Since this money is sourced from the Federal Highway Administration, accepting this funding will preclude getting further federal funding in the future for bridge maintenance and associated projects. It will NOT, however, prevent us from receiving other funds/grants administered by state, local or other sources.

Initial Election of Officers:

The slate of officers proposed at the previous meeting was reviewed. The slate of officers was as follows:

President	Nathan Clark
Vice President	Bruce Armitage
Secretary	Becky Piccolin
Treasurer	Lisa Holm-Schrader

After a brief discussion, a motion was made by Mike Bradley and seconded by Pete Candela to Accept by Acclamation the entire officers' slate, as nominated. The group vote was unanimous to accept. These officers will serve until January, 2008, when elections will be held again.

Formal Seal of THQBF:

Bruce has drafted an official seal concept to be used by the THQBF, per requirement of the Shenango Valley Foundation. For technical reasons, the file did not come across in his e-mail. He offered to re-send this to all of the members via e-mail. We can all look at it and vote via e-mail to accept or reject of this proposal.

Future Meeting Minutes:

The Board agreed that the Board's meeting minutes will be sent to Board members shortly after each meeting by Becky (or a designee, in her absence). Any corrections or additions, if any, would then be submitted back to her. She will then combine the corrections and re-submit to all. The Board will then vote on acceptance or rejection of the corrected minutes at the next Board meeting.

Approval of By-Laws:

The group reviewed the draft by-laws submitted to the group by Bruce. These were drawn from a template provided to us by the Shenango Valley Foundation. Some of the legal language was confusing to some members, but basic agreement was reached on key questions, such as whether e-mail would be acceptable for meeting notifications. Other issues, such as what alternative status of future additional members might be, could not be answered at this meeting. Another question dealt with whether there was a legal difference

between "non-profit" and "not-for-profit." It was felt that there were too many points to the by-laws to discuss at one meeting or that could not be answered by the members of the group, and it was suggested that a sub-committee be formed to go over and clarify the finer points of the by-laws. All were in agreement with this. It was also acknowledged that there would likely need to be some revisions to the bylaws in the future, regardless.

Following an initial motion by Bruce and seconded by Nate, it was agreed to accept at this time the by-laws as submitted by Bruce, with the minor revisions made by the Board. Motion carried unanimously.

Resolution:

Lisa suggested to the group that we need to formally adopt the following resolution in regard to the demolition offset money:

Resolution: The Historic Quaker Bridge Foundation agrees to accept Demolition Offset monies from PennDOT for the purpose of acquiring the property and any necessary legal or professional fees need to make that acquisition.

A motion was made and seconded, and all agreed unanimously to accept this resolution.

Property Ownership Issues:

We still do not have title to the property or the bridge. It remains under the ownership of PennDOT, and Mr./Mrs. Aber and Mr./Mrs. Hartz.

Nate agreed to obtain from PennDOT a copy of the letter that Mr. Aber and Mr. Hartz signed and submitted agreeing to allow PennDOT to let the bridge remain in 2006 and for a group to obtain the property. Previously, Janet had drawn up a draft for an agreement of transfer of property via a proposed donation. This initiative was rejected by the two private property owners. We will ask her to help us with acquiring the land through purchase, with the Board providing any new information that she may need.

Lisa will check with several surveyors she is acquainted with to determine if we can get some financial consideration toward having the site surveyed for subdividing it.

Treasurer's Report:

Beginning Balance	-0-
Ending Balance 5/30/07	-0-

Meeting Adjourned:

8:30 PM