

Grant Agreement Number _____

PENNSYLVANIA CONSERVATION CORPS

Grant Application

Agency _____

Agency Type: ☐ political subdivision

Fed. ID# _____

☐ eligible non-profit

PA Vendor ID# (if known) _____

Address _____

Contact Person _____ Title _____

Phone _____ Ext. _____ Fax _____ E-mail _____

Start date: July 1, 2007

End date: June 30, 2008

When FULLY executed, this application becomes a grant agreement between the Pennsylvania Department of Labor and Industry, hereafter referred to as "L&I," and _____, hereafter referred to as "Project Sponsor," and "Contractor" for purposes of carrying out a Pennsylvania Conservation Corps project pursuant to Act 112 of 1984, as amended (32 P.S. Section 5501 et seq) and the grant procedures as provided by the Pennsylvania Conservation Corps.

In compliance with the grant application and requirements, conditions and specifications, the undersigned, on behalf of the Project Sponsor, which intends to be legally bound, hereby offers and agrees, if the grant application is accepted, to carry out the specified project at the amount set forth at the time(s) and point(s) specified. This application, along with the following attachments, is intended to be legally binding on the parties, their successors and/or assigns:

Attachment A: Project Proposal

Attachment B: PCC Grant Manual

Signature of Authorized Representative Date Title

Signature of Authorized Representative Date Title

Chief Counsel, L&I Date

General Counsel Date

Office of Attorney General Date

Deputy Secretary for Workforce Development Date

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds:

Comptroller Date

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Project Proposal

IMPORTANT

Proposal must be typewritten, using no smaller than a 10-point typeface.
Answers must be confined to the space provided.

Applying Agency

- 1. Project description.** List the work to be accomplished, in the order in which it is to be done. Be as specific and comprehensive as possible. Tell us exactly where each phase of the project will occur, and how long each is expected to take (more space on next page).

1. Project description (continued)

2. Inclement weather work. Identify *specific* projects that will be undertaken in times of inclement weather (work should be sufficient to occupy a full crew for at least three weeks).

3. Will this project take place on public land? ☐ Yes ☐ No

4. Have all necessary local, state and federal permits, approvals and clearances been obtained?
☐ Yes ☐ No ☐ Not applicable

5. If the project involves construction work, have all necessary plans and blueprints been developed?
☐ Yes ☐ No ☐ Not applicable

If no, please explain:

Project selection criteria. Explain in detail how the proposed project meets the following requirements.
(See PCC Grant Manual page 7 for definitions and point values.)

A. Educational opportunities and on-the-job training value:

B. Environmental and natural resource benefits:

6. Project selection criteria (cont.)

C. Opportunities for public use:

D. Future public value:

6. Project selection criteria (cont.)

E. Estimated additional revenue to be generated for the Commonwealth or its political subdivisions each year:

Amount: \$ _____

Explanation:

F. Statement of need:

7. Development costs

Itemize the construction materials and contracted services needed for the proposed project. Show *only* those materials and services that are to be purchased with PCC funds. (See PCC Grant Manual page 3 for definitions and limitations.)

[illegible]

Total: \$ _____

8. Development cost summary

\$ _____ Total development costs

x	.75
---	-----

= _____ **Maximum reimbursable amount**
(may not exceed \$15,000)

9. Have you included the following?

- ☐ project site map
- ☐ complete, original, unbound, grant application package (Grant Application sheet, plus Attachments A and B)
- ☐ three extra copies of the Project Proposal (Attachment A)

October 2006

PENNSYLVANIA CONSERVATION CORPS

Grant Manual

**FOR POLITICAL SUBDIVISIONS &
ELIGIBLE NON-PROFITS**



**Commonwealth of Pennsylvania
Department of Labor & Industry**

Attachment B

Mission Statement

The mission of the Pennsylvania Conservation Corps is to develop the workplace skills, life skills and self-confidence of corpsmembers; instill an ethic of citizenship; accomplish significant conservation and historical work; and carry out other projects of public benefit. The Corps is committed to a comprehensive approach that fosters a spirit of teamwork and advances the concept of individual empowerment through community service.

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Auxiliary aids and services are available upon request to individuals with disabilities.

Equal Opportunity Employer/Program.

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Introduction & background

The Pennsylvania Conservation Corps (PCC) is a state-funded program administered by the Department of Labor and Industry. The program was established and is governed by The Pennsylvania Conservation Corps Act, Act 112 of 1984, as amended (see page 17). Through the Corps, unemployed young adults aged 18 to 25 receive work experience and remedial education as they complete needed and highly visible community service projects. More than 14,000 young Pennsylvanians have served in the Corps; they have undertaken nearly 1,200 projects, including work in each of the Commonwealth's 67 counties.

The PCC is about individuals and communities, about hard work and quality training. The Corps brings together natural, historical, recreational and human resources so that all may benefit. In doing so, the PCC is helping to achieve several important goals for our Commonwealth, including:

- *Conserving our resources.* PCC corpsmembers improve fish and wildlife habitat, control erosion, reforest abandoned strip mines, and carry out countless other projects to protect, preserve and reclaim the state's natural heritage.
- *Creating economic opportunity.* PCC crews preserve historic sites, revitalize urban neighborhoods, improve parks and playgrounds, and in other ways make communities more attractive to tourists and businesses.
- *Preparing for the future.* Through the PCC's corpsmember development component, young Pennsylvanians get the basic education, technical training and life skills instruction they need to find and retain good jobs, and take their places as productive workers and citizens.

Agencies eligible to sponsor PCC projects are:

- The Departments of Labor & Industry, Conservation & Natural Resources (DCNR), Public Welfare, Military & Veterans Affairs, Corrections, Aging, Education, and Community & Economic Development
- The Pennsylvania Game, Fish & Boat and Historical & Museum Commissions
- The Pennsylvania Emergency Management Agency
- Political subdivisions
- Non-profit agencies in cities of the first class (for projects involving the removal of graffiti and repair of institutional vandalism only)

The instructions and procedures in this manual apply to PCC projects sponsored by political subdivisions and eligible non-profits.

If your agency is awarded a PCC project, **the Corps will provide:**

- A crew of young people and a skilled crewleader (all wages paid) for one year
- Funds toward the purchase of materials and contracted services (in many cases)
- Tools (except for certain specialty items)
- Crew transportation (in many cases)
- Ongoing technical assistance and advice

As a project sponsor, **you will be expected to provide:**

- A worksite and a fully developed scope of work
- Crew and materials transportation to remote work sites (if the PCC cannot provide a vehicle)
- A 25% match (cash, not in-kind) toward the purchase of materials and contracted services
- Work space and a reasonable use of office supplies and equipment for the crewleader
- Periodic backup supervision of the crew during crewleader absences
- The willingness to assist deserving young Pennsylvanians in their skills and personal development

The following pages tell how to apply for and operate a Pennsylvania Conservation Corps project. It's not as complicated as it looks! If you have any questions or comments please feel free to write or call us at:

Pennsylvania Conservation Corps
Room 1304 Labor & Industry Bldg.
Seventh & Forster Streets
Harrisburg, PA 17121
(717) 783-6385
E-mail: pcc@state.pa.us

How to apply

The PCC grant application package contains the following items: a Grant Application sheet; a project proposal form (Attachment A); and this Grant Manual (Attachment B). Applicants need to fill out only the first two items (Grant Application sheet and project proposal). Instructions for doing so appear below. *However, applicants should read the entire package very carefully—especially the legal provisions on pages 27-33.* By signing the Grant Application sheet, your agency will be legally bound by all of these provisions should it be selected to receive a grant.

General considerations

New PCC projects will begin on July 1, 2007, and end on June 30, 2008. *Applications will be accepted from political subdivisions and eligible non-profit agencies through Friday, January 5, 2007.* Agencies wishing to apply for a PCC project must submit the following:

- One complete, signed, unbound original grant package (cover sheet and Attachments A & B)
- Three extra copies of the Project Proposal (Attachment A)
- A project site map

Applications must be filled out completely. Incomplete applications will not be considered. Be as specific and as detailed as possible in all sections.

Applications must be typed, and the typeface used must be no smaller than 10 points. Answers must be confined to the space provided on the application. *Applications that depart from this format in any way may not be considered for funding.* (The project proposal form may be reproduced on the applicant's computer; however, spacing must be *identical* to that of Attachment A, and the typeface limitation must still be observed. Applicants are strongly urged to use the form provided in the grant package or the interactive form available for download on the PCC's website.)

As you plan your project and fill out your proposal, keep in mind the following:

- The PCC program is designed to provide high-quality job training and to carry out labor-intensive work related to resource conservation, recreation, historic preservation, urban beautification and the like. Under no circumstances may PCC crews be employed to perform routine maintenance activities such as lawn mowing, litter pickup or custodial work.
- Projects *must* be planned to last for a full year, and must be able to continue without interruption even in periods of severe or inclement weather.
- Prospective sponsors should allow *10 hours per week* for corpsmember development activities such as remedial education, life skills, career exploration, personal development, field trips and other related activities.

Some specifics to be aware of

Grant Application Sheet	<p>The Grant Application sheet and project proposal are self-explanatory for the most part; however, the following provides further clarification on a number of important points.</p> <p>Leave the Grant Agreement Number blank. Fill in your agency and contact information. If you do not know your agency's PA Vendor ID Number, you may leave the space blank. You will notice a blank line in the legal "boilerplate" in the middle of the page. Put your agency's official name here (e.g., "County of Butler" or "Bedford Area School District" or "Borough of Lehighton").</p> <p><i>The Grant Application sheet must be signed by an individual with the authority to bind your agency to a legal agreement (mayor, chairman of county commissioners, school superintendent, and so on).</i></p>
Project Proposal	<p>Your project proposal will be measured against the criteria shown on the Project Rating Sheet (page 7). <i>Be sure to address the criteria thoughtfully and completely.</i> Please note, regarding criterion A, "Educational opportunities and on-the-job training value": On-the-job training will be determined by the kinds of work the corpsmembers will be doing. The PCC staff will work with successful applicants to develop other educational opportunities for corpsmembers (basic education, literacy, first-aid & CPR, family planning, money management and others). Applicants should identify the specific kinds of educational opportunities available in their areas. Letters of support <i>from service providers</i> will be most helpful.</p>
Item number 6: Project selection criteria	
Item number 7: Costs	<p>Successful applicants will receive the services of a PCC crew for one year. All corpsmembers and crewleaders are enrolled under the Pennsylvania Conservation Corps program in the Department of Labor and Industry; their wages are paid to them directly, in full, by the Commonwealth of Pennsylvania.</p> <p>Applicants may request "development funds" for the purchase of construction materials and necessary contracted services. Project sponsors must front all approved development costs, and then request reimbursement. Political subdivisions and eligible non-profits will be reimbursed for 75 percent of approved development costs. <i>Development funds for political subdivisions and eligible non-profits will be limited to a maximum of \$15,000 per project.</i></p> <p>When filling out this section, be as specific and comprehensive as possible in listing the supplies or services to be purchased. (For example, categories such as "miscellaneous building supplies" are unacceptable. Use "lumber," "concrete," "electrical equipment," etc.). Keep the following in mind:</p>
Contracted services	<p>Since the idea behind PCC is to provide work experience to corpsmembers, the fewer contracted services the better. <i>When such services are part of an approved project, contracts entered into by sponsors must include a provision that requires the contractor to use the PCC crew as his or her labor force, and to teach the crew any skills that may be involved.</i></p>
Construction materials	<p>As stated above, be as specific and as comprehensive as possible. Under no circumstances will PCC purchase appliances, furniture or other materials whose installation offers little or no training value for corpsmembers. <i>All materials purchased with PCC funds must be installed by PCC corpsmembers.</i></p> <p>We will be happy to answer any questions you might have regarding allowable costs. Just give us a call.</p>
A note on tools	<p>The PCC will supply common hand tools and small, portable power tools needed for projects. The corps also has a limited number of larger tools (generators, table saws, and the like) and <i>may</i> be able to provide these for your project. However, we cannot guarantee the availability of these items; therefore, if your project will require large or specialty tools, you should plan on providing them. Sponsors may allocate development funds for the rental of larger tools.</p>

**Crew-only
program**

The PCC may fund one or more “crew-only” projects in political subdivisions. These projects will provide the services of a PCC crew for one year—but no funds for development costs. If your municipality or school district has a project that will offer solid experience and job training—and you don’t need funds for materials or contracted services—this program might be for you. There is a special application process for these projects; if you are interested in applying, please give us a call or send us an e-mail, and we’ll give you more information.

When your application has been completed

Attach a project boundary map, then mail the unbound original of the entire grant package, and three extra copies of the project proposal to the PCC at the address on page 2 of this manual.

Project rating and approval

Applications received from political subdivisions and eligible non-profits by the January 5 deadline will be rated according to the criteria on the Project Rating Form (page 7). Projects will be sorted by geographical area (see map, page 25), ranked according to the total number of points received, then approved beginning with the highest-scoring in each geographical area and moving down the lists until the funds allocated for local projects are exhausted.

Communities and organizations whose applications are not approved for funding will be given the opportunity to schedule a debriefing conference with the PCC staff to discuss the strengths and weaknesses of their proposals.

To receive reimbursement of approved development funds, agencies sponsoring PCC projects will need a PA Vendor ID Number. An agency that does not already have a Vendor Number will be asked to apply for one when its project is approved for funding.

Sponsors of approved projects may be required to attend a one-day training session in Harrisburg or, depending on the location of approved projects, at some other more convenient location.

Once your project has been approved

Assembling your crew

Crewleaders

The central PCC office will hire a crewleader for your project. Project sponsors who wish to have a particular individual given consideration for the crewleader slot should have that person submit a resume and a Personal Data Sheet (available at the local CareerLink) *directly to the PCC office*. Crewleader interviews will be conducted, and a crewleader selected, by the PCC staff.

Corpsmembers

Corpsmember candidates are screened and referred to projects by the local CareerLink. The crewleader is responsible for interviewing, enrolling and maintaining a full crew. The crew, once on board, becomes the responsibility of the project crewleader, who reports directly to the PCC staff in the Department of Labor and Industry. Project sponsors who have questions about or problems with the crew’s performance should direct their concerns to the crewleader. Sponsors experiencing performance problems with their crewleaders should contact the PCC staff.

Responsibilities of the crewleader

- plan and carry out the scope of work as outlined in the approved project;
- enroll and maintain a full crew;
- supervise and discipline corpsmembers;
- transport corpsmembers (in many cases—see below);
- coordinate corpsmember development activities with the project sponsor and the PCC staff;
- complete paperwork related to corpsmember and crewleader payroll, accident reporting and corpsmember enrollment and termination; and
- participate in crewleader and staff training activities.

Responsibilities of the project sponsor

- perform day-to-day monitoring of the crew and its work;
- purchase specialty tools and all materials, and see that they are delivered to the work site;
- provide any special expertise necessary to carry out the project;
- prepare and submit requests for reimbursement, monthly progress reports and final project reports (see below);
- provide the crewleader with desk space, file space, limited postage and office supplies, and reasonable use of a phone, a copy machine, a fax machine, and a computer or typewriter;
- provide crew supervision when the crewleader is ill or in training;
- provide transportation to remote work sites (if the PCC cannot provide a vehicle);
- provide the crewleader with a cell phone or two-way radio for emergency communication (both incoming and outgoing) whenever the crew's work site is more than five minutes' travel from a working, accessible, and non-public phone.

Vehicle availability

If corpsmembers are unable to transport themselves to the worksite, and the project sponsor is unable to provide transportation, the PCC will make every effort to provide a vehicle to the project crewleader. PLEASE NOTE: *The supply of vehicles is limited; applicants should **not** count on there being one available.*

Corpsmember development

Offering education, life skills, technical training, career exploration, field trips, crew exchanges, special projects and other corpsmember development activities is as crucial a part of the PCC's mission as the completion of projects. *Applicants for PCC funding are required to allow 10 hours per week for such activities*, which will be scheduled by the crewleader in cooperation with the project sponsor. Most corpsmember development activities will take the form of regularly scheduled classes or one-day presentations. Occasionally, however, crews may have the opportunity to participate in special projects or events that will last for two days or more. Project sponsors will be notified before such activities are scheduled for the crews at their sites.

Crewleader training

Crewleader training workshops will be scheduled several times a year. Each workshop will last from one to four days. Project sponsors may be asked to provide crew supervision while their crewleaders attend training.

Worksite safety

Project sponsors are expected to ensure that the project worksite meets all applicable state and federal health and safety standards.

Reporting requirements

Monthly progress reports (page 9) must be submitted by all project sponsors on the 15th day of the month following the month being reported.

Requests for reimbursement (page 11) are to be submitted along with the Monthly Progress Reports. *Reimbursement requests **MUST** be accompanied by legible copies of invoices for all materials and services purchased.* Normally, sponsors can expect to receive reimbursements four to six weeks after the request is received in the PCC office

Final project reports (page 13) and productivity measures (page 15) must be submitted by all sponsors at the close of their projects.

Allowable costs

Only costs outlined on the approved project are allowable. Any deviation must be approved, in advance and in writing, by the PCC office. Approved materials must be installed by PCC corpsmembers for their cost to be considered allowable.

Allowable work

Allowable work is that which is detailed on the approved project application. Requests to add, delete or change work must be approved, in writing, by the PCC office. Keep in mind that under no circumstances may PCC crews perform routine maintenance or janitorial work, or work on projects that include the clean-up of toxic waste or other hazardous substances.

Emergency work

The PCC Act authorizes the use of corpsmembers for emergency work that includes, but is not limited to, natural disasters, fire prevention and suppression, and the rescue of lost or injured persons. Sponsors wishing to employ the services of their crews for such work—for instance, to clear debris after a severe ice or wind storm—should discuss the matter with the crewleader, who will notify the PCC office. The PCC Act states that participation in emergency work is strictly voluntary, and that corpsmembers must be adequately trained before participating.

Site inspections

Program compliance inspections may be conducted by the PCC staff or other individuals authorized by the PCC office. Whenever possible, sponsors will be notified in advance that an inspection is to be made. Inspectors will want to interview corpsmembers, crewleaders and project sponsor staff; review records, files and purchasing documents; and view ongoing and completed projects.

Audits & record retention

PCC projects are subject to audit by the comptroller's office of the Department of Labor and Industry, by the auditor general, and by outside auditors. Program and financial records must be retained for at least five (5) years after the termination of the PCC project agreement or until all audits are complete and all findings resolved, whichever comes later.

Policy & procedure revisions

Amendments to the PCC Act or circumstances that arise in the field may necessitate revising the foregoing procedures. Revisions will be made in writing and distributed to all project sponsors.

Pennsylvania Conservation Corps
Project Rating Form
(for PCC staff use only)

Project name _____

Description of work _____

Each of the following six project selection criteria is worth either 10 or 20 points, for a maximum combined score of 100 points. *To be eligible for funding, a project must earn at least 60 points.*

1. Educational opportunities and on-the-job training value

- | | |
|----------------------|--|
| <i>15– 20 points</i> | The applicant demonstrates an understanding of the comprehensive nature of the PCC's education & training component. The project offers predominately skilled work, providing substantial and varied on-the-job training. A wide variety of outside technical, academic and life skills training providers has been identified. Letters of support from identified providers are included. |
| <i>7 – 14 points</i> | The project offers a moderate amount of skilled work and on-the-job training opportunities. A number of potential outside training providers have been identified. |
| <i>0 – 6 points</i> | The project is composed largely of unskilled work. Few or no outside training providers have been identified. |

2. Environmental and natural resource benefits

- | | |
|-----------------------|--|
| <i>15 – 20 points</i> | The work to be done by the PCC will result in significant resource restoration or enhancement. Project scope encompasses primarily mine reclamation, wetlands restoration, streambank stabilization, the preservation of historical artifacts/structures, wildlife habitat improvement, or work of comparable environmental value. |
| <i>7 – 14 points</i> | The work to be done by the PCC will provide moderate environmental/resource benefits. Project scope includes (1) limited restoration/enhancement activities as above, or (2) significant beautification work, or (3) significant environmental education value. |
| <i>0 – 6 points</i> | The work to be done by the PCC will maintain or degrade the quality of the resource/ environment. Project scope includes primarily facilities enhancement or new construction, with a minimal amount of resource improvement, beautification, or environmental education value. |

3. Opportunities for public use

- | | |
|-----------------------|---|
| <i>15 – 20 points</i> | The work to be done by the PCC will improve/develop facilities to be used directly by a diverse cross section of the public. |
| <i>7 – 14 points</i> | The work to be done by the PCC will provide a mix of direct and indirect public benefits, or will provide primarily direct benefits to a more limited sector of the population. |
| <i>0 – 6 points</i> | The work to be done by the PCC will provide mostly indirect public benefits (e.g., maintenance buildings, habitat improvement, beautification and the like). |

4. Future public value

- 8 – 10 points* Applicant identifies at least four quantifiable outcomes by which the future public value of the PCC's work will be measured. A credible methodology for quantifying these outcomes is described.
- 4 – 7 points* Applicant identifies fewer than four quantifiable outcomes as above, or does not adequately describe a methodology for the measurement of four or more outcomes.
- 0 – 3 points* Applicant fails to identify quantifiable project outcomes, or the outcomes identified do not apply directly to the work the PCC will be doing.

5. Estimated additional revenue

- 8 – 10 points* The work to be done by the PCC will generate—in the form of direct revenue or avoided costs—at least \$2,000 annually for the Commonwealth or its political subdivisions. The given figure is supported by a credible explanation, and is not based solely on the wage or materials funds provided by the PCC grant.
- 4 – 7 points* The work to be done by the PCC will generate at least \$1,000 in annual revenue or avoided costs, as above. Or, the explanation for a larger figure is not fully credible.
- 0 – 3 points* The work to be done by the PCC will generate less than \$1,000 annually. Or, no explanation is provided for a larger figure.

6. Statement of need

- 15 – 20 points* Applicant convincingly demonstrates that (1) the proposed work is needed by the agency/community; (2) the applicant cannot carry out this work without PCC assistance; *and* (3) the opportunities offered by the PCC are needed by the young adults in the community. Assertions are backed up with recent, relevant figures/statistics, whose source is cited.
- 7 – 14 points* Applicant does not demonstrate a convincing need in one or more of the three areas above. Supporting figures/statistics are irrelevant, outdated, or otherwise lacking in quality.
- 0 – 6 points* Applicant does not demonstrate a convincing need in any of the three areas above. Supporting figures/statistics are not provided.

Rating: 1. _____

 2. _____

 3. _____

 4. _____

 5. _____

 6. _____ Total: _____

Rated by

Date

Pennsylvania Conservation Corps
Monthly Progress Report

(to be completed and submitted monthly by all project sponsors)

Project Name

Month / Year

1. What project work was accomplished this month?

2. Is your project on schedule? ☐ Yes ☐ No

If no, please explain any delays or difficulties that you have experienced.

3. Did the crew do any emergency work or special projects this month? ☐ Yes ☐ No

If yes, please describe.

4. Did your agency provide or arrange any corpsmember or crewleader training this month?

☐ Yes ☐ No If yes, please describe.

5. Do you have any crewleader or corpsmember concerns?

☐ Yes ☐ No

If yes, please describe them.

6. Did you have reason to contact the PCC staff this month?

☐ Yes ☐ No

If yes, were your questions or concerns handled promptly and effectively?

☐ Yes ☐ No

If they were not, please explain.

7. Other news, comments, accomplishments, questions and concerns.

Signature of Project Sponsor

Date

Pennsylvania Conservation Corps
Request for Reimbursement

Project name _____

Grant Agreement number _____

Vendor number _____

For period (mo/yr) _____

Request # _____

Request type:

☐ Interim ☐ Final

IMPORTANT

Attach legible invoices, with descriptions of the items purchased
(i.e., not just part numbers) to document all of the costs entered below.

Development costs \$ _____

x .75

Total requested \$ _____

I hereby certify that the above reflects a true and accurate request for the reimbursement of incurred costs, and that those costs were allowable costs as itemized on the approved project proposal. I understand that accounts are subject to audit, and that any costs deemed non-allowable must be reimbursed to the Commonwealth.

Signature, authorized project official

Date

PCC USE ONLY

Approved by

Date

This page intentionally left blank.

Pennsylvania Conservation Corps
Final Project Report

This report must be submitted upon completion of your PCC project.
*Attach Productivity Measures (pages 15-16) showing
all work completed in the course of the project.*

1. General Information

Project name

Start date

Grant agreement number

Completion date

2. Summary of benefits & costs

A. Estimated value of completed work
(total from Productivity Measures):

\$ _____

B. PCC costs

Materials &
contracted services

\$ _____

C. Non-reimbursed project sponsor costs

\$ _____

PCC USE ONLY

Wages \$ _____

Tools _____

Training _____

Total PCC cost \$ _____

Total project cost \$ _____

3. Project sponsor satisfaction

A. Successes. Tell us what went especially well.

B. Problems. Tell us what could have gone better.

C. How satisfied were you with each of the following. Circle the appropriate number.

	<u>Highly Satisfied</u>			<u>Highly Dissatisfied</u>	
Amount of work accomplished	5	4	3	2	1
Quality of work accomplished	5	4	3	2	1
Corpsmember dev. & training	5	4	3	2	1
Crewleader performance	5	4	3	2	1
PCC staff responsiveness	5	4	3	2	1
Overall project	5	4	3	2	1

4. Comments (use additional sheets if necessary)

Signature, authorized project official

Date

PCC USE ONLY

\$ _____	- \$ _____	= \$ _____
Appraised value	PCC cost	Benefit over cost
\$ _____	/ \$ _____	= \$ _____
Appraised value	PCC cost	Benefit-cost ratio

Pennsylvania Conservation Corps Productivity Measures

Project	Number	Size (linear, area)	Dev. or Rehab (D or R)	Est. Appraised Value*
<i>A. Recreation</i>				
1. Campground				
2. Cabin/lodge				
3. Picnic area				
4. Picnic table				
5. Pavilion/shelter				
6. Swimming area				
7. Boating area				
8. Trail				
9. Ballfield/court				
10. Playground				
11. Amphitheater				
12. Community center				
13. Other (specify)				
<i>B. Conservation</i>				
1. Wildlife habitat				
2. Wildlife propagation				
3. Stream/lake improv.				
4. Forest management				
5. Erosion/flood control				
6. Mine reclamation				
7. Recycling				
8. Boundary lines				
9. Deer exclusion fence				
10. Other (specify)				
<i>C. Historic preservation</i>				
1. Buildings				
2. Walls				
3. Grounds				
4. Artifacts				
5. Other (specify)				

Project	Number	Size (linear, area)	Dev. or Rehab (D or R)	Est. Appraised Value*
<i>D. Infrastructure & support</i>				
1. Buildings	_____	_____	_____	_____
2. Roads/parking	_____	_____	_____	_____
3. Walkways	_____	_____	_____	_____
4. Bridges	_____	_____	_____	_____
5. Benches	_____	_____	_____	_____
6. Gates	_____	_____	_____	_____
7. Signs	_____	_____	_____	_____
8. Fountains	_____	_____	_____	_____
9. Drainages	_____	_____	_____	_____
10. Water/sewer	_____	_____	_____	_____
11. Electric/gas	_____	_____	_____	_____
12. Fencing	_____	_____	_____	_____
13. Other (specify)	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

E. Beautification

1. Landscaping	_____	_____	_____	_____
2. Trees planted	_____	_____	_____	_____
3. Graffiti removal	_____	_____	_____	_____
4. Scenic vistas	_____	_____	_____	_____
5. Other (specify)	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

***Estimated Appraised Value**

In this column, give us your estimate of what each project phase would have cost *if it had been done by a private contractor* (including both labor and materials)

PENNSYLVANIA CONSERVATION CORPS ACT
(Act of 1984, P.L. 561, No. 112, as amended)

AN ACT

Establishing the Pennsylvania Conservation Corps; and making an appropriation.

Section 1. Short Title

This act shall be known and may be cited as the Pennsylvania Conservation Corps Act.

Section 2. Definitions

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Community-based agency." A private, nonprofit organization that is representative of a community or a significant segment of a community that is engaged in meeting human, educational or environmental community needs.

"Corps." The Pennsylvania Conservation Corps.

"Corpsmember." A participant in the corps pursuant to criteria set forth in section 6.

"Corpsmember development and training." General equivalency degree preparation, adult basic education, literacy instruction, vocational-technical classes, community college courses, life skills instruction, specialized academic and technical training, job search workshops, mentoring, ability assessment and other similar activities designed to improve the job skills and employability of corpsmembers.

"Crewleader." A participant in the corps who is employed to supervise corpsmembers pursuant to criteria set forth in section 8(c).

"Department." The Department of Labor and Industry.

"Human service projects." Projects which involve conservation work and the direct delivery of services which promote the well-being of children, the elderly, persons with physical and developmental disabilities or persons with low incomes.

"Local agency." Any political subdivision located within this Commonwealth.

"Secretary." The Secretary of Labor and Industry.

"Signature projects." Special-event, large-scale, short-term, highly visible projects which combine the efforts of more than one crew and promote the public good in ways consistent with this act.

"State agencies." The Pennsylvania Fish and Boat Commission, Game Commission, Historical and Museum Commission, Department of Conservation and Natural Resources, Department of Public Welfare, Department of Corrections, Department of Education, Department of Aging, Department of Military Affairs, Pennsylvania Emergency Management Agency, Department of Community and Economic Development and Department of Labor and Industry.

Section 3. Pennsylvania Conservation Corps created

There is hereby created within the Department of Labor and Industry the Pennsylvania Conservation Corps.

Section 4. Duties of the secretary

The secretary shall:

- (1) Enroll eligible participants pursuant to section 6.
- (2) Employ crewleaders pursuant to section 8.
- (3) Appoint a director who shall act as the administrative officer of the corps. The director shall employ staff necessary to implement the provisions of this act.
- (4) Develop or review proposed work experience projects submitted to the department by State agencies and local agencies and approve projects that meet the requirements of this act. For the Commonwealth, only State agencies are eligible to submit work experience projects. The secretary shall insure that work experience projects involve labor-intensive improvement activities on public lands or facilities that will result in a future public value or have a potential for future revenue yield.
- (5) Authorize utilization of the corps for approved work experience projects in urban, suburban and rural areas as necessary to carry out the provisions of this act.
- (6) Execute contracts with State and local agencies containing any terms and conditions deemed necessary and desirable for the enrollment of corpsmembers in approved work experience projects; and, in the case of corpsmember development and training, execute contracts or cooperative agreements with Federal, State agencies, local agencies, persons, firms, partnerships, associations or corporations for the provision of these services.
- (7) Authorize utilization of the corps for emergency projects within or outside this Commonwealth which shall include, but not be limited to, natural disasters, fire prevention and suppression and rescue of lost or injured persons. Corpsmember participation in emergency projects shall be voluntary. Corpsmembers shall receive adequate training prior to participating in an emergency project.
- (8) Apply for and accept grants or contributions of funds from any public or private source, including the acceptance of Federal funds which may be provided under the National and Community Service Act of 1990 (Public Law 101-610, 104 Stat. 3127).
- (9) Purchase, rent or otherwise acquire or obtain personal property, supplies, instruments, tools, equipment or conveniences necessary to complete work experience projects or provide corpsmember training.
- (10) Develop program guidelines or regulations as it deems necessary to fairly and effectively administer this act.
- (11) Authorize the exchange of corpsmembers and crewleaders with other established conservation corps/service programs in order to foster a spirit of understanding and to advance the goals of volunteerism and service. Participation in exchange projects shall be voluntary.
- (12) Execute contracts for enrollment of corpsmembers in cities of the first class for projects designed to repel or remove graffiti or other institutional vandalism. The secretary may contract directly with not-for-profit agencies and organizations which shall be eligible for funding provided pursuant to section 12.1.

Section 5. Work experience projects

(a) Purpose. --

(1) The secretary shall ensure that each work experience project established pursuant to the authority granted in section 4 shall provide corpsmember development and training and provide corpsmembers with work experience related to the conservation, improvement or development of natural resources or the enhancement, preservation and maintenance of public lands, water or facilities.

(2) Projects developed may include fee-for-service projects with other Federal agencies, State agencies and local agencies and community-based nonprofit agencies which are qualified under section 501(c)(3) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. section 501(c)(3)). Fees for service will be retained by the department for use in the corps program. Fee-for-service projects may not be entered into with for-profit agencies nor may any fee-for-service project displace any other workers.

(3) The secretary may also develop State and local human service projects which combine both conservation work and human services, especially those projects and activities which promote the social well-being or economic self-sufficiency of the elderly, persons with physical or developmental disabilities, children or other persons with low incomes. The secretary shall give preference to those human service projects that involve intergenerational activities between corpsmembers and older persons in projects that are in other ways consistent with this act.

(4) The secretary is also authorized to develop and carry out signature projects involving more than one crew and designed to have a high impact. These projects shall be short-term and may involve working with community-based, nonprofit organizations which are qualified under section 501(c)(3) of the Internal Revenue Code of 1986.

(5) Corpsmember development and training may be provided directly by the agency administering the work experience project or by other agencies as provided in subsection (d).

(b) Project criteria. -- Work experience projects shall be undertaken in urban, suburban and rural areas and shall be selected on the basis of the environmental and natural resources benefits each offers, the opportunities for public use each offers, the educational opportunities and the on-the-job training value of each, the future public value of the completed project, the estimated additional revenue to be generated for the Commonwealth or its subdivisions from the completion of each project and the savings in other public expenditures that are provided by virtue of the project.

(c) Use of lands; exceptions. -- All work experience projects developed or approved and funded by the department shall be limited to public lands and facilities except where a property involving other lands will provide documented public value or benefit. Reimbursement must be provided to the department for that portion of the total costs which does not provide a public benefit. The reimbursement will be retained by the department for use in the corps program. In the case of emergencies and natural disasters, projects may take place on land or at facilities not owned by the department, other State agencies or local agencies without regard to public benefit and private reimbursement.

(d) Coordinated services. -- Whenever available and appropriate, corpsmember development and training provided through other Federal, State and local funded programs such as the Job Training Partnership Act Program, the Community Services Block Grant and the Job Centers shall be coordinated with projects developed under this act to assist eligible participants. Whenever possible, eligible participants without a high school diploma shall receive coordinated services that provide an opportunity to obtain an equivalent high school diploma. Within four weeks of enrollment in the corps, each corpsmember shall be referred to the Office of Employment Security for ability assessments, the results of which shall be provided to the department.

(e) Standards. -- Work sites of work experience projects shall conform to appropriate health and safety standards.

(f) Projects not permitted. -- Work experience shall not include the removal or cleaning up of any toxic waste or other hazardous substance.

Section 6. Eligibility for program

(a) Criteria. -- Persons participating in the corps program shall be young men and women who are:

(1) At least 18 years of age and less than 26 years of age, with the following exceptions:

(i) An individual 16 years of age may participate if enrolled in an approved school-to-work transition program.

(ii) An individual 17 years of age may participate if the individual:

(A) is enrolled in an approved school-to-work transition program;

(B) has graduated from high school; or

(C) has attained academic potential, as defined by the chief administrator of the school attended by the individual.

(2) Domiciled in the Commonwealth for at least six months prior to participating in the program.

(3) Registered with the local Job Center for employment.

(4) Physically and mentally capable of performing labor intensive work.

(5) Able to provide assurance that they did not leave school for the purpose of participating in the program.

(b) Referrals. -- Eligibility for corpsmembers shall be determined by the Job Centers which shall refer eligible participants to the department. For referral purposes, the Job Centers shall develop standards for classifying applicants into various levels of eligibility, based on the degree to which an applicant is economically disadvantaged, in accordance with the local labor supply. Job Centers shall seek referrals from schools, local agencies, community-based agencies and other youth and human service organizations for purposes of enrolling applicants in corps programs. The Job Centers shall refer applicants by order of classification, giving first priority to applicants between the ages of 18 and 21 whose eligibility is based on financial status as required by joint or separate employment programs of the Federal and State governments. If the number of corps jobs is insufficient to employ all eligible individuals who apply for participation in the program, the Job Centers may provide the names of these eligible individuals to private sector employers or to job training programs requesting referrals, so long as the individuals referred agree to the referral being provided.

(c) Preference. -- Preference in hiring shall be given to economically disadvantaged young people, especially those eligible applicants who receive general assistance, aid to families with dependent children (AFDC) or other public assistance benefits.

(d) Minors. -- Persons 16 and 17 years of age must present an employment certificate issued under section 1391 of the act of March 10, 1949 (P.L. 30, No. 14) known as the Public School Code of 1949, on the same basis as would be required if they were employed by a firm, association or corporation.

Section 7. Compensation

(a) Term of enrollment. -- Corpsmembers shall be enrolled for a period of one year. At the option of the department, a corpsmember who has successfully completed a one-year term may be enrolled for up to two additional six-month terms. The department shall refer the names of corpsmembers who successfully complete their service in the corps to the Job Centers for assistance in securing private sector employment or for enrollment in additional job training programs. The department may also provide the names of participants who successfully complete their service in the corps to private sector employers requesting referrals, with the approval of the participant.

(b) Minimum wage. -- Corpsmembers shall receive an hourly wage no less than the State minimum wage as provided for by the act of January 17, 1968 (P.L. 11, No. 5), known as The Minimum Wage Act of 1968. Corpsmembers who have successfully completed their first six months in the program shall receive additional hourly compensation of at least 10%.

(c) Benefits. -- Corpsmembers shall not be entitled to any employee benefits provided to existing employees of the department or other agencies except for paid Commonwealth holidays and workmen's compensation coverage which shall be provided through the funds appropriated to carry out this act, nor shall service as a corpsmember qualify an individual for benefits under the act of December 5, 1936 (2nd Sp.Sess., 1937 P.L. 2897, No. 1) known as the Unemployment Compensation Law. Corpsmembers who complete one year in the corps will be entitled to a \$1,000 bonus. Corpsmembers who complete six months in the program will be entitled to draw up to \$500 of their prospective bonuses to pay for corpsmember development and training the cost of which is too expensive to be covered entirely by the program.

(d) Work hours. -- Corpsmembers shall be scheduled to work the standard work hours of the department or of the State agency or local agency sponsoring the work experience project. In no instance shall corpsmembers be scheduled to work more than 40 hours per week. Corpsmembers may request and shall be excused as necessary for a maximum of 520 hours per one-year term of enrollment from scheduled work hours to participate in corpsmember development and training which the department determines to be appropriate and are in accordance with the provisions of this act. Corpsmembers shall be compensated as set forth in subsection (b) for participating in corpsmember development and training which the department determines to be in accordance with the provisions of this act.

Section 8. Supervisors

(a) Funding. -- Funds available for this program may be expended to pay the wages of crewleaders who shall supervise corpsmembers as prescribed by the department.

(b) Crewleader criteria. -- Persons eligible to be hired as crewleaders by the department shall be men and women who are:

(1) Domiciled in the Commonwealth for at least six months prior to employment in the programs.

(2) Registered with the local Job Center for employment.

(3) Physically and mentally capable of performing labor intensive work and supervisory duties.

(4) Not attending a postsecondary institution full time and who provide assurance that they did not leave school for the purpose of employment as a supervisor in the program.

(c) Term of employment. -- Crewleaders shall be employed by the department for a period of one year. At the option of the department, a crewleader who has successfully completed a one-year term of service may be extended for subsequent one-year terms.

(d) Hourly wage. -- Crewleaders shall receive an hourly wage that exceeds the hourly wage of corpsmembers by a minimum of \$5.00.

(e) Benefits. -- Crewleaders shall not be entitled to any employee benefits provided to existing employees of the department or of other State agencies or local agencies except for paid Commonwealth holidays and workmen's compensation coverage which shall be provided through the funds appropriated to carry out this act. A crewleader who has served for one year shall be entitled to five paid vacation days and five days of paid sick leave during each subsequent year of service.

(f) Veterans' preference. -- In the hiring of crewleaders, preference shall be given to honorably discharged veterans of the armed forces of the United States.

Section 8.1 Volunteers

(a) Authorization. --The secretary is authorized to recruit, train and accept without regard to the act of August 5, 1941 (P.L. 752, No. 286), known as the Civil Service Act, or regulations promulgated under that act, the services of individuals to assist, without compensation, in carrying out the functions of the corps.

(b) Expenses. --The secretary is authorized to provide for incidental expenses for volunteers under this section. This subsection includes transportation, uniforms, lodging and subsistence.

(c) Status. --

(1) Except as set forth in paragraph (2), a volunteer under this section shall not be deemed to be a Commonwealth employee and shall not be subject to the provisions of law relating to Commonwealth employment. This paragraph includes law on hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

(2) Paragraph (1) does not apply as follows:

(i) A volunteer under this section who performs work necessitating the operation of a Commonwealth vehicle shall be deemed an employee of the Commonwealth for the purposes of automobile liability and general liability.

(ii) For the purposes of the act of June 2, 1915 (P.L. 736, No. 338), known as the Workers' Compensation Act, a volunteer under this section shall be deemed an employee of the Commonwealth.

(3) A volunteer under this section may not be assigned to a position covered by a labor agreement filed with or authorized by the department.

Section 9. Prohibited activities

The secretary, in developing and approving projects, shall assure that:

(1) In employment practices, no individual will be discriminated against because of the individual's race, color, religious creed, ancestry, sex, national origin or non-job-related handicap or disability.

(2) No person shall make any payment to any other person as compensation for referring an individual as a potential corpsmember.

(3) Work available to participants will not be available due to a labor dispute, strike or lockout and shall not be assigned so as to cause a layoff or downgrading or to prevent the return to work of an available competent employee.

(4) It shall be unlawful for anyone to demand from any public officer, a corpsmember or crewleader any assessment or percentage of any money or profit, or its equivalent in support, service or any other thing of value, with the understanding, express or implied, that the same may be used or shall be used for political purposes. Nothing contained in this act shall be construed to prohibit voluntary contributions to any political committee or organization for legitimate political and campaign purposes to the extent such contributions are not prohibited by law.

Section 10. Annual report

On December 31, the secretary shall report to the Chief Clerk of the House of Representatives and the Secretary of the Senate on the preceding fiscal year's impact of the program. All recipients of funds for approved projects shall provide the information requested by the department for the purposes of this report. The report shall include, but not be limited to:

- (1) Productivity measures by the type of project funded.
- (2) The number of corpsmembers enrolled.
- (3) The average length of enrollment.
- (4) The extent of job training provided to participants.
- (5) The number of participants who find employment after completion of the project.
- (6) Estimated total dollar value of completed work projects by type of project.
- (7) Estimated potential revenue from projects completed by corpsmembers.
- (8) Estimated amount of dollar benefits in excess of dollar costs resulting from the program.
- (9) The amount of appropriated funds expended on program administration.
- (10) Completed projects by agencies.
- (11) Projects in progress.
- (12) Corps involvement in disaster relief.

Section 10.1. Coordination with Job Training Partnership Act

In order to permit joint projects with the summer youth employment and training program established pursuant to Title II B of the Job Training Partnership Act (Public Law 97-300, 96 Stat. 1322), the provisions of this act not consistent with the Job Training Partnership Act are hereby waived for such joint projects.

Section 10.2. Local conservation corps incubator

In order to provide opportunities for local agencies to create a locally operated and funded conservation corps, funds may be authorized to support the development of new local corps programs consistent with the provisions of this act. Pending the availability of funds, the department may enter into contingent commitments with municipal governments to provide funding on a reducing basis over a three-year period.

Section 11. Guidelines and regulations

In order to facilitate the speedy implementation of this program, the department shall have the power and authority to promulgate, adopt and use guidelines which shall be published in the Pennsylvania Bulletin. The guidelines shall not be subject to review pursuant to section 205 of the act of July 31, 1968 (P.L. 769, No. 240), referred to as the Commonwealth Documents Law, sections 204(b) and 301(10) of the act of October 15, 1980 (P.L. 950, No. 164), known as the Commonwealth Attorneys Act, or the act of June 25, 1982 (P.L. 633, No. 181), known as the Regulatory Review Act.

Section 12. Appropriation

(a) Appropriation. -- No more than 50% of any funds available annually for this program may be expended on work experience projects which are submitted by local agencies and approved by the secretary. No more than 5% of the funds available for this program may be expended on program administration.

(b) Accounting procedures. -- All funds expended or encumbered under the appropriation in section 202 of the act of July 1, 1985 (P.L. 722, No. 10A), known as the Pennsylvania Economic Revitalization Fund Appropriation Act of 1985, shall be credited against the appropriation made herein.

Section 13. Funding

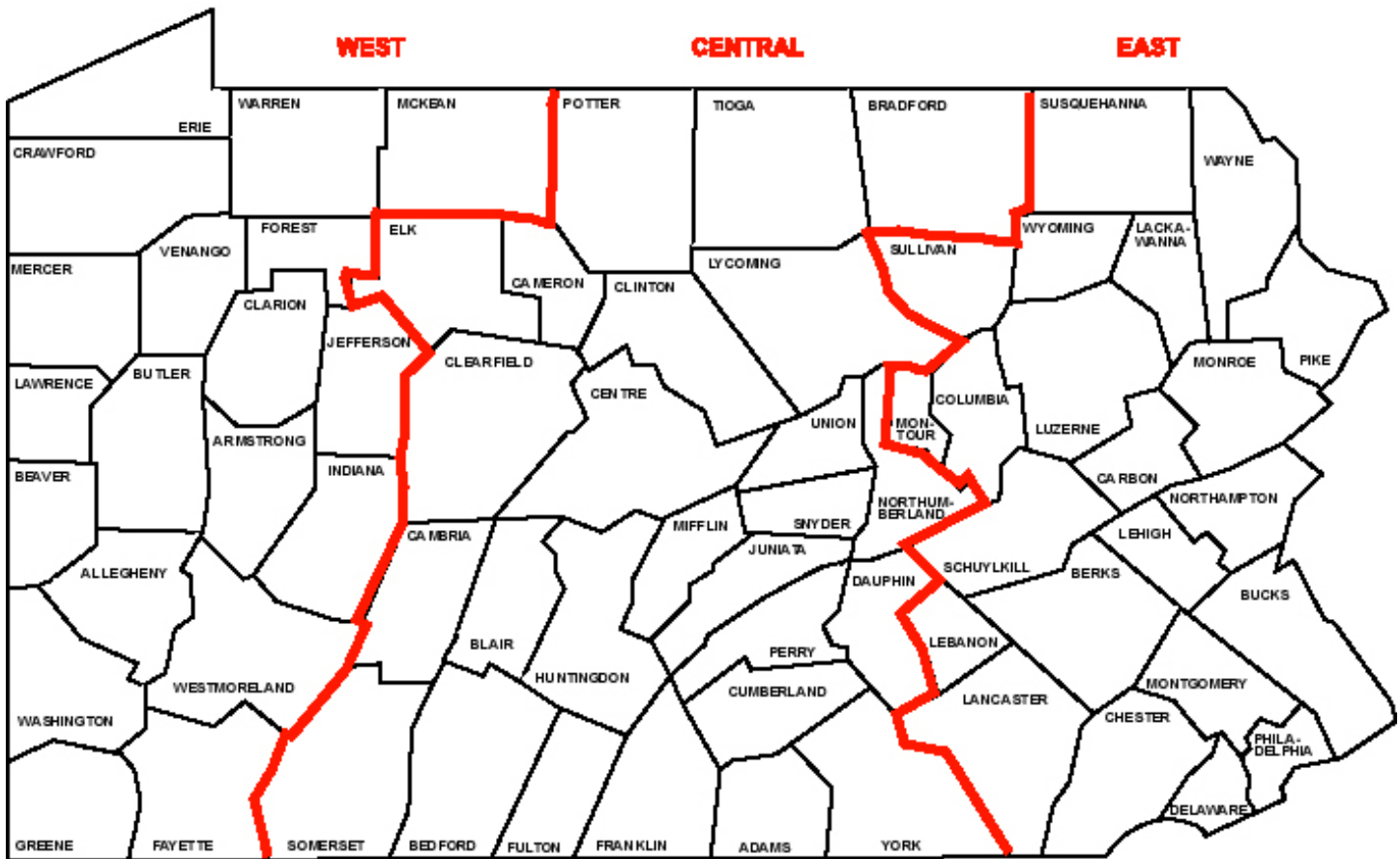
Funds provided for this program may be used for the following:

- (1) Corpsmember and crewleader wages and authorized benefits.
- (2) Site development and materials.
- (3) Funds available to local agencies shall be used to pay no more than 75% of the cost of site development and materials and up to 100% of the cost for corpsmember and crewleader wages for projects which meet the requirements of this act.
- (4) Program administration.
- (5) Corpsmember development and training activities and supplies.
- (6) Incidental expenses related to the use of volunteers under section 8.1 (b).

Section 13.1. Expiration

This act and the Pennsylvania Conservation Corps shall expire June 30, 2010.

Geographical Areas



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A Note to Applicants

In the event that your project application is approved for funding, the application packet (including the Grant Application form, the Project Proposal, and the Grant Manual) will serve as your legal agreement with the Department of Labor & Industry. By signing the Grant Application, your agency agrees to abide by all of the requirements in the attachments as well, including the legal terms, provisions and conditions on the following pages.

All grants are contingent upon the availability of funding. Grant recipients may not start work until the agreement is fully executed and they have received written notification from the Department of Labor & Industry.

Terms, Conditions & Provisions

Section I. General Conditions.

- A. When the terms and conditions of this AGREEMENT are not being met, L&I, after 20 days prior written notice to Project Sponsor, may suspend this AGREEMENT indefinitely until corrective action has been taken to the satisfaction of L&I or until this AGREEMENT is terminated.
- B. The Secretary of the Department of Labor and Industry may terminate the project in whole or in part at any time before the date of completion, whenever it is determined that the Project Sponsor has failed to comply with the conditions of this AGREEMENT. The Secretary will promptly notify the Project Sponsor in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Project Sponsor or recoveries by the Department under projects terminated shall be in accord with the legal rights and liabilities of the parties.

If, due to a shortage of qualified candidates, a crewleader has not been hired within 90 days of a project's start—or, if the project has already begun, within 90 days of the departure of the previous crewleader—L&I may terminate the project by providing written notice to the Project Sponsor. Similarly, in the event that corpsmember candidates are not available locally, and crew strength has remained at zero for 30 consecutive days, L&I may terminate the project by providing written notice to the Project Sponsor.

- C. From time to time, L&I and the Project Sponsor may amend this AGREEMENT in order to better carry out the objectives of the PCC program.

If the Project Sponsor requests the right to do additional work of the same type already approved on the project application, and said additional work does not require additional funding or a time extension of the current contract, L&I may approve this change by letter without any amendment to this AGREEMENT.

- D. This AGREEMENT is contingent upon the availability of funds appropriated by the state legislature for fiscal year 2007-08.

Section II. Department's Obligations.

- A. L&I will provide Project Sponsor with current information and procedures including procedure changes as they apply to the PCC program.
- B. L&I shall provide to the Project Sponsor a sum not to exceed the "Maximum Reimbursable Amount" shown on the Project Sponsor's approved Project Proposal (Attachment A).
- C. Payment of a portion of the aforesaid sum stated in Section II, Paragraph B shall be made by L&I monthly upon receipt of the reports referred to in Section III, Paragraph C.
- D. L&I will reimburse the Project Sponsor the full amount of its monthly Request for Reimbursement until the final month of this AGREEMENT. The final Request for Reimbursement from the Project Sponsor may be held by L&I for 60 days after the termination of this AGREEMENT or until a final compliance inspection or audit is completed, whichever comes first.

Section III. Project Sponsor's Obligations.

- A. Project sponsor shall operate its PCC project within all applicable laws and procedures.
- B. Project Sponsor shall spend the funds provided by L&I to purchase only those items listed in the Project Sponsor's approved Project Proposal (Attachment A).
- C. Fifteen (15) days after the end of each month this AGREEMENT is in effect, the Project Sponsor shall submit the following reports to L&I.
 - (1) Monthly Progress Report (see page 9).
 - (2) Request for Reimbursement (page 11).
- D. Upon the termination of this AGREEMENT, the Project Sponsor will submit the Final Project Report and Project Productivity Measures which appear on pages 13 and 15, respectively.
- E. Project Sponsor agrees to a pre-audit by L&I during the first 60 days of this AGREEMENT. Project Sponsor further agrees to permit authorized L&I staff and Commonwealth auditors or their designees to enter project sites for the purpose of financial and compliance audits.
- F. Whenever possible, L&I will notify Project Sponsor prior to audits and site inspections, and Project Sponsor agrees to make available appropriate personnel to provide the information required.
- G. The Project Sponsor shall maintain full and accurate records in its principal office with respect to all matters covered in this AGREEMENT. L&I, the Commonwealth's Auditor General or any of their authorized representatives shall have full access

to documents and records which pertain to this AGREEMENT. This shall include the right to examine and audit, and the right to make transcripts or notes of activities. It shall be the duty of the Project Sponsor to retain for five (5) years following the expiration date of this AGREEMENT, or until officially audited by the Auditor General, whichever occurs last, all records of the PCC project covered by this AGREEMENT.

- H. Project Sponsor agrees to provide all administration costs and the costs for supplies and materials related to the PCC project in excess of those authorized by the legislation and/or provided for by this AGREEMENT.
- I. Project Sponsor understands that reimbursement will not be received for approximately 45 days after the receipt of the request by L&I.
- J. Project Sponsor shall refrain from doing any of the prohibited activities as outlined in Section 9 of Act 112 of 1984.
- K. Project Sponsor understands that this AGREEMENT does not negate its responsibility to obtain all permits and licenses normally required for the work project, including those issued by L&I, and that compliance with all applicable state and federal laws is required.
- L. Project Sponsor shall construct all facilities which are funded by the AGREEMENT to be accessible to handicapped persons as required by the Act of September 1, 1965 (P.L. 459, No. 235), as amended.
- M. In the event that the approved scope of work cannot be completed within the time limits specified in the AGREEMENT, the Project Sponsor shall notify L&I in writing sixty (60) days prior to the termination date. If possible, L&I and the Project Sponsor shall mutually agree to reduce the scope of the project to a point of usefulness. Funds expended by the Project Sponsor will not be reimbursed for facilities not in usable condition unless the Project Sponsor agrees, in writing, to finish the facility in a reasonable amount of time with its own funds.
- N. Project Sponsor agrees to maintain, at its cost, all facilities constructed or rehabilitated with funds received under this AGREEMENT, for the useful life of the facilities.
- O. Project Sponsor agrees to keep all facilities constructed or rehabilitated with funds received under this AGREEMENT open to the public, and will not destroy or convert the facilities to other uses during the useful life of the facilities.
- P. In the event the Project Sponsor proposes to convert facilities constructed under this agreement to non-recreational or non-public uses, or in the event facilities constructed under this AGREEMENT become obsolete and are to be destroyed, or in the event that the Project Sponsor proposes to sell off lands developed with funds under this AGREEMENT, the Project Sponsor must notify L&I in writing, detailing and justifying the reasons to convert facilities to non-recreational or non-public uses, or to destroy obsolete facilities, or to sell off land involving facilities constructed with funds received under this AGREEMENT for L&I's approval prior to implementation of any action.
- Q. In addition to the expenditures provided for in Attachment A, L&I may reimburse the Project Sponsor for costs incurred for attendance by employees of the Project Sponsor at training or conferences when so directed by L&I. In such cases, L&I will provide the Project Sponsor with a written authorization naming the affected employees of the Project Sponsor and listing the category and amounts of expenditure authorized.

Section IV. Contractor Integrity Provisions.

A. Definitions

- 1. 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.
- 2. 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.
- 3. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.
- 4. Financial Interest means:
 - (a) ownership of more than a 5% interest in any business; or
 - (b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- 5. 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.

- B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contraction with the Commonwealth.
- C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- D. 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.
- E. 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.
- F. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- G. 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.
- H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- I. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
- J. The Contractor shall, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
- K. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulations, or otherwise.

Section V. Offset Provisions.

The Contractor agrees that the Commonwealth may set off the amount of any State tax liability or other debt of the Contractor or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Contractor under this or any other contract with the Commonwealth.

Section VI. 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.

- A. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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
FAX No:(717) 787-9138

Section VII. Provisions Concerning the Americans with Disabilities Act.

- A. 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 individuals 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.
- B. 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 VIIA, above.

Nondiscrimination Clause

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, union membership, age, gender, sexual orientation, gender identity or expression, national origin, AIDS or HIV status, or disability. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, union membership, age, gender, sexual orientation, gender identity or expression, national origin, AIDS or HIV status, or disability. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in Advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understand, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Assurances and Certifications

1. The Contractor agrees to comply with all applicable laws and regulations of the Commonwealth in carrying out this contract.
2. The Contractor, its agents and its employees, shall act in an independent capacity and shall not act or be deemed to act as officers, employees, or agents of the Commonwealth.
3. The Contractor shall not be allowed to pay travel or per diem expenses except as specifically set forth in this contract.
4. The Commonwealth has the right to terminate this contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.
 - a. Termination for Convenience: The Commonwealth shall have the right to terminate the contract for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the contractor be entitled to recover the loss of profits.
 - b. Non-Appropriation: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuance of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the contract. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
 - c. Termination for Cause: The Commonwealth shall have the right to terminate the Contract for Contractor default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 4.a.
5. The Commonwealth's obligations are contingent on the funds appropriated for the contract purpose.
6. This Contract and/or attachments constitutes the entire agreement between the parties.
7. In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.



Pennsylvania Conservation Corps
1304 Labor & Industry Building
Harrisburg, PA 17121
(717) 783-6385
pcc@state.pa.us