

# Bureau of Rail Freight, Ports and Waterways

## Project Management Policy

### SECTION 1 – GENERAL

#### A. Applicability

It is understood and agreed that, unless otherwise indicated in writing in an executed Rail Grant Project Agreement, the specifications set forth hereinafter apply to and become part of all Rail Grant Projects to assist the Department in the development and construction of Rail improvement projects and any parts thereof as provided by law.

#### B. Definitions

- **Bridge Rehabilitation/Construction** – As used here, “bridge rehabilitation/construction” refers to bridge modifications/repairs associated with bridges, culverts, pipes, or other structures that are property of the grantee or the railroad that conducts common carrier freight railroad operations over said structures and where no government agency or private entity can stake claim to said property. Work activities performed on storm water management structures (i.e., manholes, junction boxes, pipes utilized to convey storm water runoff, etc.) are not considered bridge rehabilitation/construction. All Bridge Modification(s) (49 CFR 237.5) and Bridge Repair(s) (49 CFR 237.5) work in which a bridge (as defined in 49 CFR 237.5) encroaches the right of way (and/or crosses vertically) of any state-owned facility (including but not limited to local/state highways, rail trails, etc.) must be performed by a registered Pennsylvania Professional Engineer(s) (P.E.).
- **Project Management Services** – As used here, “Project Management Services” refers to a contractual party (consultant/engineer) providing one or more of the services listed below:
  1. Initiation
  2. Planning and Design
  3. Executing
  4. Monitoring and Controlling
  5. Completion

These services must be undertaken to meet unique goals and objectives, typically to bring about beneficial change or added value to a rail freight grantee’s project. These services must also adhere to the regulations, policies, and guidelines as set forth by the governing Federal, State and Local agencies. Project Management services shall be provided by an individual, and/or partnership, and/or corporation, or joint venture.

- **Current Alignment** – As used here, “current alignment” refers to the location of an existing railroad track used for the purposes of hauling freight. The location of the track includes but is not limited to the elevation, profile, percent grade ( $\pm$ ), and degree of curvature of the line.

- **Loading/Unloading Equipment** – As used here, “loading/unloading equipment” refers to the installation of new, or to the rehabilitation of existing, *fixed* assets used solely for the purposes of loading/unloading rail freight rolling stock materials either to transload the material to other means of hauling/transport or to deliver the material for direct fabrication processes.
- **Other** – As used here, “other” shall refer to items which do not directly fall under the predetermined definitions listed here. Whether such items meet the overall goals and objectives of the Bureau’s rail freight grant programs shall be determined on an item-by-item basis.
- **Right-of-Way (acquisition)** – As used here, “Right-of-Way” defines what can be purchased in relation to railroad right-of-way under the RTAP program. The Bureau may allow up to 25% of the grant award to be used to acquire right-of-way in “fee simple”. “Right-of-way”, as defined by the Bureau, is all real estate located beneath and between all tracks present and (to allow adequate clearance for construction equipment, emergency repair/derailment work, maintenance, etc.) extending out horizontally: 1) at a 90 degree angle to and for a distance of 25 feet from the center line of the outermost track(s) in a direction away from the other track(s) present (if more than one track present) or; 2) at 90 degree angles both to the left and to the right of track center line for a distance of 25 feet from the track center line (if single track only) on a rail line(s), siding(s), or spur(s). Each individual case shall be reviewed by the Bureau Director or Deputy Secretary to determine if other land acquisition uses will be permitted.
- **Track Construction** – As used here, “track construction” refers to work to install new railroad track infrastructure that will facilitate new rail freight service in locations where no such infrastructure or service exists. “Track construction” also includes such work as described above performed on right-of-way: 1) over which railroad operations had at one time been conducted but from which the track structure itself has been removed; or, 2) that has not been used for at least ten (10) years. All track construction shall conform to AREMA and the Bureau of Rail Freight, Ports, and Waterways’ Supplemental Conditions: Track Construction. This work is referred to as “capital project” in the Rail Freight Preservation and Improvement Act (P.L. 584, No. 119).
- **Track Rehabilitation** – As used here, “rehabilitation” refers to work the nature of which falls between routine maintenance and new track construction. Such work will be categorized as repair, minor construction, or a combination of the two and shall involve work to restore existing lines of railroad track, in their existing alignments, to the standards of AREMA and the Bureau of Rail Freight, Ports, and Waterways’ Supplemental Conditions: Track Construction. The result will be track that meets a minimum standard of FRA Class I. This work is referred to as “accelerated maintenance” in the Rail Freight Preservation and Improvement Act (P.L. 584, No. 119).
- **Rail Grant Project** – As used here, “Rail Grant Project” indicates all said work described in the project specifications and in the executed grant agreement.

C. **Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Small Business Concern Involvement.**

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises (DBEs), Small Business Enterprises (SBEs), and small business concerns to compete for work. DBEs are certified by the Pennsylvania Unified

Certification Program (PA UCP) in accordance with 49 CFR Part 26. A real-time directory which includes all currently certified DBEs in Pennsylvania can be found at [www.paucp.com](http://www.paucp.com). SBEs are certified by the Pennsylvania Department of Transportation (PennDOT) as a race and gender neutral component of its DBE Program. A real-time directory which includes all firms currently certified as SBEs by PennDOT can be found at [PENNDOT - DBE/ACDBE Certification Management System \(dbesystem.com\)](http://PENNDOT-DBE/ACDBE-Certification-Management-System(dbesystem.com)) Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business Administration regulations implementing it at 13 CFR Part 121. Grantees are encouraged, but not required, to involve DBEs, SBEs, and small business concerns in the work required as part of the grant and to submit documentation of any such involvement. More detailed information can be found in Appendix 7 – “DBE, SBE, and Small Business Concern additional information.”

#### **D. List of Appendices**

Below is a list of appendices which are part of this Project Management Policy.

Appendix 1 – Bid package development information

Appendix 2 – County Conservation District Office, U.S. Army Corps of Engineers District Office, DEP Regional Office, and PennDOT Engineering District contact information

Appendix 3 – PennDOT BRFPW Supplemental Conditions; Trackwork Construction

Appendix 4 – Standard Agreement Provisions

Appendix 5 – PennDOT BRFPW Competitive Bid Requirements

Appendix 6 – Code of ethics

Appendix 7 – DBE, SBE, and Small Business Concern additional information

Appendix 8 - Grantee Environmental Information Form (M-9)

**Note: The Grantee shall include copies of Appendices 3 and 4 as attachments to all bid packages.**

## **SECTION 2 – PROJECT SCOPE**

### **A. Development**

The following is a description of the general steps in the process for a typical RFAP/RTAP grant project/agreement. The information presented here, while not exhaustive, illustrates the standard process for the development and management of a typical Rail Freight Grant Agreement. **The grantee’s responsibilities are listed in bold type.** Once an Applicant is selected and approved to receive a grant, the typical steps are as follows:

1. Funding Offer Letter sent to Applicant
2. **Electronically accept Funding Offer Letter in eGrants**
3. Agreement

1. Administrative Division develops the grant agreement with attachments in eGrants
  2. Project Manager reviews grant agreement
  3. Director reviews and approves grant agreement
  4. Agreement sent to Grantee for signature
  - 5. Grantee signs grant agreement in eGrants**
  6. Office of Chief Council reviews and signs
  7. Comptroller review
  8. LATS (Legal Agreement Tracking System) entry
  9. Legal agreement executed in eGrants
  10. Grant agreement awarded
4. **Complete and submit RFAP/RTAP Grantee Environmental Information Form (M-9) (see Appendix 8)**
  5. **Obtain and submit copies of permits (if required)**
  6. **Submit Bid Package/Material RFQ for Bureau review**
    1. **The following must be included in the bid package:**
      - i. **Invitation to bid with all necessary bid submission information**
      - ii. **Statement that the lowest responsive/responsible bidder is required to provide a valid VDMU (vendor ID) number, and FEIN with their bid, and, if selected, a certificate of liability insurance naming the Pennsylvania Department of Transportation as an “other insured”.**
      - iii. **Standard Agreement Provisions (see Appendix 4)**
      - iv. **PennDOT BRFPW Supplemental Conditions: Trackwork Construction (see Appendix 3)**
      - v. **Prevailing Wage Rates issued by the Pennsylvania Department of Labor and Industry (for contracted labor only)**
    2. **The following is recommended to be included in the bid package:**
      - i. **Surety Bonds (Bid, Payment, Maintenance, Performance)**
      - ii. **Copies of permits**
      - iii. **Plans or Drawings**
      - iv. **Pre-bid meeting**
      - v. **Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Small Business Concern Involvement**
7. Bid Package/Material RFQ review
    1. Prepare and send comments to Grantee for required revisions
    2. **Address comments and resubmit Bid Package/Material RFQ**
  8. Prepare and send a Bid Package/Material RFQ Approval Letter

9. **Advertise bid, conduct pre-bid meeting (if applicable), receive and publicly open bids**
10. **Submit request for approval of apparent low bidder.**
  1. **The following must be included in the request:**
    - i. **Statement recommending the approval of the low bidder; should the Grantee reject the bid of the lowest bidder in favor of another bidder, the Grantee must provide compelling justification for this rejection.**
    - ii. **If low bid exceeds amount of grant request, a statement directly from the Grantee acknowledging and accepting responsibility for any overages beyond the amount of the Grant Request.**
    - iii. **VDMU (vendor ID) and FEIN of low bidder**
    - iv. **Certificate of liability insurance of low bidder**
    - v. **Copy of printed advertisement along with an affidavit from the advertiser**
    - vi. **Copies of all bids**
    - vii. **Tabulated summary of all bid results**
11. **Bid(s) Review**
  1. **Lowest responsible/responsive bidder information checked for compliance against advertised bid package**
  2. **Perform a Contractor Responsibility Program (CRP) check on all selected contractors/subcontractors and material vendors**
  3. **Prepare and send a Low Bid Award Approval Letter**
12. **Grant Adjustment/Amendment Procedures**
  - a. **Grantee submits a request letter for Grant Adjustment/Amendment to the Bureau Director.**
  - b. **Review request for appropriateness and justification**
  - c. **Notify Grantee of request approval/rejection**
  - d. **If approved, Bureau executes Grant Adjustment/Amendment in eGrants**

## **B. Letter of Non-Prejudice**

A Letter of Non-Prejudice is a document that is required by the Department when the applicant desires to begin work (including design and/or bid package preparation by a consultant) prior to execution and award of a grant agreement. An applicant may make a written request to the Bureau Director under the following conditions:

1. the request is made after the Department or Governor's Office has announced that the Applicant has been selected to receive a grant;

2. the request is made prior to the execution and award of the grant agreement.

Refer to the Bureau's Grant Program Policy for additional information.

### **C. Public Advertisement**

Projects with a Total Project Cost greater than \$200,000 shall be publicly advertised in a newspaper of general circulation, in the area of the project, at least two times with the advertisements not less than three days apart, and with the first advertisement at least two weeks prior to the bid opening date, or the date of a mandatory pre-bid meeting. Should the Grantee have any other requirement where the Contractor/Material Supplier must take any action(s) in order to pre-qualify to bid, then the two week advertisement period shall be prior to the earliest mandatory action.

The Grantee shall ensure their schedule allows time for review by the Chief Railroad Engineer/RailFreight Project Manager when preparing the bid package/material RFQ. This time is typically three to four weeks. The Grantee shall also notify the Bureau of the date and time of the bid opening at least one week prior to the bid opening.

### **D. Typical Pre-Construction Protocol for Contractor Forces Projects**

This protocol shall be followed when the railroad construction project is being performed by contractor forces. All labor pertaining to these projects is subject to the Pennsylvania State prevailing wage rates that are current at time of bid package submission. These projects require the following:

1. Total project costs greater than \$5,000 and less than or equal to \$200,000 shall be competitively bid. The Grantee must solicit bids from a minimum of three Commonwealth Contractors/vendors with a valid VDMU# (PA Vendor ID).
2. Total project costs greater than \$200,000 shall be competitively bid *and publicly advertised*.
- 3.
4. Bids shall be publicly opened and read aloud at a date, time, and place designated in the invitation to bid. The Grantee shall review the bids for completeness and forward copies of all bids to the Bureau, along with all items requested in Section 2, Part A, Item 10, for review and approval.

If the contractor cannot honor a bid offer until the estimated start of construction indicated in the approved bid package, the Grantee/Railroad shall re-advertise the Bureau approved bid package in accordance with the Bureau's competitive bidding requirements.

### **E. Typical Pre-Construction Protocol for Grantee/Railroad Forces Projects**

This protocol shall be followed when: 1) the operating railroad or grantee is performing its own work; 2) the Grantee's operating railroad is performing the work for the Grantee, or; 3) a *wholly owned* affiliate of the operating railroad is performing the work. All labor pertaining to these projects is not subject to Pennsylvania State prevailing wage rates. These projects require soliciting Request for Quote(s) (RFQ) for materials and involve the following:

1. Grantee shall submit to the Bureau, for review, a cost estimate detailing all labor, material, and equipment costs necessary for the progression of the project.
2. Total material costs greater than \$5,000 shall be competitively bid. Total material costs greater than \$200,000 shall be competitively bid and publicly advertised.
3. Grantee/Railroad must obtain three or more bids for material costs from Commonwealth Contractors with valid VDMU (PA Vendor ID).
4. Material bids shall be publicly opened and read aloud at a date, time, and place designated in the invitation to bid. The Grantee shall review the bids for completeness and forward all bids to the Bureau along with all items requested in Section 2, Part A, Item 10 for review and approval.

If the bidder cannot honor a bid offer until the estimated start of construction indicated in the approved RFQ, the Grantee/Railroad shall re-advertise the Bureau approved RFQ in accordance with the Bureau's competitive bidding requirements.

#### **F. Procurement of Construction Materials for Contractor Forces Projects**

The procurement of all construction materials shall be by the Contractor for Contractor Forces Projects. Any request for exemption to this policy must be made to the Chief Railroad Engineer. The request must detail the extenuating circumstances that will not allow the Contractor to procure the materials for the project.

#### **G. Construction**

The complete construction of railroad projects is typically performed by either contractor forces or grantee/railroad forces, or a combination of (i.e. force account labor and specialized labor such as CWR).

No construction activities or ordering of materials shall commence until after a low bid award approval (for project and/or materials) has been received from the Bureau AND an executed grant agreement or Letter of Non-Prejudice has been awarded by the Bureau.

All project work shall conform to the Bureau-approved scope of work and specifications, as well as to AREMA and the Bureau's Supplemental Conditions: Trackwork Construction. To ensure consistency in construction practices between rail freight projects, when contract/construction guidance is not provided within the documents, the Bureau relies on the Department's Bureau of Construction and Materials (BOCM) Publication 408.

## **H. Change Orders**

For RTAP/RFAP projects, the Grantee may request a Change Order only after the bid has been awarded. The scope of work and/or costs associated with a Change Order must be consistent with the items bid for the project. The Grantee must provide a written request to the Chief Railroad Engineer indicating the justification for such change. Change Orders which do not affect job creation or car loadings shall be reviewed by the Chief Railroad Engineer; remaining Change Orders shall be reviewed by the Bureau Director. All contractor Change orders must be approved by the Bureau before being issued.

Under no circumstances will a RFAP/RTAP Grantee be permitted to change the scope of work or request addendum(s) after bid opening and prior to bid award.

## **I. Reimbursements for Contractor Forces Projects**

Reimbursement requests shall be limited to monthly submissions. Each request must include invoices from the approved Contractor/vendor. (Note: eGrants refers to these as “Receipts”). Invoices must be dated on or after the date of the executed agreement or Letter of Non-Prejudice. Invoices indicating completed project work and/or material order/shipping dated prior to the date of an executed agreement or Letter of Non-Prejudice shall be rejected (see Grant Program Policy). Invoices must be uploaded via eGrants.

All invoices must accurately agree with all work as described in the approved bid award and Change Orders. Invoices indicating items of work, materials, quantities, etc. not approved by the Bureau shall be rejected.

The Bureau will process the reimbursement request once the invoices are determined to be satisfactory. In eGrants, the individual invoices (receipts) will then be compiled by the Bureau and processed for reimbursement. (Note: eGrants refers to this compilation as the Invoice.) Once payment is received from the Commonwealth, the Grantee shall have seven calendar days to pay the Contractor(s)/Vendor(s) and thirty calendar days to submit proof of payment to the Bureau in the form of cancelled checks or a signed affidavit from the Contractor(s)/Vendor(s) indicating, at a minimum, the amount paid and the date of payment. Failure to provide a timely proof of payment shall result in the Bureau suspending future reimbursement requests until the Bureau is satisfied that the Contractor has been paid.

## **J. Reimbursements for Grantee Forces Projects**

In addition to the above, the Grantee shall submit to the Bureau for reimbursement:

- a. Documentation prepared/signed by Grantee’s designated financial officer indicating labor rates, hours, and dates worked for each employee on the project.
- b. Invoices for procured materials and rental equipment.



- c. Current Equipment Watch Blue Book for Railroad Equipment rental rates for Grantee owned (non-modified) equipment. Modified equipment shall be reimbursed based on non-modified OEM equipment rates.
- d. Current Blue Book Building and Construction Network rental rates for Grantee owned (non-modified) equipment not listed in Item c above.

**K. Retainage**

The only retainage to be withheld on the project shall be between the Grantee and the Commonwealth. The Commonwealth will retain 10% of its reimbursements to the Grantee until satisfactory project completion. The Grantee is not permitted to withhold any percentage of payment from the Contractor. Reimbursement procedures require the Grantee to claim all of the Contractor's eligible costs from their submitted invoices (both State and Local share). The required proof of payment shall reflect the Contractor's total invoiced amount..

**L. Single Reimbursement without Retainage**

The Grantee may elect to submit a single request for reimbursement after project completion. In this case, retainage will not be withheld provided that a final inspection of the work by the Bureau has been completed and the project work has been approved, and, all project invoices are submitted along with required proof of payment .

**M. Final Inspection**

The Grantee shall contact the Bureau's project manager when project construction is completed and ready for final inspection by the Bureau. This inspection shall verify whether all work has been completed in accordance with the approved bid package (and/or change orders). The Grantee (or a representative thereof) shall be present during the inspection and agree to sign a final inspection report which will be prepared by the Bureau. Any deficiencies and/or workmanship not in accordance with the approved project bid package, FRA regulations, AREMA specifications as applicable, and PennDOT BRFPW Supplemental Conditions: Trackwork Construction will be noted by the Bureau. The Grantee shall correct said deficiencies within 90 days of final inspection and shall notify the Bureau when noted deficiencies have been corrected. The Bureau will not release retainage owed to the Grantee until such noted deficiencies have been corrected to the satisfaction of the Bureau.

**SECTION 3 – SERVICES**

**A. Project Management**

- Project Management Services – The provision of guidance to the Grantee on any of the services listed below:
  - 1) Initiation

- a) The initiating processes to determine the nature and scope of the project.
- 2) Planning and Design
  - a) Project planning generally consists of:
    - i) Determining how to plan (e.g. by level of detail),
    - ii) Developing the scope of work,
    - iii) Selecting the planning team,
    - iv) Identifying deliverables and creating the work breakdown structure,
    - v) Identifying the activities needed to complete those deliverables and networking the activities in their logical sequence,
    - vi) Estimating the resource requirements for the activities,
    - vii) Estimating time and cost for activities,
    - viii) Developing the schedule,
    - ix) Developing the budget,
    - x) Risk planning,
    - xi) Gaining formal approval to begin work.
- 3) Executing
  - a) Executing consists of the processes used to complete the work defined in the project plan to accomplish the project's requirements.
  - b) Execution process involves coordinating people and resources, as well as integrating and performing the activities of the project in accordance with the project management plan.
  - c) The deliverables are produced as outputs from the processes performed as defined in the project management plan and other frameworks that might be applicable to the type of project at hand.
- 4) Monitoring and Controlling
  - a) Monitoring and controlling consists of those processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the execution of the project.
  - b) Monitoring and controlling includes:
    - i) Measuring the ongoing project activities (*where we are*),
    - ii) Monitoring the project variables (cost, effort, scope, etc.) against the project management plan and the project performance baseline (*where we should be*),
    - iii) Identify corrective actions to address issues and risks properly (*How can we get on track again*).
- 5) Completion
  - a) Completion includes the formal acceptance of the project and the ending thereof.
  - b) This phase consists of:
    - i) **Project Closure:** Finalize all activities to formally close the project or a project phase. This includes the Final Inspection by the Bureau and the release of any Commonwealth-held retainage for the project.
    - ii) **Grant Agreement Closure:** Complete and settle each Grant Agreement (including the resolution of any open items) and close each Grant Agreement applicable to the project or project phase. This generally occurs once the Grantee has completed all Carloading requirements outlined in the Grant Agreement.

# APPENDIX 1

## **Bid Package Development**

State agency services:

### State Prevailing Wage Rates

Bureau of Labor Law Compliance  
Labor & Industry Building  
Room 1301  
651 Boas Street  
Harrisburg PA 17121  
(717)783-0746

### Commonwealth Vendor Management Unit (PA Vendor ID)

Payable Services Call Center at 717-346-2676 (Harrisburg area) or 877-435-7363 (toll free)

The following is a list of typical Contract Sections found in a bid package. This list is not meant to be exhaustive but is intended to provide a sampling of content that the Bureau might see during the review process:

1. Invitation to bid
2. Instructions to bidders
3. General conditions (see additional information below)
4. Workers Compensation Affidavit
5. Supplementary conditions (see additional information below)
6. Technical specifications (as developed by Grantee, Engineer or Railroad for project specific work items)
7. Drawings
8. Addenda
9. Proposal
10. Agreement

The following is a list of typical General Conditions found in a bid package. This list is not meant to be exhaustive but is intended to provide a sampling of content that the Bureau might see during the review process:

1. Definitions
2. Contract documents
3. Rights and responsibilities of owner
4. Duties and authorities of architect-engineer

5. Rights and responsibilities of contractor
6. Subcontractors
7. Separate contracts
8. Project time
9. Payments and completion
10. Changes in the work
11. Protection of persons and property
12. Insurance requirements
13. Bonds
  - a. Bid
  - b. Performance
  - c. Payment
  - d. Maintenance
14. Disputes
15. Termination of the contract
16. Miscellaneous provisions

The following is a list of typical Supplementary Conditions found in a bid package. Supplementary Conditions are conditions that amend and/or supplement the general conditions in order to conform to the idiosyncrasies of a given project. This list is not meant to be exhaustive but is intended to provide a sampling of content that the Bureau might see during the review process:

1. Location of Project
2. Scope of Work
3. Site Stakeout
4. Railroad Flagman Requirements
5. Taxes
6. Wage Rates (Prevailing for competitive bid project)
7. Temporary Facilities
8. Shop Drawings, Product Data Sheets, and Material Certifications
9. Coordination of construction work with Railroad Operations
10. Field Office/Staging area
11. Payment
12. Construction Schedule Requirements
13. Permitting Requirements
  - a. Highway Occupancy – Contact local PENNDOT District office for requirements and applicability.
  - b. Environmental - Contact Regional DEP office and County Conservation District for requirements and applicability.
  - c. Land Development – Contact local governing body for requirements and applicability.
14. Additional Insurance Requirements
15. Site Clean Up and Restoration

# APPENDIX 2

# PaDEP, CCD, and USACE Contact Information

## (Agreement Exhibit A)

### DEPARTMENT OF ENVIRONMENTAL PROTECTION REGIONAL OFFICES

The General Permit Registration form and other associated documents must be sent to the appropriate delegated County Conservation District (see Exhibit B). This process does not apply to GP-11 or GP-15, which are sent to the DEP Regional Offices.

If the County Conservation District has not been delegated responsibility under the Chapter 105 program the General Permit Registration form and other associated documents must be sent to the appropriate DEP Permitting and Technical Service Section, Regional Office listed below:

<b>Northwest Regional Office</b>	<b>County Responsibility</b>
230 Chestnut Street Meadville, PA 16335 (814) 332-6945	Armstrong, Butler, Clarion, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, McKean, Mercer, Venango, Warren
<b>Southwest Regional Office</b>	
400 Waterfront Drive Pittsburgh, PA 15222-4745 (412) 442-4000	Allegheny, Beaver, Cambria, Fayette, Greene, Somerset, Washington, Westmoreland
<b>Northcentral Regional Office</b>	
208 West Third Street, Suite 101 Williamsport, PA 17701-6448 (570) 327-3636 (570) 327-3565 (FAX)	Bradford, Cameron, Centre, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga, Union
<b>Southcentral Regional Office</b>	
909 Elmerton Avenue Harrisburg, PA 17110 (717) 705-4700	Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry, York
<b>Northeast Regional Office</b>	
2 Public Square Wilkes-Barre, PA 18711-0790 (570) 826-2511	Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne, Wyoming
<b>Southeast Regional Office</b>	
2 East Main Street Norristown, PA 19401 (484) 250-5900	Bucks, Chester, Delaware, Montgomery, Philadelphia

For more information on the Department of Environmental Protection, including each Region's list of District Offices, each Region's Phone Directory, and information on the Regional Permit Coordination Office, please visit <https://www.dep.pa.gov/About/Regional/Pages/Office-Locations.aspx>.

## **PaDEP, CCD, and USACE Contact Information**

**(Agreement Exhibit B)**

### **PENNSYLVANIA COUNTY CONSERVATION DISTRICTS**

Pennsylvania's County Conservation District Office locations and contact information are subject to change over time. For a list of all County Conservation Districts and their updated contact information, a map of their locations, and a link to each District's individual website, please visit [www.pacd.org/?page\\_id=59](http://www.pacd.org/?page_id=59).



# PaDEP, CCD, and USACE Contact Information

## (Agreement Exhibit C)

### U.S. ARMY CORPS OF ENGINEERS DISTRICT OFFICES

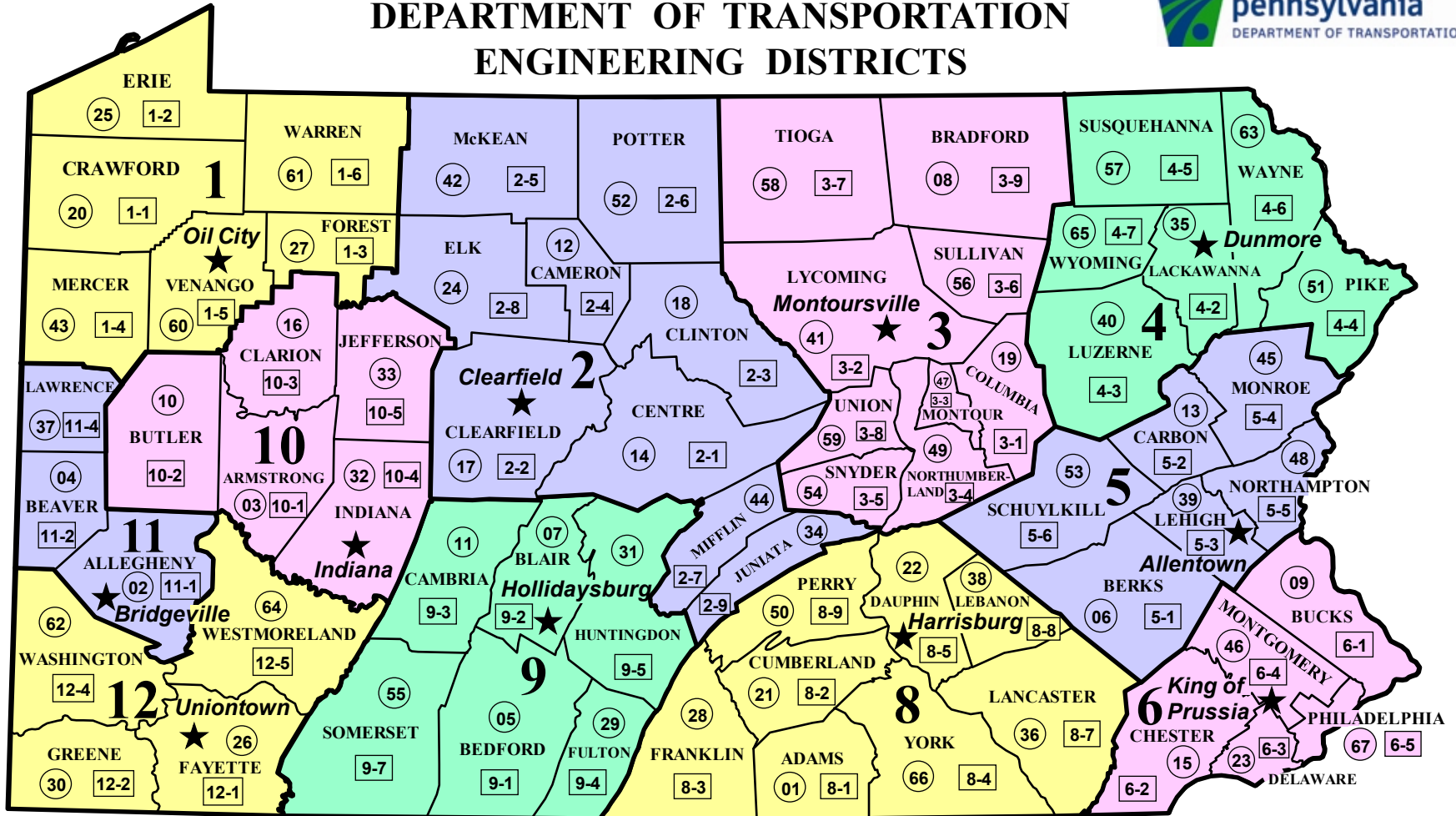
<b>Ohio River Basin Portions of Lake Erie and Genesee River Basins Located in PA</b>	<b>Susquehanna River Basin</b>	<b>Delaware River Basin</b>
Pittsburgh District Corps of Engineers Regulatory Branch  William S. Moorhead Federal Building, 20 <sup>th</sup> Floor 1000 Liberty Avenue Pittsburgh, PA 15222-4186  Phone: 412-395-7155	Baltimore District Corps of Engineers Regulatory Branch  2 Hopkins Plaza Baltimore, MD 21201  Phone: 410-962-3670	Philadelphia District Corps of Engineers Regulatory Branch  Wanamaker Building 100 Penn Square East Philadelphia, PA 19107  Phone: 215-656-6728

For more information, the U.S. Army Corp. of Engineers has an interactive map to help assist in contacting their offices. This map can be found by following the link at <https://www.usace.army.mil/Locations.aspx> and selecting one of Pennsylvania's Districts.

# PENNSYLVANIA

## DEPARTMENT OF TRANSPORTATION

### ENGINEERING DISTRICTS



**District 1-0**  
 (814) 678-7015  
 255 Elm Street  
 Oil City, PA 16301

**District 2-0**  
 (814) 765-0410  
 70 PennDOT Drive  
 Clearfield, PA 16830

**District 3-0**  
 (570) 368-4200  
 715 Jordan Avenue  
 Montoursville, PA 17754

**District 4-0**  
 (570) 963-4010  
 55 Keystone Industrial Park  
 Dunmore, PA 18512

**District 5-0**  
 (610) 871-4113  
 1002 Hamilton Street  
 Allentown, PA 18101

**District 6-0**  
 (610) 205-6660  
 7000 Geerdes Blvd.  
 King of Prussia, PA 19406-1525

**District 8-0**  
 (717) 772-0778  
 2140 Herr Street  
 Harrisburg, PA 17103-1699

**District 9-0**  
 (814) 696-7100  
 1620 N. Juniata Street  
 Hollidaysburg, PA 16648

**District 10-0**  
 (724) 357-2806  
 2550 Oakland Avenue  
 Indiana, PA 15701-3388

**District 11-0**  
 (412) 429-5001  
 45 Thoms Run Road  
 Bridgeville, PA 15017

**District 12-0**  
 (724) 439-7340  
 825 N. Gallatin Avenue  
 P.O. Box 459  
 Uniontown, PA 15401-0459

**9** – Engineering District

★ – District Office

**8-1** – Maintenance District Number

**36** – County Number

# APPENDIX 3



**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF RAIL FREIGHT, PORTS AND WATERWAYS  
SUPPLEMENTAL CONDITIONS: TRACKWORK CONSTRUCTION**

**(Revised September 2024)**

**SECTION 100: GENERAL**

The purpose of this document is to provide minimum material and workmanship requirements for common construction items identified in typical track rehabilitation or construction contracts to which the Department (PennDOT) is a party.

Unless otherwise specified in these criteria and approved by the Chief Railroad Engineer, track material and workmanship shall conform to the most current (at time of bid package approval) American Railway Engineering and Maintenance of Way Association (AREMA) specifications, as applicable. AREMA specifications include, but are not limited to, the Manual for Railway Engineering (also referred to as the AREMA Manual) and AREMA Portfolio of Trackwork Plans. Established specifications by the operating railroad may be used in lieu of AREMA specifications so long as the railroad's specifications meet or exceed specifications set by AREMA. In instances where materials and/or workmanship are not stated in AREMA or operating railroad specifications, the PennDOT Publication 408 specifications shall govern. At a minimum, all track within the limits of the project shall comply with Federal Railroad Administration (FRA) Class I standards (49 CFR Part 213) upon completion of the project work. This includes, but is not limited to, subgrade, ballast, ties, rail and OTM. It is recommended that all track be thoroughly inspected prior to the development of the scope of work so that all existing items not meeting FRA Class I standards may be incorporated into the work.

All material shall be free of defects, and of the proper size. All methods of measurement and payment are as indicated in the bid package or request for quotation (RFQ).

The term "Contractor" in this document shall mean any person performing any construction or rehabilitation work, regardless if that person is contracted labor or force account (Grantee or "Own Forces") labor.

**SECTION 150: PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT**

In accordance with the Act of March 3, 1978 (P.L. 6, No. 3), as amended, known as the "Steel Products Procurement Act" (73 P.S. Section 1881 et seq.), the Grantee and/or Contractor

shall only use steel products produced in the United States. If a steel product is identifiable from its face, the Grantee and/or Contractor must provide certification, if requested by the Department, that it is in compliance with the Act. If a steel product is unidentifiable from its face, the Grantee and/or Contractor must provide documentation, if requested by the Department, which includes, but is not limited to: invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States sufficient to demonstrate compliance with the Act.

In Section 6 of the Act, the definition of “steel products” provides that

[i]f a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States.

The Department’s Office of Chief Counsel has determined:

While the 75/25 rule may apply to certain items that are to be installed on rail freight projects funded through PennDOT state grants, we conclude that the rule does not apply to turnout frogs. Certainly the frog may have no utility as a stand-alone item, and its utility arises from its incorporation into the turnout. However, these considerations do not mean that its cost must be determined relative to the total cost of the turnout, and not separately from it, so as to bring it within the scope of the 75/25 rule and demonstrate compliance with the Act as long as its cost represents 25 percent or less of the total cost of the turnout. Regardless of the language used in the bid specifications (including but not limited to references to purchasing/installation of turnout components), the Department presumes that the purchasing and installation of distinct steel items that constitute the turnout separately is contemplated.

Because the definition of “steel products” in Section 6 of the Act includes components destined to become part of another item, it offers further support for our conclusion that the Bureau must consider the frog by itself, and where it was manufactured, for purposes of determining compliance with the Act.

The 75/25 rule applies primarily to a piece of machinery or equipment containing foreign-made steel. Such machinery or equipment would normally already be assembled either at the time of purchase or before delivery to the purchaser and is thus distinguishable from the turnout.

Incorporating a foreign-made frog into a project being funded through a state rail freight grant requires submission of a waiver request to PennDOT *before* bid specifications are approved. Only after approval of a waiver is a foreign frog to be purchased and installed. In reviewing the waiver request, PennDOT will consider such factors as the number of domestic manufacturers, the lead time required for a domestic manufacturer to produce the frog, the impact of the lead time on the project completion date, and the possibility and appropriateness of a time extension.

## **SECTION 151: PENNSYLVANIA TRADE PRACTICES ACT**

In accordance with the Act of July 23, 1968 (P.L. 686, No. 226), as amended, known as the "Trade Practices Act" (71 P.S. Section 773.101 et seq.), the Grantee and/or Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries products, as listed below, is not permitted:

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

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

c. South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.

d. Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

This provision in no way relieves the Grantee and/or Contractor of responsibility to comply with those provisions which prohibit the use of foreign-made steel and cast iron products. If a product listed above is identifiable from its face, the Grantee and/or Contractor must provide certification, if requested by the Department, that it is in compliance with the Act. If a product listed above is unidentifiable from its face, the Grantee and/or Contractor must provide documentation, if requested by the Department, which includes, but is not limited to: invoices, bills of lading, and mill certification to demonstrate compliance with the Act.

## **SECTION 152: PENNSYLVANIA UNDERGROUND UTILITY PROTECTION LAW**

In accordance with the Act of December 10, 1974 (P.L. 852, No. 287), as amended, known as the "Underground Utility Protection Law" (73 P.S. Section 176 et seq.), the Grantee and/or Contractor is required to inform himself/herself fully concerning location of public and private utilities which may or may not require the removal, resetting, construction and/or reconstruction, and which may interfere with its operations.

The Grantee and/or Contractor shall take all precautions necessary to protect existing utilities, and shall be fully responsible for and shall make good any injury to such utilities that may occur by reason of its operations.

## **SECTION 153: WORK WITHIN COMMONWEALTH PROPERTY/RIGHT-OF-WAY**

No work may occur within Commonwealth property/right-of-way without the prior approval of the appropriate Department or Commission. The Commonwealth, at its discretion, may impose additional requirements to work within Commonwealth property/right-of-way.

#### **SECTION 154: COMPLIANCE WITH ENVIRONMENTAL LAWS**

Both the Grantee and Contractor are responsible for ensuring all project work complies with all federal, state, and local environmental laws and regulations. At a minimum, PADEP Best Management Practices (BMP's) for erosion and sedimentation control shall be used.

#### **SECTION 155: PREPAREDNESS, PREVENTION, AND CONTINGENCY (PPC) PLAN**

A PPC Plan is required when fuels, lubricants, fertilizers, chemicals, hazardous wastes, or any materials with the potential for causing accidental pollution of air, land, or water are stored or utilized on any project site. If applicable, the PPC Plan must be available at the project site at all times.

#### **SECTION 156: PERMITS AND APPROVALS**

The Grantee shall ensure all necessary permits and approvals (environmental, municipal, highway occupancy, etc.) have been obtained prior to the commencement of construction.

#### **SECTION 157: HEALTH AND SAFETY**

The Contractor shall perform all work in a safe manner in compliance with all applicable federal, state, and local laws, regulations, and railroad safety requirements.

#### **SECTION 158: HOUSEKEEPING OF THE PROJECT SITE**

The Contractor shall take all necessary measures, including in designated storage area, to prevent all pollution discharge. The project site shall be kept clean and neat throughout the duration of work. Waste, rubbish, and scrap shall be properly disposed of offsite and off railroad property. The project will not be considered complete until such disposal is complete and the project site is returned to its original condition.

#### **SECTION 159: DISPOSAL OF TIES AND TIMBERS**

Ties and timbers removed as part of the project shall be properly disposed of at a permitted/licensed facility (landfill, recycler, incinerator, etc.). The disposal of ties and timbers is to be performed by the Contractor for contracted track work and shall be documented with a

dated receipt identifying the quantity, location, and party receiving the ties and/or timbers. This documentation shall be provided to the Department upon request.

## **SECTION 160: SELECTED APPLICABLE REFERENCES**

The list below contains online links to selected published references which may be applicable to project work. The list is in no way meant to be exhaustive and complete.

PennDOT Publication 72M – Roadway Construction Standards:

[http://www.dot.state.pa.us/public/PubsForms/Publications/PUB%2072M/72M\\_2010.pdf](http://www.dot.state.pa.us/public/PubsForms/Publications/PUB%2072M/72M_2010.pdf)

PennDOT Publication 371 – Grade Crossing Manual:

<http://www.dot.state.pa.us/public/pubsforms/Publications/PUB%20371.pdf>

PennDOT Publication 408 – Highway Specifications:

[http://www.dot.state.pa.us/public/PubsForms/Publications/Pub\\_408/PUB%20408.pdf](http://www.dot.state.pa.us/public/PubsForms/Publications/Pub_408/PUB%20408.pdf)

## **SECTION 200: TRACK CONSTRUCTION**

DESCRIPTION: This work consists of the following:

- Preparation of the subgrade including all clearing, excavating, filling and grading necessary for the placement of the railroad track.
- Furnishing, distributing and assembling all components of the railroad track in accordance with this document and AREMA specifications.
- Final leveling and alignment of track.

MATERIAL: All materials shall conform to AREMA specifications and to the criteria contained within this document.

WORKMANSHIP: Work shall comply with AREMA specifications and to the criteria contained within this document.

## **SECTION 300: CROSS TIES**

DESCRIPTION: This work consists of furnishing and distributing the required number of ties, installation of replacement ties, removal and disposal of defective ties, replacement of tie plates, spiking of replacement ties, tamping, replacement of rail anchors, and dressing of ballast.

MATERIAL: Ties shall be oak and/or mixed hardwoods and conform to AREMA specifications. Ties shall not be industrial grade, plant rejects, relays, or manufactured with a material other than wood unless written permission is received from the Chief Railroad Engineer.



New cross ties shall be installed and shall measure a minimum of 6"x8"x8'-6" (ties may have a tolerance of -1/4" to +3/4" width and height and be 1" shorter or longer than the length of 8'-6"). No more than 1" of wane shall be allowed in the rail bearing area. At a minimum, cross ties shall be treated with a 60/40 creosote-coal tar solution per cubic foot of material or Boron and Copper Naphthenate. Treatment reports must be provided upon request

WORKMANSHIP: Ties shall be delivered clean and free of surface residue. Ties shall be stored at a location where any releases from the wood (i.e. weeping or bleeding) will not contaminate a sensitive environmental area (i.e. soil, groundwater, surface water, or sediment). Ties shall remain stored until sufficient drying time has elapsed where the placement will not present an environmental hazard. All ties will be placed with the heartwood face down, square with the line of rail and centered with the track. All ties will be brought up tight against the base of the rail and be tamped with an appropriate device. Scarify tie cribs to avoid damaging ties upon insertion. Ties will be handled with tie tongs or approved mechanical device. The use of a pick is not allowed. All ties will be spiked to a minimum gage of 56" but will not exceed 57.5". In areas where ties are spotted in, blending of the existing ties will be required. Where spikes are withdrawn, the spike holes in the tie will be plugged with a treated tie plug. Spikes will be driven vertically and square against the rail and driven to allow 1/8" to 3/16" space between the spike head underside and top of rail base. No spikes will be driven into the joint bar slot or at the joint bar ends. Tie plates will be centered on the tie under the rail with the base of the rail bearing firmly against the tie plate. Under no circumstances will the shoulder of the plate be under the base of the rail. Rail anchors disturbed as a result of the work will be reinstalled as per existing anchor pattern.

### **SECTION 301: SWITCH TIES**

DESCRIPTION: This work consists of furnishing and distributing switch ties, removing and disposing of defective switch ties, installing of replacement switch parts and tie plates as required, driving spikes, tamping ties, and dressing ballast.

MATERIAL: Switch ties will be oak and/or mixed hardwoods and conform to AREMA specifications. Switch ties will not be industrial grade, plant rejects, relays, or manufactured with a material other than wood unless written permission is received from the Chief Railroad Engineer. New switch ties will measure as specified in the AREMA Portfolio of Trackwork Plans. No more than 1" of wane will be allowed in the rail bearing area. At a minimum, switch ties will be treated with a 60/40 creosote-coal tar solution per cubic foot of material or Boron and Copper Naphthenate. Treatment reports must be provided upon request.

WORKMANSHIP: Workmanship as described in Section 300 applies. The distance from the field side base of rail to the end of the switch tie will be in the range of 13" - 24" for both ends of the switch tie. Switch ties will be installed per AREMA specifications. Under no circumstances shall switch ties be interlaced, nor shall switch ties be placed off-center for the purpose of avoiding interlacing.

### **SECTION 302: BRIDGE TIES**

DESCRIPTION: This work consists of furnishing and distributing bridge ties, removing and disposing of defective ties, installing replacement ties, reinstalling tie plates, spiking, installing tie bolts, and installing tie spacer bar or timber.

MATERIAL: Bridge ties shall be made of wood and conform to AREMA specifications. Bridge ties will be new and not be industrial grade, plant rejects, relays, or manufactured with a material other than wood, and properly treated unless otherwise approved by the Chief Railroad Engineer.

WORKMANSHIP: Workmanship shall conform to Section 300, where applicable, and to AREMA specifications. Bridge ties will be dapped (if applicable) and fitted to support the running rails at the proper grade and elevation across the entire length of the bridge. For securing the rail to the ties, workmanship shall be as described in Section 300 and/or 301, as applicable, and to AREMA specifications. All joints on the bridge deck will be tightened upon completion of bridge timber installation.

#### **SECTION 400: SUB-BALLAST**

DESCRIPTION: This work consists of furnishing sub-ballast for all work.

MATERIAL: All sub-ballast shall comply with AREMA specifications.

WORKMANSHIP: A minimum of six (6) inches of sub-ballast shall be placed below the ballast. Placement shall be in individual lifts not exceeding four (4) inches. Each lift shall be compacted until no movement of material exists beneath compaction equipment. All other workmanship shall be as described in AREMA specifications.

#### **SECTION 401: BALLAST**

DESCRIPTION: This work consists of all work for the furnishing and installation of ballast. Additionally, this Section includes, but is not limited to, the conditions outlined in Section 500 – Raising, Lining, and Surfacing and/or Section 501 – Spot Tamping (Surfacing).

MATERIAL: Ballast (crushed stone) shall be new or used (cleaned) and free of screenings, dirt, and foreign matter. Gradation numbers 24, 25, 3, 4, 4A are acceptable as mainline and siding materials. Gradation Numbers 5 and 57 are acceptable as yard materials. All ballast shall comply with AREMA specifications. Use of ballast material and/or gradations other than is listed in this Section shall require the approval of the Chief Railroad Engineer.

WORKMANSHIP: Ballast shall be placed a minimum of twelve (12) inches below the bottom of all ties, where practicable, but never less than six (6) inches, and within all void space between ties. All tie cribs shall be full and the shoulder shall be adequate to restrain the tie from lateral movement. All other workmanship shall be as described in Section 500 and/or 501, as applicable, and to all applicable AREMA specifications.

## **SECTION 500: RAISING, LINING, AND SURFACING**

DESCRIPTION: This work consists of adjusting the footprint and profile of the track to a proper alignment; installing ballast; spiking and tamping all ties; tightening of joints; regulating ballast; and general surface maintenance of the track.

MATERIAL: Ballast shall be as described in Section 401 – Ballast. All other material shall be as described in AREMA specifications.

WORKMANSHIP: Adequate ballast for dressing to the proper cross section will be distributed in advance of raising. All joints in the work limits will be tightened prior to beginning the surfacing work. Workmanship shall be as described in the appropriate Section number of this document and to AREMA specifications. All spikes will be driven down with care taken not to overdrive. All ties will have a tight bearing against the plate, as well as the plate against the base of the rail. After surfacing and lining have been completed, which will include the cleaning and inspection of switch points, all joints will be retightened, and ballast will be regulated and dressed..

## **SECTION 501: SPOT TAMPING (SURFACING)**

DESCRIPTION: This work consists of installing the necessary ballast, tamping all low spots, sink holes, down ties, undercut ties, respiking improperly spiked ties, and realigning track areas where needed.

MATERIAL: Ballast shall be as described in Section 401 – Ballast. All other material shall be as described in AREMA specifications.

WORKMANSHIP: Workmanship shall be as described in Section 401 and 500, as applicable, and to AREMA specifications. Down ties are to be plugged, re-spiked, and tamped up tightly to the base of rail. Work area will be properly dressed after completion of surfacing.

## **SECTION 600: RAIL**

DESCRIPTION: This work consists of furnishing and installation of rail required for all work. This includes, but is not limited to, Section 601 – Jointed Rail and/or Section 602 – Continuously Welded Rail (CWR).

MATERIAL: Rail shall be new, relay (used/second-hand), or Industrial Quality (IQ) and manufactured in the United States of America. The Bureau uses the list of brands of rail manufactured in the United States found in the “Federal Railroad Administration, Office of Railroad Safety, Track Inspector Rail Defect Reference Manual” as its reference of domestic rail manufacturers. Rail shall conform to AREMA specifications with the exception of Industrial Quality rail.

Relay rail purchased for and used in any project will not exceed Class I or II allowable wear as specified in the “Rail Grading Classification by Wear” table in the AREMA Manual (Table 4-3-

18). The use of relay rail with wear classified as AREMA Class III or IV will not be used unless approved by the Chief Railroad Engineer. Certification of relay rail grading shall be provided to the Bureau upon request.

All Industrial Quality rail shall be permanently identified by grinding diagonally through every "RE" or other designation within the rails' branding. Each designation shall be ground or milled diagonally from the top right-hand corner to the bottom left-hand corner, a minimum of ¼-inch in width and within 0.010-inch of the parent rail web surface (depth). Documentation from the rail manufacturer must be provided to both the client and the Bureau indicating the reason for the Industrial Quality designation.

WORKMANSHIP: Workmanship shall be as described in Section 601, 602, and/or 603, as applicable, and to AREMA specifications. Industrial Quality rail may not be used on mainline track and may only be used in yards or sidings both that do not carry hazardous materials (hazmat).

### **SECTION 601: JOINTED RAIL**

DESCRIPTION: This work consists of furnishing and distributing required lengths of rail, installing rail, disposing of replaced rail, installing tie plates, driving spikes, and installing rail anchors.

MATERIAL: Rail shall be as described in Section 600 - Rail. Rail shall be of the same or greater weight and section as that being replaced, if applicable. Rail less than 14' in length shall not be used as replacement rail.

WORKMANSHIP: Rail will be cut with a saw and new bolt holes will be drilled. A torch will not be used for these operations. Rail end mismatch will not exceed ¼" on both the tread and gage side. All rail will be spiked to a gage between 56" and 57.5". For securing the rail to the ties, workmanship shall be as described in the appropriate Section number of this document and to AREMA specifications.

### **SECTION 602: CONTINUOUS WELDED RAIL (CWR)**

DESCRIPTION: This work consists of furnishing and distributing required lengths of CWR, installing rail, disposing of replaced rail, installing tie plates, driving spikes, and installing rail anchors.

MATERIAL: Rail shall be as described in Section 600 - Rail. Rail shall be of the same or greater weight and section as that being replaced, if applicable.

WORKMANSHIP: CWR will conform to AREMA specifications and as indicated in an FRA approved CWR Plan of the operating railroad if required by the FRA and/or 49 CFR 213. CWR will not have holes closer than 4.5" to the weld. All tie holes will be plugged with treated plugs. All CWR rail will be laid to a gage between 56" and 57.5". Every tie will be box anchored for 200' beyond each bolted end of the CWR strings, each end of road crossings, and each end of

switches. Ballast will extend beyond the tie ends at least 12". Rail will be cut with a saw and new bolt holes drilled. A torch will not be used for these operations. Rail end mismatch will not exceed ¼" on both the tread and gage side. Proper welding specifications will be determined by the contractor performing the welding operation. For securing the rail to the ties, workmanship shall be as described in the appropriate Section number, the AREMA specifications, and FRA approved CWR Plan, as applicable.

### **SECTION 603: TURNOUT**

DESCRIPTION: This work consists of furnishing all materials required for the construction or rehabilitation of a turnout.

MATERIALS: All materials shall comply with AREMA specifications.

WORKMANSHIP: The turnout shall be either a Left Hand (LH) or Right Hand (RH). The use of another geometry, such as an equilateral or 3-way turnout, requires the approval of the Chief Railroad Engineer. The placement of a turnout on a curve is discouraged. Workmanship shall be as described in the appropriate Section number of this document and to AREMA specifications.

### **SECTION 700: RAILROAD GRADE CROSSING OF A PUBLIC ROAD**

DESCRIPTION: This work consists of the rehabilitation or new construction of a railroad grade crossing a road open to public vehicular and/or pedestrian traffic.

MATERIALS: All materials shall comply with AREMA specifications and the specifications of the governmental agency with jurisdiction of the roadway.

WORKMANSHIP: All approvals shall be obtained prior to any construction. Approvals must be received from, but are not limited to, the municipality, PennDOT, and the Pennsylvania Public Utility Commission (PUC). Pedestrian and vehicular traffic shall be fully protected. Work shall not extend beyond the railroad right-of-way. All work shall comply with AREMA, the governmental agency with jurisdiction of the roadway, and manufacturer specifications, if applicable (such as if using prefabricated concrete panels). All rail through the crossing shall be continuously welded with the first joint being no closer than six (6) feet from the edge of the road crossing. The crossing shall be constructed to provide a minimum storm water and surface water conveyance of a ten (10)-year storm (a rainfall event with a ten (10) percent maximum exceedance probability in a single year.) Any filter fabric used below the tracks shall meet AREMA specifications, be of weight between ten (10) to sixteen (16) ounces per square yard, and placed a minimum of ten (10) inches below the bottom of the ties. For crossings on roads owned by the Commonwealth, all workmanship shall be in accordance with the most current version of the PennDOT Publication 408 and Publication 72M – Drawing No. RC-28M at time of bid package approval, as applicable, unless otherwise approved by the appropriate Commonwealth delegated Engineer (i.e. District Grade Crossing Engineer).

## **SECTION 701: RAILROAD GRADE CROSSING WITHIN PRIVATE PROPERTY**

DESCRIPTION: This work consists of the rehabilitation or new construction of a railroad grade crossing of a road within private property (i.e. rail yard, manufacturing plant).

MATERIALS: All materials shall comply with AREMA specifications.

WORKMANSHIP: All work shall comply with AREMA and manufacturer specifications, if applicable (such as when using prefabricated concrete panels). No joints shall be placed inside six (6) feet from either edge of the road crossing. Any filter fabric used below the tracks shall meet AREMA specifications, be of weight between ten (10) to sixteen (16) ounces per square yard, and placed a minimum of ten (10) inches below the bottom of the ties.

# APPENDIX 4

# APPENDIX 4



## **Standard Agreement Provisions**

**(Agreement Exhibit D)**

### **OFFSET PROVISIONS**

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

# Standard Agreement Provisions

## (Agreement Exhibit E)

### CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

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

**e. “Financial Interest”** means either:

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

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

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

## Standard Agreement Provisions

### (Agreement Exhibit E)

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

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

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

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

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

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

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

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

## Standard Agreement Provisions

### (Agreement Exhibit E)

- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor

## Standard Agreement Provisions

### (Agreement Exhibit E)

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

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

## Standard Agreement Provisions

### (Agreement Exhibit F)

#### PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

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 agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

# Standard Agreement Provisions

## (Agreement Exhibit G)

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

## Standard Agreement Provisions

### (Agreement Exhibit G)

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



# **Standard Agreement Provisions**

## **(Agreement Exhibit H)**

### **CONTRACTOR RESPONSIBILITY PROVISIONS**

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

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

## **Standard Agreement Provisions**

### **(Agreement Exhibit H)**

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 search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

# APPENDIX 5

**Pennsylvania Department of Transportation  
Bureau of Rail Freight, Ports & Waterways  
Competitive Bid Requirements**

If the total estimated cost of the subcontracted project work or procurement of materials exceeds \$5,000.00, the applicant/grantee must secure competitive bids as follows:

1. For subcontracted project work, develop written bid specifications, which will include a bid schedule containing, at minimum, item descriptions, quantities, and units needed to perform the Project work to be subcontracted. The applicant/grantee will submit the specifications to the Department for review and comment. The applicant/grantee agrees that it will not release the specifications to potential bidders without prior written Department approval. The Department, at its option, may require the applicant/grantee to hold a pre-bid conference.
2. For the procurement of materials and supplies for installation by applicant/grantee forces, or a wholly owned company of the applicant/grantee, develop written specifications, which will include a bid schedule containing, at minimum, item descriptions, quantities, and units needed to perform the Project work. These specifications will be used to either solicit formal bids (see Item 3 below), or to solicit quotes for the materials and supplies to be acquired from at least 3 qualified potential suppliers or vendors.
3. If **total project** costs for the contracted work item(s)/materials are expected to exceed **\$200,000**, the applicant/grantee will publicly advertise the project for two weeks in a newspaper of general circulation. Advertise the project at least twice, with the two ads not less than three days apart, and with the first ad at least two weeks prior to the pre-bid meeting date. Or, with the first ad at least two weeks prior to the bid due date if a pre-bid meeting is not to be held. **At least one week prior to bid opening, the applicant/grantee shall notify the Department of the date and time of the bid opening.**
4. If, following the release of the Department-approved specifications to potential bidders, the applicant/grantee for any reason finds it necessary or desirable to make any revision to the specifications, **a copy will be forwarded to** the Department. The applicant/grantee will send such changes concurrently to all potential bidders who received the invitation to bid as an addendum.
5. In the presence of witnesses, open the bid documents received at the date, time, and place specified in the invitation to bid.
6. For subcontracted work, determine the lowest responsive and responsible bidder, and forward a copy of all bids as received, along with the names of

witnesses to the bid opening and the determination of the selected bidder, to the Department for its written approval of the award. For the procurement of materials, forward a copy of all bids or quotes received and the determination of the selected low bidder or quote to the Department for its written approval of the award. The Department will review all data pertaining to the solicitation and award process.

7. The applicant/grantee must certify, in writing, for itself and all its subcontractors and suppliers, that, as of the date of its execution of any Commonwealth contract in the case of grantees and as of the date of award to any subcontractor or supplier in the case of applicants, neither the applicant/grantee, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority and, if the applicant/grantee cannot so certify, that it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

**No Project may commence until the applicant/grantee has obtained an executed Grant Agreement or Letter of Non-Prejudice AND the Department's written approval to award the bid.**

**Failure to follow the bid procedures as outlined in this section will result in the ineligibility of a project to receive grant funds or the forfeiture of funds already granted.**

# APPENDIX 6

## CODE OF ETHICS

The Bureau requires that the Consultant, in order to uphold and advance the honor and dignity of the consulting profession and in keeping with high standards of ethical conduct, will:

- Be honest and impartial, and serve with devotion his employer, his clients, and the public.
- Strive to increase the competence and prestige of the consulting profession.
- Use his knowledge and skill for the advancement of human welfare.
- Be guided in all his professional relations by the highest standards of integrity, and act in professional matters for each client or employer as a faithful agent or trustee.
- Have proper regard for the safety, health, and welfare of the public in the performance of his professional duties. If his professional judgment is overruled by nontechnical authority, he will clearly point out the consequences. He will notify the proper authority of any observed conditions which endanger public safety and health.
- Not advertise its work or merit in a self-laudatory manner, and avoid all conduct or practices likely to discredit or unfavorably reflect upon the dignity or honor of the profession.
- Endeavor to extend public knowledge and appreciation of consulting and its achievements and to protect the consulting profession from misrepresentation and misunderstanding.
- Not express an opinion on a professional subject unless that opinion is founded on adequate knowledge and honest conviction.
- Not undertake consulting assignments unless qualified by training or experience, but will engage, or advise engaging experts and specialists, whenever the client's or employer's interests are best served by such service.
- Not disclose confidential information concerning the business affairs or technical processes of any present or former clients or employers without their consent.
- Endeavor to avoid a conflict of interest with its employer or client but, when unavoidable, shall fully disclose the circumstances to its employer or client.
- Uphold the principles of appropriate and adequate compensation applicable to those engaged in consulting work.
- Not accept compensation, financial or otherwise, from more than one interested party for the same service, or for services pertaining to the same work without full disclosure to and consent of all interested parties.
- Not compete unfairly with other Consultants by attempting to obtain employment, advancement, or professional engagements with a client or employer through the competitive bid process, by taking advantage of a salaried position, by criticizing other Consultants, or by other improper or questionable interactions or associations with a client or employer.
- Not attempt to injure, maliciously or falsely, directly or indirectly, the professional reputation, prospects, or practices of another Consultant, nor indiscriminately criticize another Consultant's work in public. If it believes that another Consultant is guilty of unethical or illegal practices, it shall present such information to the proper authority for their consideration/action.
- Not associate with, or allow the use of its name by, an enterprise of questionable character; neither will it become professionally associated either with Consultants who do not

conform to ethical practices or with persons not legally qualified to render the professional services for which the association is intended.

- Give credit for consulting work to those to whom credit is due, and recognize the proprietary interests of others.

Cooperate in advancing the competency of the profession by freely exchanging information and experience with other Consultants and students, and endeavor to provide opportunities for the professional development and advancement of employees under its supervision.



# APPENDIX 7

## APPENDIX 7

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR RAIL FREIGHT, PORTS, AND WATERWAYS GRANTS

#### 1. DBE

No DBE goal has been established with the grant. However, Disadvantaged Business Enterprises, Small Business Enterprises, and small business concerns are encouraged to participate. Include the following provisions (Paragraphs a through d) in every contract and subcontract, so that such provisions will be binding not only upon the grantee but also upon each contractor, subcontractor, supplier, service provider, and trucking firm performing work towards the grant agreement.

- (a) **Policy for Rail Freight, Ports, and Waterway Projects.** It is the policy of the U.S. Department of Transportation (DOT) and the Pennsylvania Department of Transportation (PennDOT) that DBEs, as defined in Section 26.5 of Title 49 Code of Federal Regulations, Part 26, as amended, (Part 26) and this specification, be afforded the opportunity to participate in the performance of contracts financed in whole or in part with funds under this grant agreement. Consequently, the DBE requirements of Part 26 apply to this contract.
- (b) **DBE Obligation.** Take all necessary and reasonable steps to ensure that all DBEs have the opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of PennDOT and DOT-assisted contracts.
- (c) **Failure to Comply with DBE Requirements.** Failure by the grantee to carry out these requirements is a material breach of this grant agreement, which may result in termination of this grant or such other remedy as PennDOT deems appropriate, which may include, but is not limited to:
  - a. Withholding progress payments;
  - b. Assessing sanctions;
  - c. Liquidated damages; and/or
  - d. Disqualifying the contractor from future bidding as non-responsible.
- (d) **Small Business Enterprise (SBE) Participation.** Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the grant agreement. There is no SBE goal.

#### 2. DEFINITIONS

The following definitions apply for terms used in this specification:

- (a) **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
  - 1. An entity certified by the Pennsylvania Unified Certification Program (PAUCP) as listed on [www.paucp.com](http://www.paucp.com).
  - 2. That meets the ownership and control requirements of the DBE certification program.
  - 3. That meets the Personal Net Worth requirements of the DBE certification program (Part 26).
- (b) **Small Business Enterprise (SBE).** A for-profit small business concern:
  - 1. An entity certified by the PennDOT as listed on [www.dotsbe.pa.gov](http://www.dotsbe.pa.gov).
  - 2. That meets the ownership and control requirements of the Small Business Element (SBE) certification program.
  - 3. That meets the Personal Net Worth requirements of the SBE certification program.

- (c) **Commercially Useful Function.** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.
- (d) **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.
1. **Manufacturer.** A DBE/SBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  2. **Regular Dealer.** A DBE/SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Whether a DBE/SBE firm meets the criteria for being treated as a regular dealer is a contract-by-contract determination to be made by the Department.
  3. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.

### 3. COUNTING DBE PARTICIPATION

Although no DBE goal is established for this grant agreement, the contractor is still encouraged to involve DBEs in the required work and to collect documentation of any such involvement in the grant. Recruitment and utilization of certified DBEs is in addition to all other equal opportunity requirements of the grant.

#### (a) Construction.

1. **Prime Contractor.** A DBE prime contractor will receive credit for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.
2. **Subcontractor.** When a DBE participates in a contract directly as a subcontractor or as a second-tier or lower-tier subcontractor, count only the value of the work actually performed by the DBE.

Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

#### (b) Materials and Supplies.

1. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.

2. **Regular Dealer.** If the materials or supplies are purchased from a DBE performing in a regular dealer, count 60% of the cost of the materials or supplies. Note: There is no North American Industry Classification System (NAICS) code for regular dealer.
  3. **Transaction Expeditor/Broker.** If the materials or supplies are purchased from a DBE which is neither a manufacturer nor performing as a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.
- (c) **Service Providers.** Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- (d) **Trucking Firms.** Count 100% of trucking costs using the following factors to determine what can be counted:
1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
  3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
  5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
  6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. A lease must explicitly state that the DBE leases trucks without operators when the counting of the total value of transportation services is desirable.

#### 4. COUNTING SBE PARTICIPATION

- (a) Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the grant.
- (b) There is no SBE goal.
- (c) Count SBE participation the same as DBE participation.

## 5. ACTIONS REQUIRED BY THE GRANTEE AT THE BIDDING STAGE AND PRIOR TO AWARD

- (a) While no DBE or SBE goal has been established in connection with the grant, the grantee is required to collect information on any DBEs and SBEs solicited for performance on contracts that are issued in support of the grant.

## 6. DURING PERFORMANCE OF THE GRANT

### A. COMMERCIALY USEFUL FUNCTION

A Commercially Useful Function (CUF) analysis is required under 49 CFR §26.55 to ensure DBE participation is credited appropriately on transportation projects. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

- (a) The Inspector-in-Charge (or Consultant Inspector if applicable) will complete the Form EO-354 BRFPW, DBE Commercially Useful Function Report (Attachment 1), for all DBEs performing work towards the grant. The CUF form must be completed within five (5) days of the DBE performing work on the project.
- (b) Upon completion of the form the Inspector-in-Charge (or Consultant Inspector if applicable) will immediately e-mail the form to PennDOT's Bureau of Equal Opportunity (BEO) at [penndotcuf@pa.gov](mailto:penndotcuf@pa.gov) for further review and analysis. The analysis and subsequent determination of the CUF will be made by BEO. However, BEO may request additional information from the grantee to help with the investigation and analysis. BEO will also consult with grantee prior to issuing its determinations on the CUF. The final determination will be issued in writing and provided to all parties (the Department, the prime contractor and the DBE firm being impacted).

### B. RECORDS & REPORTING

The grantee is required to keep such records and submit such reports as are necessary to determine compliance with DBE Requirements.

- (c) **Records.** The records must be designed to indicate the following:
1. The number of DBEs, SBEs, and non-DBE/SBE contractors, suppliers, truckers, and or/service providers and the type of work on services performed on or materials incorporated into the project;
  2. The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on the project;
  3. Documentation of all communication to obtain the services of DBEs/SBEs on a project;
  4. The dollar amounts paid to DBEs/SBEs each month.
- (d) **Reports.** While no DBE or SBE goal has been established in connection with the grant agreement, the grantee is required to collect and submit documentation of DBE and SBE involvement should they perform work in support of the grant.
1. Any prime contractor must complete and submit the Form EO-402, Monthly DBE/SBE Status Report (Attachment 2). This Form should be completed each month once the grantee has issued a notice to proceed to the prime contractor. The report is to be completed by the prime contractor within five (5) business days following the end of each month. The grantee, upon receipt, should immediately review for completeness and maintain with the applicable project records.

2. If no payments are made to DBE or SBE firms during a given month, the prime contractor must still submit a zero activity report to the grantee. The prime contractor must inform the grantee, in writing, of any situation in which payments are not made to DBE/SBE subcontractors, suppliers, service provider or trucking firms as required by the subcontract including reasons why.
3. While they need not be submitted to the grantee monthly, the prime contractor must keep cancelled checks on file showing payment to DBE or SBE firms. This documentation must be provided for inspection and audit by the grantee or the Department upon request.
4. Upon completion of a DBE's or SBE's work, the prime contractor must submit to the grantee a certification of the total amount paid to the DBE or SBE. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.
5. Upon completion of the grant, the grantee must provide PennDOT information on each contractor, subcontractor, supplier, service provider, and trucking firm performing work towards the grant agreement. This includes both DBE/SBE and non DBE/SBE firms. This information should be captured on the Form EO-406 (Attachment 3), BRFPW Grant Vendor Utilization Report, and submitted to PennDOT via email to the following account: [RA-pdRailFreight@pa.gov](mailto:RA-pdRailFreight@pa.gov).

Maintain all such records and reports for a period of three (3) years following acceptance of final payment. Make these records available for inspection by PennDOT.

### **Attachments**

Attachments can be downloaded using the web addresses below:

- Attachment 1: Form EO-354 BRFPW, Commercially Useful Function Report  
<http://www.dot.state.pa.us/public/PubsForms/Forms/EO-354BRFPW.pdf>
- Attachment 2: Form EO-402, Monthly DBE/SBE Status Report  
<http://www.dot.state.pa.us/public/PubsForms/Forms/EO-402.pdf>
- Attachment 3: Form EO-406, BRFPW Grant Vendor Utilization Report  
<http://www.dot.state.pa.us/public/PubsForms/Forms/EO-406.pdf>

Should you have any questions or concerns in completing the above attachments, you may contact the Bureau of Equal Opportunity for guidance. The Bureau can be reached via the e-mail resource account at [penndotcuf@pa.gov](mailto:penndotcuf@pa.gov) or via telephone at 717-787-5891.

# APPENDIX 8

**BUREAU OF RAIL, FREIGHT, PORTS AND WATERWAYS  
(BRFPW) RAIL TRANSPORTATION ASSISTANCE PROGRAM /  
RAIL FREIGHT ASSISTANCE PROGRAM GRANTEE  
ENVIRONMENTAL INFORMATION**

*PLEASE READ THE INSTRUCTIONS PROVIDED WITH THIS FORM BEFORE COMPLETING IT. PLEASE PRINT OR TYPE INFORMATION IN BLACK OR BLUE INK. THIS FORM MAY BE PROVIDED TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PaDEP) FOR REVIEW.*

**A GRANTEE INFORMATION**

Name:		
Mailing Address:		
Phone:	Fax:	Email Address:
Grant Year:	(check one) RTAP <input type="checkbox"/>	RFAP <input type="checkbox"/>

**B PROJECT DESCRIPTION**

**C SITE LOCATION**

County(ies):	Municipality(ies):
Latitude:	Longitude:
Site Size (in acres):	Earth Disturbance Activity (in acres):

**D WATERSHED INFORMATION**

1. Receiving Water/Watershed Name:
2. Receiving Water/Watershed Designated Use:
3. Receiving Water/Watershed Existing Use:
4. Does the project discharge or have potential to discharge to: Wetlands . . . . . Yes  No   
     Exceptional value wetlands . . . . . Yes  No
5. Is the receiving water impaired? . . . . . Yes  No
6. Has a total maximum daily load been established for the receiving water? . . . . . Yes  No
7. Will the project involve any work in surface water? . . . . . Yes  No
8. Will the project involve any work above the surface water ordinary high water level? . . . . . Yes  No
9. Will the project involve placing any material in surface water? . . . . . Yes  No
10. Is the project site located within the 100-year floodplain? . . . . . Yes  No

**E PERMIT INFORMATION**

1. A National Pollutant Discharge Elimination System Permit (NPDES) for stormwater discharges associated with construction activities: (check one)
  - a. has been obtained for the project. . . . .
  - b. will be obtained for the project. . . . .
  - c. is not required for the project. . . . .
2. A Clean Water Act, Section 404 Permit: (check one)
  - a. has been obtained for the project. . . . .
  - b. will be obtained for the project. . . . .
  - c. is not required for the project. . . . .
3. A water obstruction and encroachment (25 Pa. Code Ch. 105) permit: (check one)
  - a. has been obtained for the project . . . . .
  - b. will be obtained for the project. . . . .
  - c. is not required for the project. . . . .
4. A flood plain management (25 Pa. Code Ch. 106) permit: (check one)
  - a. has been obtained for the project. . . . .
  - b. will be obtained for the project. . . . .
  - c. is not required for the project. . . . .
5. An erosion and sediment control plan (E&S plan): (check one)
  - a. has been prepared for the project and approved by PaDEP or the county conservation district (CCD). . . . .
  - b. will be prepared for the project and submitted to PaDEP or the CCD. . . . .
  - c. has or will be prepared for the project but will not be submitted to PaDEP or the CCD. . . . .

*IF THE PaDEP DETERMINES THAT ADDITIONAL PERMITS OR APPROVALS ARE REQUIRED FOR THE PROJECT, GRANT FUNDING OR APPROVAL TO BEGIN WORK MAY BE DELAYED UNTIL THE REQUIRED PERMITS OR APPROVALS ARE OBTAINED. GRANT FUNDING IS CONTINGENT UPON OBTAINING THE REQUIRED ENVIRONMENTAL PERMITS AND AUTHORIZATIONS.*



**F VERIFICATION AND SIGNATURE**

*THE UNDERSIGNED VERIFIES THAT THE FOREGOING IS TRUE AND ACCURATE TO THE BEST OF THEIR KNOWLEDGE AND THAT THEY HAVE BEEN DULY AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF THE GRANTEE. THE UNDERSIGNED UNDERSTANDS THAT THIS STATEMENT IS MADE SUBJECT TO THE PENALTIES OF 18 PA. C.S. §4094 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.*

BY: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

## **INSTRUCTIONS**

### **A. Grantee Information**

**(1 to 5)** Provide the Grantee's name, mailing address, telephone number, fax number and email address. **(6 & 7)** Indicate the year of the grant and check the appropriate box to indicate whether the grant is awarded under the Rail Transportation Assistance Program (RTAP) or the Rail Freight Assistance Program (RFAP). This information should match the information provided in the grant application.

### **B. Project Description**

Provide a brief description of the project. This description should match the information provided in the grant application.

### **C. Site Location**

**(1 & 2)** Provide the county or counties and municipality or municipalities in which the project is located. **(3 & 4)** Provide the latitude and longitude of the center of the project site. **(5)** Indicate the size of the project site in acres. **(6)** Using the definition of "earth disturbance activity" found in Section 102.1 of the Pennsylvania regulations related to erosion and sediment control (25 Pa. Code Chapter 102), indicate the number of acres of earth disturbance activity involved in the project. The regulatory definition of "earth disturbance activity" is attached to these instructions for your convenience.

### **D. Watershed Information**

**(1 to 2)** Provide the name of the stream or other body of water that will receive stormwater from the project site, provide its designated uses, including any designation as either exceptional value (EV) or high quality (HQ). A list of receiving waters in Pennsylvania and their designated uses can be found in the Pennsylvania regulations related to water quality standards (25 Pa. Code Chapter 93).

**(3)** A stream may have an existing use that differs from its designated use in Chapter 93. PaDEP maintains a list of streams with data relating to existing use at:

[http://www.portal.state.pa.us/portal/server.pt/community/existing\\_use/10557](http://www.portal.state.pa.us/portal/server.pt/community/existing_use/10557).

**(4)** Indicate whether the project will discharge or has the potential to discharge into a wetland and whether that wetland is of exceptional value. Wetlands are areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances to support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs and similar areas. Wetlands considered to have exceptional value are described at 25 Pa. Code § 105.17.

**(5 & 6)** Indicate whether the receiving water is impaired and whether a total maximum daily load has been established for the receiving water. Information about impaired waters in Pennsylvania and total maximum daily loads (TMDLs) can be obtained from the Pennsylvania Department of Environmental Protection (PaDEP) online using eMapPA at:

<http://www.emappa.dep.state.pa.us/emappa/viewer.htm>.

Zoom in on your project area and use the "Streams Integrated List Non Attain" feature under Streams & Water Resources to identify impaired waters, and use the "TMDL Streams" or "TMDL Lakes" features to identify impaired waters with TMDLs.

**(7 to 10)** Indicate whether the project will involve any work in or above surface water and whether the project will involve placing any material in surface water. The term "surface water" includes perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps and estuaries. The term, however, excludes water at facilities approved for wastewater treatment impoundments, cooling water ponds and constructed wetlands used as part of a wastewater treatment process. Indicate whether the project site lies within a 100-year floodplain. The 100-year floodplain is the 100-year floodway and the maximum area of land that is likely to be flooded by a 100-year flood as shown on the floodplain maps approved or promulgated by the Federal Emergency Management Agency.

### **E. Permit Information**

Grantee is responsible for determining which permits are required for the project. The EIF requires the Grantee to provide information about four common environmental permits and an erosion and sediment control plan. This is not intended to be an exhaustive list of all environmental permits that may be required for the project. BRFPW encourages Grantee to contact the appropriate PaDEP Regional Office or county conservation district (CCD) to arrange a pre-application meeting. Such a meeting will help Grantee determine what, if any, environmental permits will be required for the proposed work. Please be advised that PaDEP has determined that the permits listed here are not preempted by the ICC Termination Act of 1995 or the Federal Railway Safety Act of 1970.

If PaDEP determines that additional permits or approvals are required for the project, grant funding or approval to begin work may be delayed until the required permits are obtained. Grant funding is contingent upon obtaining the required environmental permits and authorizations.

**(1) Clean Water Act, Section 402 National Pollutant Discharge Elimination System (NPDES) Permit, 40 CFR Part 122, and Erosion and Sediment Control NPDES Permit, 25 Pa. Code §102.** Indicate whether Grantee (a) has obtained, (b) will obtain or (c) will not obtain coverage under the PaDEP General NPDES Permit for Stormwater Discharges Associated with Construction Activities or an individual NPDES permit for the project. Pennsylvania regulations related to erosion and sediment control (25 Pa. Code § 102.5(a)) require any person proposing an earth disturbance activity that involves one or more acres of earth disturbance to obtain an NPDES permit for stormwater discharges associated with that earth disturbance. If the proposed work is less than one acre, an NPDES permit may nonetheless still be required if it is part of a common plan of development that involves one or more acres of earth disturbance. When calculating whether the area of earth disturbance activity involves one or more acres, Grantee may exclude areas of road maintenance activities as that term is defined in the Chapter 102 regulations. The full regulatory definition of the terms “earth disturbance activity” and “road maintenance activities” are attached to these instructions for your convenience. However, an E&S Permit is required prior to commencing road maintenance activity involving 25 acres or more of earth disturbance (25 Pa. Code § 102.5(b)).

**(2 & 3) Clean Water Act, Section 404 Permit, 33 CFR Parts 320 to 332 (Section 404 permit) and Water Obstruction and Encroachment Permit, 25 Pa. Code Ch. 105 (Chapter 105 permit).** Indicate whether a Section 404 permit or Chapter 105 permit (a) has been obtained, (b) will be obtain or (c) is not required for the project. These are two separate permits issued by different agencies. In Pennsylvania, however, one can apply for both through a joint application with PaDEP. These two permits are normally required whenever work is done in, near or over rivers, streams, and wetlands or other bodies of water. The Section 404 permit is issued by the United States Army Corps of Engineers (USACOE). It is required for any work that involves discharging dredged or fill material into a water of the United States, including wetlands. The terms “discharge of dredged material” and “discharge of fill material” are defined broadly enough to cover most projects involving work in, near or over waters of the United States. The Chapter 105 permit is issued by PaDEP. It is required for any structure or activity which changes, expands or diminishes the course, current or cross section of a watercourse, floodway or body of water. USACOE has issued a Pennsylvania State Programmatic General Permit (PASPGP-4) that allows PaDEP to authorize Section 404 coverage under this general permit in conjunction with issuance of authorization under Chapter 105 in many instances.

**(4) Flood Plain Management Permit, 25 Pa. Code Chapter 106 (Chapter 106 permit).** Indicate whether a Chapter 106 permit (a) has been obtained, (b) will be obtain or (c) is not required for the project. This permit is required for work that involves constructing, modifying, removing, destroying or abandoning an obstruction in a floodplain, when the obstruction is owned by the Commonwealth, a political subdivision or a public utility. The term “public utility” includes any person or legal entity that provides railroad transportation of passengers or property for the public. An obstruction is a structure, assembly of materials or activity which might impede, retard or change flood flows. The application authorization process for this permit is typically consolidated with the Chapter 105 permitting process. More information about this permit can be found in the regulations found at 25 Pa. Code Chapter 106.

**(5) Erosion and Sediment Control plan (E&S plan).** Indicate whether Grantee (a) has prepared an E&S plan for the project that has had the plan approved by the CCD, (b) will prepare an E&S plan and submit it for approval, or (c) has or will prepare a plan but will not submit it for approval. Section 102.4 of the Pennsylvania regulations related to erosion and sediment control (25 Pa. Code Chapter 102) require an E&S plan to be prepared and approved for some projects involving earth disturbance. In many counties, PaDEP has delegated authority for approving E&S plans to the local CCD. Regardless of whether an approved E&S plan is required, all persons conducting earth disturbance activities in Pennsylvania are required to implement erosion and sediment control best management practices to minimize the potential for erosion.

#### **F. Verification and Signature**

Sign and date the environmental information form. Provide your name and title. By signing the environmental information for you verify that the information provided is accurate to the best of your knowledge and that you have been duly authorized to sign the form on behalf of Grantee.

## REGULATORY DEFINITIONS OF EARTH DISTURBANCE ACTIVITY AND ROAD MAINTENANCE ACTIVITIES

**Earth disturbance activity**—A construction or other human activity which disturbs the surface of the land, including land clearing and grubbing, grading, excavations, embankments, land development, agricultural plowing or tilling, operation of animal heavy use areas, timber harvesting activities, road maintenance activities, oil and gas activities, well drilling, mineral extraction, and the moving, depositing, stockpiling, or storing of soil, rock or earth materials.

**Road maintenance activities**—

- (i) Earth disturbance activities within the existing road cross-section or railroad right-of-way including the following:
  - (A) Shaping or restabilizing unpaved roads.
  - (B) Shoulder grading.
  - (C) Slope stabilization.
  - (D) Cutting of existing cut slopes.
  - (E) Inlet and endwall cleaning.
  - (F) Reshaping and cleaning drainage ditches and swales.
  - (G) Pipe cleaning.
  - (H) Pipe replacement.
  - (I) Support activities incidental to resurfacing activities such as minor vertical adjustment to meet grade of resurfaced area.
  - (J) Ballast cleaning.
  - (K) Laying additional ballast.
  - (L) Replacing ballast, ties and rails.
  - (M) Other similar activities.
  
- (ii) The existing road cross-section consists of the original graded area between the existing toes of fill slopes and tops of cut slopes on either side of the road and any associated drainage features.