

# 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 Freight Grant Agreement, the specifications hereinafter set forth apply to and become part of all Rail Freight 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, Engineering, 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. This does not include grant application preparation costs incurred by the Grantee or Grantee’s in-house administrative and engineering costs.

- **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 but are directly required for normal activities of a particular rail freight service. 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 50% 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 Federal Railroad Administration (FRA) Class I (minimum) track standards. 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 which falls between routine maintenance and new track construction and shall improve the overall state of good repair of existing railroad lines and track, in their existing general alignments. The work completed using Grant funds shall conform to the standards of AREMA and the Bureau’s Supplemental Conditions: Trackwork Construction. The completed track encompassed by the project limits must:
  1. Meet a minimum standard of FRA Class I, and
  2. Be free of FRA defects, and
  3. Be accessible by rail without the need to use FRA Excepted Track.

This work is referred to as “accelerated maintenance” in the Rail Freight Preservation and Improvement Act (P.L. 584, No. 119).

- **Rail Freight Grant Project** – As used here, “Rail Freight 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
  - a. Administrative Division develops agreement with attachments in eGrants
  - b. Project Manager reviews grant agreement
  - c. Director reviews and approves grant agreement
  - d. Agreement sent to Grantee for signature
  - e. **Grantee signs grant agreement in eGrants**
  - f. Office of Chief Council review and signature
  - g. Comptroller review
  - h. LATS (Legal Agreement Tracking System) entry
  - i. Legal agreement executed in eGrants
  - j. 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**
  - a. **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, 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)
  - b. **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 package(s) and conduct pre-bid meeting (if applicable). Bidder questions and Grantee responses submitted prior to bid opening shall be submitted to Bureau for review before distribution as an addendum.**

10. **Receive and publicly open bids**
11. **Submit request for approval of apparent low bidder. The following must be included in the request:**
  - a. **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.**
  - b. **If low bid exceeds amount of grant request, an Overage Acceptance Letter addressed to the Director of the Bureau should be provided directly from the Grantee stating that they acknowledge and accept responsibility for any overages beyond the amount of the Grant Request.**
  - c. **VDMU (vendor ID) and FEIN of low bidder**
  - d. **Certificate of liability insurance of low bidder**
  - e. **Copy of printed advertisement**
  - f. **Copies of all bids**
  - g. **Tabulated summary of all bid results**
12. **Bid(s) Review**
  - a. **Lowest responsible/responsive bidder information checked for compliance against advertised bid package**
  - b. **Perform a Contractor Responsibility Program (CRP) check on all selected contractors/subcontractors and material vendors**
  - c. **Prepare and send a Low Bid Award Approval Letter**
13. **Grant Adjustment/Amendment Procedures (if applicable)**
  - 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 approval/rejection**
  - d. **If approved, Bureau executes Grant Adjustment/Amendment in eGrants**

## **B. Letter of No-Prejudice**

A Letter of No-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:

- a. the request is made after the Department or Governor's Office has announced that the Applicant has been selected to receive a grant, and
- b. 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) 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/Rail Freight Project Manager when preparing the bid package/material RFQ. This review 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. 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 (along with their recommendation) copies of all bids to the Bureau for review.

If the contractor cannot honor a bid offer until the estimated start of construction indicated in the approved bid package, the Grantee 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 the Grantee is performing its own work; or a *wholly owned* affiliate of the grantee 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 must solicit 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 (along with their recommendation) all bids to the Bureau for review.

If the bidder cannot honor a bid offer until the estimated start of construction indicated in the approved RFQ, the Grantee 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 or for sole source procurement 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 No Prejudice has been awarded by the Bureau.

Construction of all projects shall conform to the approved scope of work and specifications. All work shall conform to AREMA and the Bureau's Supplemental Conditions: Trackwork Construction. To ensure consistency in construction practices between railroad 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**

The Grantee may request a Change Order for additional work only after the bid has been awarded. The scope of work and bid item unit costs associated with a Change Order must be consistent with the line 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 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”). Contractor/vendor 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 for stored materials, and flagging, accounting, inspection, internal management, and similar items performed by Grantee personnel will be rejected. Only installed materials are eligible for reimbursement. Invoices indicating items of work, materials, quantities, equipment, etc. not included in the bid award, approved Change Orders, or otherwise 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.

Payment remittance email alerts can be set up by navigating to <https://forms.office.com/g/1VzuqyyeEQ> and completing the form. Online payment information can also be accessed at any time online using the Self-Service Payment Lookup tool via [https://www.pa.gov/services/budget/1\\_1\\_14-self-service-payment-lookup.html](https://www.pa.gov/services/budget/1_1_14-self-service-payment-lookup.html).

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

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

- a. Documentation prepared/signed by Grantee 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/Railroad 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/Railroad owned (non-modified) equipment not listed in Item c above.



**K. Retainage (Reimbursements with 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 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 Projects (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 the required proof of payment.

**M. Final Inspection**

The Grantee shall contact the Bureau's project manager when project construction is complete and ready for final inspection. 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 agrees 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 (including FRA regulations, AREMA specifications, 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**

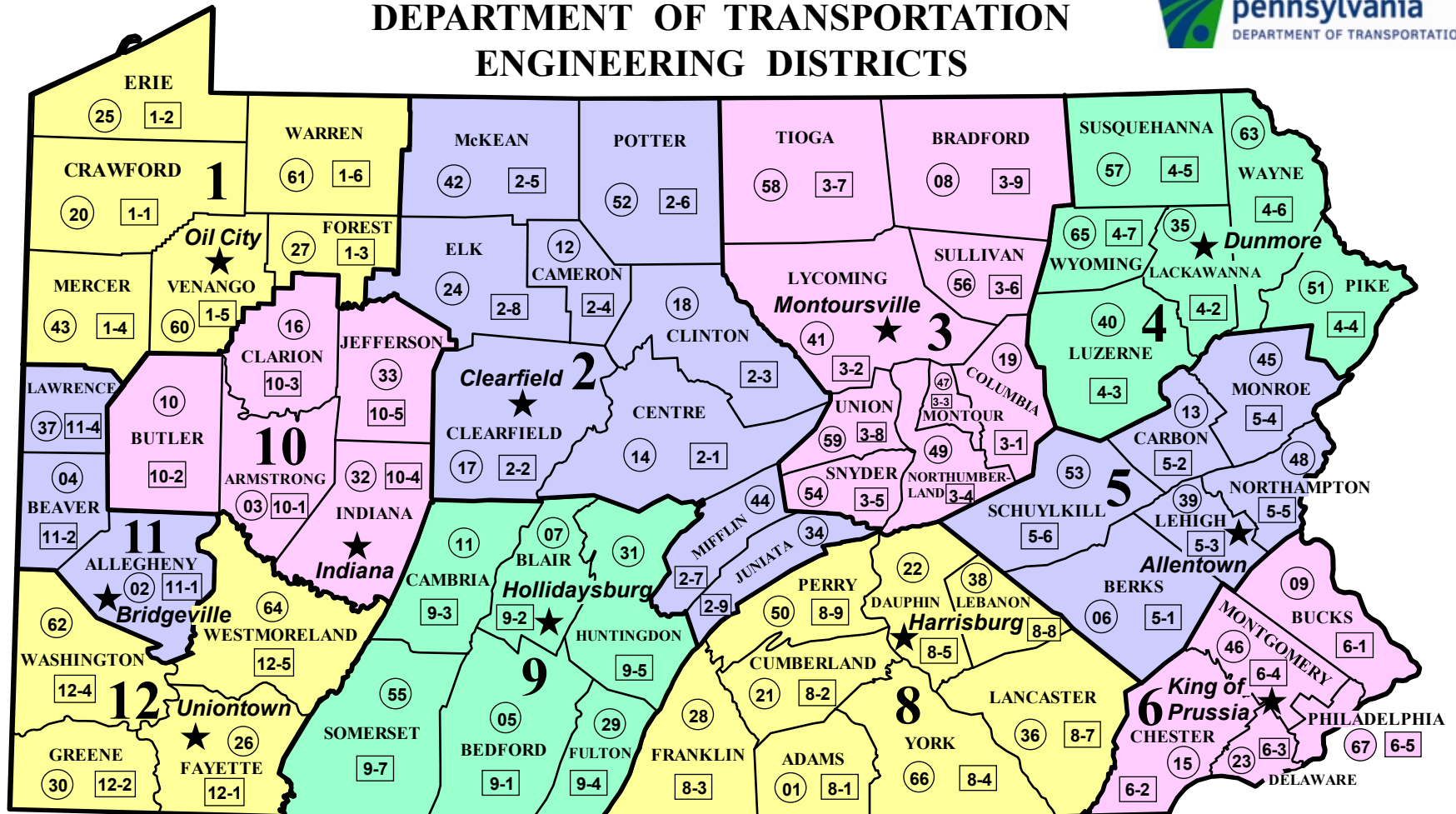
<b>Ohio River Basin Portions of Lake Erie and Genesee River Basins Located in PA</b>	<b>Susquehanna River Basin</b>	<b>Delaware River Basin</b>
Pittsburgh District Corps of Engineers Regulatory Branch  William S. Moorhead Federal Building, 20 <sup>th</sup> Floor 1000 Liberty Avenue Pittsburgh, PA 15222-4186  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 July 2025)**

**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. 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 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. As 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/Bureaus/design/PUB72M/PUB72COV.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. As 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 will be provided if requested.

**WORKMANSHIP:** Workmanship shall comply with Section 200. 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 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 creosoted 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. Track spikes will be installed with a minimum acceptable pattern whereas the spikes driven within the gauge of rail are on the same edge of the tie and the spikes driven on the field side of the rail will be on the tie edge opposite of the spikes driven within the gauge (refer to Figure A). 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.



Figure A: Minimum acceptable spiking 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. As a minimum, switch ties will be treated with a 60/40 creosote-coal tar solution per cubic foot of material. Boron and Copper Naphthenate treated wood switch ties may be requested to the Chief Railroad Engineer for review. Treatment reports will be provided if requested.

**WORKMANSHIP:** Workmanship shall comply with Section 200, as well as Section 300 where applicable. 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 properly treated unless otherwise approved by the Chief Railroad Engineer.

**WORKMANSHIP:** Workmanship shall comply with Section 200, as well as Section 300 where applicable. 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 the appropriate Section number of this document and 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:** Workmanship shall comply with Section 200. 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.

## **SECTION 401: BALLAST**

**DESCRIPTION:** This work consists of furnishing ballast for all work. This includes, but is not limited to 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 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:** Workmanship shall comply with Section 200. 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.

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

**DESCRIPTION:** This work consists of adjusting the alignment and profile of the track to a proper geometry; 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:** Workmanship shall comply with Section 200, as well as Section 300, 301, and/or 302, as applicable. 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. 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, and the whole tie will be resting fully supported in the ballast layer, without pumping. 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, 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 comply with Section 200, as well as Section 300, 301, and/or 302, as applicable. Down ties are to be plugged, respiked, and tamped up tightly to the base of rail and fully supported by ballast. Work area will be properly dressed after completion of surfacing.

## **SECTION 600: RAIL**

**DESCRIPTION:** This work consists of furnishing rail required for all work. This includes but is not limited to Section 601 – Jointed Rail, Section 602 – Continuously Welded Rail (CWR), and/or Section 603 - Turnouts.

**MATERIAL:** Materials shall comply with Section 200. Rail shall be new, relay (used/second-hand), or Industrial Quality (IQ) of a brand manufactured in the United States (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 Class 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). The use of 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) with the approval of the Chief Railroad Engineer. 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 comply with Section 200, as well as Section 601, 602, and/or 603, as applicable.

## **SECTION 601: JOINTED RAIL**

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

**MATERIAL:** Material 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:** Workmanship shall comply with Section 200. 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 minimum gage of 56" but will not exceed 57.5". For securing the rail to the ties, workmanship shall comply with Section 200, as well as Section 300, 301, and/or 302 as applicable.

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

**DESCRIPTION:** This work consists of furnishing and distributing required length 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 minimum gage of 56" but will not exceed 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 and will be acceptable to the Department. For securing the rail to the ties, workmanship shall comply with Section 200, as well as Section 300, 301, and/or 302 as applicable, and FRA approved CWR Plan, as applicable.

### **SECTION 603: TURNOUTS**

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

**MATERIALS:** All materials shall comply with AREMA specifications.

**WORKMANSHIP:** Workmanship shall comply with Section 200, as well as Section 300, 301, 600, 601, and/or 602 as applicable. The turnout shall be either a Left Hand (LH) or Right Hand (RH). The use of another geometry, such as an equilaterals, wyes, crossovers, or 3-way turnouts, requires the approval of the Chief Railroad Engineer. The placement of a turnout on a curve is discouraged.

### **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 having jurisdiction.

**WORKMANSHIP:** Workmanship shall comply with the most current (at time of bid package approval) PennDOT Publication 408 and Publication 72M – Drawing No. RC-28M, as applicable, for crossings on roads owned by the Commonwealth unless otherwise approved by the appropriate Commonwealth delegated Engineer (i.e. District Grade Crossing Engineer), as well as the owner of the public road (municipality, PennDOT, etc.), Section 200 of this document, and, if applicable, manufacturer specifications (such as if using prefabricated concrete panels). Prior to any construction, all approvals shall be obtained. Approvals include, but are not limited to, municipality, PennDOT, and the Pennsylvania Public Utility Commission (PUC). Pedestrian and vehicular traffic shall be fully protected. Work shall not extend beyond railroad right-of-way. 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.

## **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: Workmanship shall comply with Section 200 of this document, 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

## Exhibit D

# Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023)

### 1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

### 2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

### 3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
  - ii. 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.
  - iii. 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 this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - v. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

#### 4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “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](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
  - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
  - 3. had any business license or professional license suspended or revoked;
  - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
  - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
  - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
  - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

## 5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means 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. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
  - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
  - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall 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 agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a 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.

## 6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## 7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

## 8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
  - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

## 9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

## 10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

## 11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.



## 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.

<b>A GRANTEE INFORMATION</b>		
Name:		
Mailing Address:		
Phone:	Fax:	Email Address:
Grant Year:	(check one)	RTAP <input type="checkbox"/> RFAP <input type="checkbox"/>
<b>B PROJECT DESCRIPTION</b>		
<b>C SITE LOCATION</b>		
County(ies):	Municipality(ies):	
Latitude:	Longitude:	
Site Size (in acres):	Earth Disturbance Activity (in acres):	
<b>D WATERSHED INFORMATION</b>		
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 <input type="checkbox"/> No <input type="checkbox"/>		
Exceptional value wetlands. . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Is the receiving water impaired? . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
6. Has a total maximum daily load been established for the receiving water? . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
7. Will the project involve any work in surface water? . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
8. Will the project involve any work above the surface water ordinary high water level? . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
9. Will the project involve placing any material in surface water? . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
10. Is the project site located within the 100-year floodplain? . . . . . Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>E PERMIT INFORMATION</b>		
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. . . . . <input type="checkbox"/>		
b. will be obtained for the project. . . . . <input type="checkbox"/>		
c. is not required for the project. . . . . <input type="checkbox"/>		
2. A Clean Water Act, Section 404 Permit: (check one)		
a. has been obtained for the project. . . . . <input type="checkbox"/>		
b. will be obtained for the project. . . . . <input type="checkbox"/>		
c. is not required for the project. . . . . <input type="checkbox"/>		
3. A water obstruction and encroachment (25 Pa. Code Ch. 105) permit: (check one)		
a. has been obtained for the project . . . . . <input type="checkbox"/>		
b. will be obtained for the project. . . . . <input type="checkbox"/>		
c. is not required for the project. . . . . <input type="checkbox"/>		
4. A flood plain management (25 Pa. Code Ch. 106) permit: (check one)		
a. has been obtained for the project. . . . . <input type="checkbox"/>		
b. will be obtained for the project. . . . . <input type="checkbox"/>		
c. is not required for the project. . . . . <input type="checkbox"/>		
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). . . . . <input type="checkbox"/>		
b. will be prepared for the project and submitted to PaDEP or the CCD. . . . . <input type="checkbox"/>		
c. has or will be prepared for the project but will not be submitted to PaDEP or the CCD. . . . . <input type="checkbox"/>		
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.		

<b>F</b>	<b>VERIFICATION AND SIGNATURE</b>
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*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: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

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.