

Bureau of Rail Freight, Ports and Waterways Project Management Policy

SECTION 1 – GENERAL

A. Applicability

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

B. Definitions

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

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

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

- **Loading/Unloading Equipment** – As used here, “loading/unloading equipment” refers to the installation of new, or to the rehabilitation of existing, fixed assets used solely for the purposes of loading/unloading rail freight rolling stock materials either to transload the material to other means of hauling/transport or to deliver the material for direct fabrication processes.
- **Other** – As used here, “other” shall refer to items which do not directly fall under the predetermined definitions listed here. Whether such items meet the overall goals and objectives of the Bureau’s rail freight grant programs shall be determined on an item-by-item basis.
- **Right-of-Way (acquisition)** – As used here, “Right-of-Way” defines what can be purchased in relation to railroad right-of-way under the RTAP program. The Bureau may allow up to 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 the nature of which falls between routine maintenance, such as tie replacement, and new track construction. Such work will be categorized as repair, minor construction, or a combination of the two and shall involve work to restore existing lines of railroad track, in their existing alignments, to minimum FRA Class I (minimum) track standards. This work is referred to as “accelerated maintenance” in the Rail Freight Preservation and Improvement Act (P.L. 584, No. 119).
- **Rail Grant Project** – As used here, “Rail Grant Project” indicates all said work described in the project specifications and in the executed grant agreement.

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

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises (DBEs), Small Business Enterprises (SBEs), and small business concerns to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PA UCP) in accordance with 49 CFR Part 26. A real-time directory which includes all currently certified DBEs in Pennsylvania can be found at www.paucp.com. 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 www.dotsbe.pa.gov. 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

Note: The Grantee shall include copies of Appendices 3 and 4 in the bid package.

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 and identifies the responsible Bureau staff (in parenthesis). **The grantee’s responsibilities are listed in bold type.** Once a candidate is selected, the typical steps are as follows:

1. Funding Offer Letter (CCA/dotGrants)
2. Develop Project Folder (Administrative Division)
3. **Complete and submit RFAP/RTAP Grantee Environmental Information Form (M-9)**
4. **Obtain and submit copies of permits (if required)**
5. **Submit Bid Package/Material RFQ for Bureau review ****
 1. **The following must be included in the bid package:**
 - i. **Invitation to bid with all necessary bid submission information**

- ii. Statement that the lowest responsive/responsible bidder is required to provide a valid VDMU (vendor ID) number and certificate of liability insurance (it is recommended that this information be included as part of the bid)
 - iii. Standard Agreement Provisions (Appendix 4) *
 - iv. PennDOT BRFPW Supplemental Conditions: Trackwork Construction (Appendix 3) *
 - v. Prevailing Wage Rates issued by the Pennsylvania Department of Labor and Industry (for contracted labor only) *
2. The following is **recommended** to be included in the bid package:
- i. Surety Bonds (Bid, Payment, Maintenance, Performance)
 - ii. Copies of permits
 - iii. Plans or Drawings
 - iv. Pre-bid meeting
 - v. Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Small Business Concern Involvement

* indicates information available on the PennDOT BRFPW website

** indicates hard-copy engineering drawings and specifications not submitted via dotGrants/CCA may be mailed to:

Pennsylvania Department of Transportation
 Bureau of Rail Freight, Ports and Waterways
 P.O. Box 3151
 Harrisburg, PA 17105-3151

- 6. Bid Package/Material RFQ review (Chief Railroad Engineer/Project Manager)
 - 1. Prepare and send comments to Grantee for required revisions
 - 2. **Address comments and resubmit Bid Package/Material RFQ**
- 7. Create Milestone Dates (CCA/dotGrants)
- 8. Prepare and Send Bid Package/Material RFQ approval letter (Project Manager)
- 9. **Submit request for approval of apparent low bidder.**
 - 1. The following must be included in the request:
 - i. Statement recommending the approval of the low bidder; should the Grantee reject the bid of the lowest bidder in favor of another bidder, the Grantee must provide compelling justification for this rejection.
 - ii. If low bid exceeds amount of grant request, a statement directly from the Grantee acknowledging and accepting responsibility for any overages beyond the amount of the Grant Request.
 - iii. VDMU (vendor ID) of low bidder
 - iv. Certificate of liability insurance of low bidder

- v. **Copy of printed advertisement**
- vi. **Copies of all bids**
- vii. **Tabulated summary of all bid results**

10. Bid(s) Review (Project Manager)
 1. Lowest responsible/responsive bidder information checked for compliance against advertised bid package
 2. A Contractor Responsibility Program (CRP) check shall be performed on all contractors/subcontractors and material vendors (Administrative Division)
 3. Develop Low Bid Approval Letter (in CCA/dotGrants)
 4. Develop Project Management Screen (in CCA/dotGrants)
 5. Notify Administrative Division that project is ready for agreement
11. Agreement (Administrative Division)
 1. Develop agreement attachments (w/Project Manager) (in CCA/dotGrants)
 2. Office of Chief Council review and signature
 3. Comptroller review
 4. Agreement sent to Grantee for signature
 5. LATS (Legal Agreement Tracking System) entry
 6. Legal agreement executed in CCA/dotGrants
 7. Grant awarded (Administrative Division)
12. **Electronically accept grant agreement in CCA/dotGrants**
13. Grant Adjustment Procedures (Project Manager)
 - a. **Grantee or hired consultant/engineer request for Grant Adjustment must be made in CCA/dotGrants.**
 - b. Review Grant Adjustment for compliance (Project Manager/Chief Railroad Engineer/Director)
 - c. Notify Grantee of approval/rejection (CCA/dotGrants)

B. Letter of non-prejudice

A letter of non-prejudice is a document that is required by the Department when the applicant desires to procure materials and/or begin construction activities prior to execution of a grant agreement. An applicant may make a request to the Bureau Director under the following conditions:

1. the request is made during and/or after the current application period;
2. the request is made during and/or prior to the execution of the grant agreement.

Refer to the Bureau Grant Program Policy for additional information.

C. Public Advertisement

Projects with a total project costs greater than \$200,000 shall be publicly advertised for two weeks in a newspaper of general circulation in the area of the project not less than two weeks prior to the bid opening. Should the Grantee require a mandatory pre-bid conference or have any other requirement where the Contractor/Material Supplier must take an action in order to bid, the two week advertisement period shall be prior to then and not prior to the bid opening.

The Grantee shall ensure the dates supplied allow time for review by the Chief Railroad Engineer/Railroad Manager when preparing the bid package/material RFQ. This time is typically three to four weeks. The Grantee shall also notify the Bureau 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 shall be competitively bid. Total project costs greater than \$200,000 shall be competitively bid and publicly advertised.
2. Grantee must obtain three or more bids (contractor/material) from Commonwealth Contractors with valid VDMU (PA Vendor ID).
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/Railroad shall re-advertise the Bureau approved bid package in accordance with the Bureau's competitive bidding requirements.

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

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

1. Grantee shall submit to the Bureau, for review, a cost estimate detailing all labor, material, and equipment costs necessary for the progression of the project.

2. Total material costs greater than \$5,000 shall be competitively bid. Total material costs greater than \$200,000 shall be competitively bid and publicly advertised.
3. Grantee/Railroad must obtain three or more bids for material costs from Commonwealth Contractors with valid VDMU (PA Vendor ID).
4. Material bids shall be publicly opened and read aloud at a date, time, and place designated in the invitation to bid. The Grantee/Railroad 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/Railroad shall re-advertise the Bureau approved RFQ in accordance with the Bureau's competitive bidding requirements.

F. Procurement of Construction Materials for Contractor Forces Projects

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

G. Construction

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

No construction activities or ordering of materials shall commence until after a low bid award approval (for project and/or materials) has been received from the Bureau in conjunction with an executed agreement or approved letter of non-prejudice.

Construction of all projects shall conform to the approved scope of work and specifications. All work shall conform to 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 above referenced policies, the Bureau relies on the Department's Bureau of Construction and Materials (BOCM) Publication 408.

H. Grant Adjustments

For RTAP/RFAP projects, the grantee/railroad may request a Grant Adjustment(s) only after the agreement has been executed. The scope of work and/or costs associated with a Grant Adjustment cannot exceed the approved state share amount (for an RFAP project) or the approved line item in the Capital Budget Act (for an RTAP project). The grantee/railroad must provide a written request listing the reason for such change. Grant Adjustments which

do not affect project cost, job creation, or car loadings shall be reviewed by the Chief Railroad Engineer; remaining Grant Adjustments shall be reviewed by the Bureau Director. All Grant Adjustments must be approved by the Bureau before being issued.

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

I. Reimbursements for Contractor Forces Projects

Reimbursement requests shall be limited to monthly submissions. Each request must include invoices from the approved 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 CCA/dotGrants; the only exception to this is if invoices exceed the file size limits of CCA/dotGrants (4MB) in which invoices may be mailed to:

Pennsylvania Department of Transportation
Bureau of Rail Freight, Ports and Waterways
P.O. Box 3151
Harrisburg, PA 17105-3151

All invoices must accurately agree with all work as described in the approved bid package and as indicated on attachments of the agreement. Invoices indicating items of work, materials, quantities, etc. not approved by the Bureau shall be rejected.

The Bureau will process the reimbursement request once the invoices are determined to be satisfactory. Once payment is received from the Commonwealth, the Grantee shall have seven calendar days to pay the Contractor 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 indicating, at a minimum, the amount paid and the date of payment. Failure to provide a timely proof of payment shall result in the Bureau suspending future reimbursement requests until the Bureau is satisfied that the Contractor has been paid.

J. Reimbursements for Grantee/Railroad Forces Projects

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

- a. Documentation indicating labor rates, hours, and dates worked for each employee on the project prepared/signed by Grantee designated financial officer.
- b. Material invoices for procured materials.
- 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.
- e. Rental invoices for rented equipment.

K. Retainage (Reimbursements with Retainage)

The retainage withheld in a project shall be between the Grantee and the Commonwealth. Reimbursement procedures require the Grantee to claim Contractor submitted invoice eligible costs (state plus local share). The required proof of payment shall reflect the claimed amount and the Grantee shall not withhold any retainage.

L. Single Reimbursement Projects (Single Reimbursement without Retainage)

The Bureau may elect to not withhold retainage provided all invoices and required proof of payment is submitted and approved after a completed and satisfactory inspection of work. This form of reimbursement requires the Grantee to schedule and satisfactorily complete an inspection of work prior to a request for reimbursement.

M. Final Inspection

The grantee/railroad 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/railroad (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 prior to the site visit. 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/railroad 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/railroad 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 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

PA County Conservation District Contacts

Adams Conservation District

670 Old Harrisburg Road
Suite 201
Gettysburg, PA 17325-3404
Phone: (717) 334-0636
Fax: (717) 337-0730

Allegheny Conservation District

400 N. Lexington St.
Pittsburgh, PA 15208
Phone: (412) 241-7645
Fax: (412) 242-6165

Armstrong Conservation District

124 Armsdale Rd., Suite B-2
Kittanning, PA 16201
Phone: (724) 548-3425
Fax: (724) 545-9012

Beaver Conservation District

156 Cowpath Rd.
Aliquippa, PA 15001
Phone: (724) 378-1701
Fax: (724) 857-1044

Bedford Conservation District

702 West Pitt Street
Fairlawn Court, Suite 4
Bedford, PA 15522
Phone: (814) 623-7900 ext. 4
or (814) 623-8099
Fax: (814) 623-0481

Berks Conservation District

1238 County Welfare Road
Suite 200
Leesport, PA 19533-0520
Phone: (610) 372-4657
Fax: (610) 478-7058

Blair Conservation District

1407 Blair Street
Hollidaysburg, PA 16648
Phone: (814) 696-0877 ext. 5
Fax: (814) 696-9981

Bradford Conservation District

RR#5, Box 5030C
Towanda, PA 18848
Phone: (570) 265-5539
Fax: (570) 265-7435

Bucks Conservation District

1456 Ferry Road
Suite 704
Doylestown, PA 18901
Phone: (215) 345-7577
Fax: (215) 345-7584

Butler Conservation District

122 McCune Drive
Butler, PA 16001-6501
Phone: (724) 284-5270
Fax: (724) 285-5515

Cambria Conservation District

401 Candlelight Drive
Suite 221
Ebensburg, PA 15931
Phone: (814) 472-2120
Fax: (814) 472-0686

Cameron Conservation District

20 East Fifth St.
Room 105
Emporium, PA 15834
Phone: (814) 486-2244 ext. 5
Fax: (814) 486-9392

Carbon Conservation District

5664 Interchange Road
Lehighton, PA 18235
Phone: (610) 377-4894 ext. 4
Fax: (610) 377-5549

Centre Conservation District

414 Holmes Ave., Suite 4
Bellefonte, PA 16823
Phone: (814) 355-6817
Fax: (814) 355-8696

Chester Conservation District

688 Unionville Rd.
Suite 200
Kennett Square, PA 19348
Phone: (610) 925-4920
Fax: (610) 925-4925

Clarion Conservation District

330 Main St., Rm. 9
Clarion, PA 16214
Phone: (814) 297-7813
Fax: (814) 226-7893

PA County Conservation District Contacts

Clearfield Conservation District

511 Spruce St., Suite 6
Clearfield, PA 16830
Phone: (814) 765-2629
Fax: (814) 765-1336

Clinton Conservation District

45 Cooperation Lane
Mill Hall, PA 17751
Phone: (570) 726-3798
Fax: (570) 726-7977

Columbia Conservation District

702 Sawmill Rd., Suite 204
Bloomsburg, PA 17815
Phone: (570) 784-1310
Fax: (570) 784-3247

Crawford Conservation District

21742 German Road
Meadville, PA 16335
Phone: (814) 763-5269
Fax: (814) 763-1585

Cumberland Conservation District

310 Allen Rd.; Ste 301
Carlisle, PA 17013
Phone: (717) 240-7812
Fax: (717) 240-7813

Dauphin Conservation District

1451 Peters Mountain Rd.
Dauphin, PA 17018
Phone: (717) 921-8100
Fax: (717) 921-8276

Delaware Conservation District

1521 N. Providence Rd.
Media, PA 19063
Phone: (610) 892-9484
Fax: (610) 892-9489

Elk Conservation District

300 Center Street
P.O. Box 448
Ridgeway, PA 15853
Phone: (814) 776-5373
Fax: (814) 776-5379

Erie Conservation District

1927 Wager Road
Erie, PA 16509
Phone: (814) 825-6403
Fax: (814) 825-6033

Fayette Conservation District

10 Nickman Plaza
Lemont Furnace, PA 15456
Phone: (724) 438-4497
Fax: (724) 437-2914

Forest Conservation District

526 Elm St., Box 4
Tionesta, PA 16353
Phone: (814) 755-3450
Fax: (814) 755-3960

Franklin Conservation District

185 Franklin Farm Lane
Chambersburg, PA 17202
Phone: (717) 264-5499
Fax: (717) 264-5482

Fulton Conservation District

216 N. Second St., Suite 15
McConnellsburg, PA 17233
Phone: (717) 485-3547
Fax: (717) 485-4423

Greene Conservation District

19 South Washington Street
Waynesburg, PA 15370
Phone: (724) 852-5278
Fax: (724) 852-5341

Huntingdon Conservation District

10605 Raystown Road, Suite A
Huntingdon PA 16652-9603
Phone: (814) 627-1627
Fax: (814) 627-6831

Indiana Conservation District

625 Kolter Dr., Suite 8
Indiana, PA 15701-3571
Phone: (724) 471-4751
Fax: (724) 289-1506

Jefferson Conservation District

1514 Route 28
Brookville, PA 15825
Phone: (814) 849-7463
Fax: (814) 849-0825

Juniata Conservation District

146 Stoney Creek Drive, Suite 4
Mifflintown, PA 17059
Phone: (717) 436-8953 ext. 5
Fax: (717) 436-9128

PA County Conservation District Contacts

Lackawanna Conservation District

1300 Old Plank Road
Mayfield, PA 18433
Phone: (570) 281-9495
Fax: (570) 281-9497

Lancaster Conservation District

1383 Arcadia Rd., Room 200
Lancaster, PA 17601-3149
Phone: (717) 299-5361
Fax: (717) 299-9459

Lawrence Conservation District

430 Court St.
New Castle, PA 16101
Phone: (724) 652-4512
Fax: (724) 657-2008

Lebanon Conservation District

2120 Cornwall Rd., Suite 5
Lebanon, PA 17042-9788
Phone: (717) 272-3908 ext. 4
Fax: (717) 272-5314

Lehigh Conservation District

4184 Dorney Park Rd.
Allentown, PA 18104-5728
Phone: (610) 391-9583
Fax: (610) 391-1131

Luzerne Conservation District

325 Smith Pond Road
Shavertown, PA 18708
Phone: (570) 674-7991
Fax: (570) 674-7989

Lycoming Conservation District

542 County Farm Rd.
Suite 202
Montoursville, PA 17754
Phone: (570) 433-3003
Fax: (570) 433-3907

McKean Conservation District

17137 Route 6
Smethport, PA 16749
Phone: (814) 887-4001
Fax: (814) 887-3234

Mercer Conservation District

753 Greenville Rd.
Mercer, PA 16137
Phone: (724) 662-2242
Fax: (724) 662-3905

Mifflin Conservation District

20 Windmill Hill, Suite 4
Burnham, PA 17009-1837
Phone: (717) 248-4695
Fax: (717) 248-6589

Monroe Conservation District

8050 Running Valley Rd.
Stroudsburg, PA 18360-0917
Phone: (570) 629-3060
Fax: (570) 629-3063

Montgomery Conservation District

143 Level Road
Collegeville, PA 19426-3313
Phone: (610) 489-4506
Fax: (610) 489-9795

Montour Conservation District

112 Woodbine Lane, Suite 2
Danville, PA 17821
Phone: (570) 271-1140
Fax: (570) 271-1327

Northampton Conservation District

14 Gracedale Ave. – Greystone Building
Gracedale Complex
Nazareth, PA 18064-9211
Phone: (610) 746-1971
Fax: (610) 746-1926

Northumberland Conservation District

441 Plum Creek Road
Sunbury, PA 17801
Phone: (570) 286-7114 ext. 4
Fax: (570) 988-4488

Perry Conservation District

P.O. Box 36
31 West Main Street
New Bloomfield, PA 17068
Phone: (717) 582-8988 ext. 4
Fax: (717) 582-3771

Philadelphia does not have a conservation district.

Pike Conservation District

556 Rt. 402, Suite 1
Hawley, PA 18428
Phone: (570) 226-8220
Fax: (570) 226-8222

PA County Conservation District Contacts

Potter Conservation District

107 Market Street
Coudersport, PA 16915
Phone: (814) 274-8411 ext. 4
Fax: (814) 274-0396

Schuylkill Conservation District

1206 Ag Center Drive
Pottsville, PA 17901
Phone: (570) 622-3742 ext. 5
Fax (570) 622-4009

Snyder Conservation District

10541 Route 522
Middleburg, PA 17842
Phone: (570) 837-3000
Fax: (570) 837-7300

Somerset Conservation District

6024 Glades Pike
Suite 103
Somerset, PA 15501
Phone: (814) 445-4652 ext. 5
Fax: (814) 445-2044

Sullivan Conservation District

9219 Route 487, Suite B
Dushore, PA 18614
Phone: (570) 928-7057
Fax: (570) 928-8258

Susquehanna Conservation District

88 Chenango Street
Montrose, PA 18801
Phone: (570) 278-4600 ext. 280
Fax: (570) 278-9268

Tioga Conservation District

50 Plaza Lane
Wellsboro, PA 16901
Phone: (570) 724-1801 ext. 5
Fax: (570) 724-6542

Union Conservation District

155 North 15th Street
Lewisburg, PA 17837
Phone: (570) 524-3860
Fax: (570) 524-3873

Venango Conservation District

1793 Cherrytree Road
Franklin, PA 16323
Phone: (814) 676-2832
Fax: (814) 676-2927

Warren Conservation District

210 North Dr., Suite E
Warren, PA 16365
Phone: (814) 726-1441
Fax: (814) 406-0005

Washington Conservation District

2800 North Main Street
Suite 105
Washington, PA 15301
Phone: (724) 705-7098
Fax: (724) 249-2519

Wayne Conservation District

648 Park Street
Honesdale, PA 18431
Phone: (570) 253-0930
Fax: (570) 253-9741

Westmoreland Conservation District

218 Donohoe Road
Greensburg, PA 15601
Phone: (724) 837-5271
Fax: (724) 837-4127

Wyoming Conservation District

1 Hollowcrest Complex
Tunkhannock, PA 18657
Phone: (570) 836-2589
Fax: (570) 836-6063

York Conservation District

118 Pleasant Acres Road
York, PA 17402
Phone: (717) 840-7430
Fax: (717) 755-0301

EXHIBIT B

**U.S. ARMY CORPS OF ENGINEERS DISTRICT OFFICES
AND
DEPARTMENT OF ENVIRONMENTAL PROTECTION REGIONAL OFFICES**

U.S. ARMY CORPS OF ENGINEERS DISTRICT OFFICES

Ohio River Basin Portions of Lake Erie and Genesee River Basins Located in PA	Susquehanna River Basin	Delaware River Basin
Pittsburgh District Corps of Engineers Regulatory Branch Federal Building, 20 th Floor 1000 Liberty Avenue Pittsburgh, PA 15222 Phone: 412-395-7155 Fax: 412-644-4211	Baltimore District Corps of Engineers Pennsylvania Field Office 1631 South Atherton Street, Suite 101 State College, PA 16801 Phone: 814-235-0570 Fax: 814-235-0576	Philadelphia District Corps of Engineers Regulatory Branch Wanamaker Building 100 Penn Square East Philadelphia, PA 19107 Phone: 215-656-6725 Phone: 215-656-6729 (to report violations) Fax: 215-656-6724

DEPARTMENT OF ENVIRONMENTAL PROTECTION REGIONAL OFFICES

General Permit Registrations associated with oil and gas activities -

The General Permit Registration form and other associated documents must be sent to the appropriate DEP Bureau of Oil and Gas Management, Surfaces Permitting Section, Regional Office listed below.

**Bureau of Oil and Gas Management
Surfaces Permitting Section**

County Responsibility

Northwest Regional Office

230 Chestnut Street
 Meadville, PA 16335
 (814) 332-6860

Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson,
 Lawrence, McKean, Mercer, Venango and Warren

Southwest Regional Office

400 Waterfront Drive
 Pittsburgh, PA 15222-4745
 (412) 442-4024

Allegheny, Armstrong, Beaver, Cambria, Fayette,
 Greene, Indiana, Somerset, Washington and
 Westmoreland

Eastern Regional Office

208 W. Third Street, Suite 101
 Williamsport, PA 17701
 (570) 974-2602

Adams, Bedford, Berks, Blair, Bradford, Bucks, Carbon,
 Cameron, Centre, Chester, Clearfield, Clinton, Columbia,
 Cumberland, Dauphin, Delaware, Franklin, Fulton,
 Huntingdon, Juniata, Lackawanna, Lancaster, Lebanon,
 Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montgomery,
 Montour, Northampton, Northumberland, Perry,
 Philadelphia, Pike, Potter, Schuylkill, Snyder, Sullivan,
 Susquehanna, Tioga, Union, Wayne, Wyoming and York

DEPARTMENT OF ENVIRONMENTAL PROTECTION REGIONAL OFFICES continued***General Permit Registrations not associated with oil and gas activities –***

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

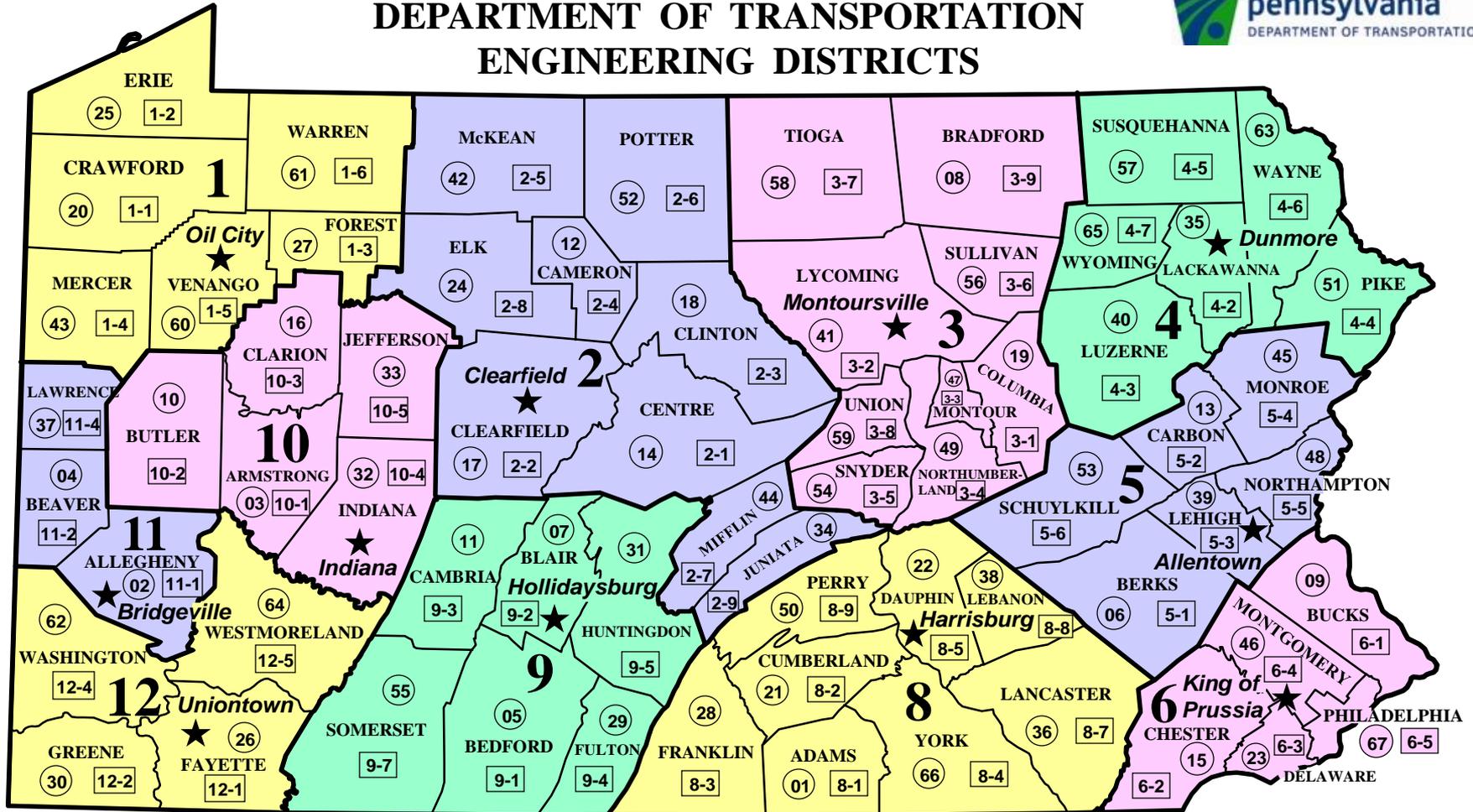
If the County Conservation District has not been delegated responsibility under the Chapter 105 program the General Permit Registration form and other associated documents must be sent to the appropriate DEP Permitting and Technical Service Section, Regional Office listed below.

Permitting and Technical Services Section	County Responsibility
Northwest Regional Office 230 Chestnut Street Meadville, PA 16335 (814) 332-6984	Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Venango and Warren
Southwest Regional Office 400 Waterfront Drive Pittsburgh, PA 15222-4745 (412) 442-4315	Allegheny, Armstrong, Beaver, Cambria, Fayette, Greene, Indiana, Somerset, Washington and Westmoreland
Northcentral Regional Office 208 W. Third Street, Suite 101 Williamsport, PA 17701 (570) 327-0529	Bradford, Cameron, Centre, Clearfield, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union
Southcentral Regional Office 909 Elmerton Avenue, Second Floor Harrisburg, PA 17110 (717) 705-4802	Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry and York
Northeast Regional Office 2 Public Square Wilkes-Barre, PA 18711-0790 (570) 826-2511	Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne and Wyoming
Southeast Regional Office 2 East Main Street Norristown, PA 19401 (484) 250-5970	Bucks, Chester, Delaware, Montgomery and Philadelphia

PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

ENGINEERING DISTRICTS



1-0 William G. Petit, P.E.
 (814) 678-7015
 255 Elm Street
 PO Box 398
 Oil City, PA 16301-0398

2-0 Karen L. Michael, P.E.
 (814) 765-0410
 70 PennDOT Drive
 Clearfield, PA 16830

3-0 Sandra Tosca, P.E.
 (570) 368-4200
 715 Jordan Avenue
 Montoursville, PA 17754

4-0 George Roberts, P.E.
 (570) 963-4010
 55 Keystone Industrial Park
 Dunmore, PA 18512

5-0 Michael W. Rebert, P.E.
 (610) 871-4113
 1002 Hamilton Street
 Allentown, PA 18101

6-0 Kenneth M. McClain
 (610) 205-6660
 7000 Geerdes Blvd.
 King of Prussia, PA 19406-1525

8-0 Michael C. Keiser, P.E.
 (717) 772-0778
 2140 Herr Street
 Harrisburg, PA 17103-1699

9-0 Thomas A. Prestash, P.E.
 (814) 696-7100
 1620 N. Juniata Street
 Hollidaysburg, PA 16648

10-0 Joseph P. Dubovi, III, P.E.
 (724) 357-2806
 2550 Oakland Avenue
 PO Box 429
 Indiana, PA 15701-0429

11-0 Cheryl L. Moon-Sirianni, P.E. (Acting)
 (412) 429-5001
 45 Thoms Run Road
 Bridgeville, PA 15017

12-0 Joseph J. Szczer, P.E.
 (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**

Formerly known as "Trackwork Inspection Criteria"

(Revised 05/2019)

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 work shall comply with Federal Railroad Administration (FRA) Class I standards (49 CFR Part 213).

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 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.

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 Owner 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 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

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. Boron and Copper Naphthenate treated wood ties may be requested to the Chief Railroad Engineer for review. Treatment reports will be provided if requested.

WORKMANSHIP: Ties shall be delivered clean and free of surface residue. Ties shall be stored at a location where any releases from the wood (i.e. weeping or bleeding) will not

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

SECTION 301: SWITCH TIES

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

MATERIAL: Switch ties will be oak and/or mixed hardwoods and conform to AREMA specifications. Switch ties will not be industrial grade, plant rejects, relays, or manufactured with a material other than wood unless written permission is received from the Chief Railroad Engineer. New switch ties will measure as specified in the AREMA Portfolio of Trackwork Plans. No more than 1" of wane will be allowed in the rail bearing area. 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 as described in Section 200 applies. The distance from the field side base of rail to the end of the switch tie will be in the range of 13" - 24" for both ends of the switch tie. Switch ties will be installed per AREMA specifications. Under no circumstances shall switch ties be interlaced, nor shall switch ties be placed off-center for the purpose of avoiding interlacing.

SECTION 302: BRIDGE TIES

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

MATERIAL: Bridge ties shall be made of wood and conform to AREMA specifications. Bridge ties will be new and properly treated unless otherwise approved by the Chief Railroad Engineer.

WORKMANSHIP: Workmanship in Section 300 applies, where applicable, and AREMA specifications. Bridge ties will be dapped (if applicable) and fitted to support the running rails at the proper grade and elevation across the entire length of the bridge. For securing the rail to the ties, workmanship shall be as described in 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: A minimum of six (6) inches of sub-ballast shall be placed below the ballast. Placement shall be in individual lifts not exceeding four (4) inches. Each lift shall be compacted until no movement of material exists beneath compaction equipment. All other workmanship shall be as described in AREMA specifications.

SECTION 401: BALLAST

DESCRIPTION: This work consists of 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: Ballast shall be placed a minimum of twelve (12) inches below the bottom of all ties, where practicable, but never less than six (6) inches, and within all void space between ties. All other workmanship shall be as described in the appropriate Section number of this document and all applicable AREMA specifications.

SECTION 500: RAISING, LINING, AND SURFACING

DESCRIPTION: This work consists of raising, lining and surfacing the track to specifications; installing ballast; spiking and tamping all ties; tightening of joints; and regulating ballast.

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

WORKMANSHIP: Adequate ballast for dressing to the proper cross section will be distributed in advance of raising. All joints in the work limits will be tightened prior to beginning the surfacing work. Workmanship shall be as described in the appropriate Section number of this

document and AREMA specifications. All spikes will be driven down with care taken not to overdrive. All ties will have a tight bearing against the base of the rail, all joints will be retightened, and ballast will be regulated and dressed after surfacing and lining have been completed (including the cleaning and inspection of switch points).

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 be as described in the appropriate Section number of this document and AREMA specifications. All cribs are to be filled with ballast and ties tamped up tightly to the base of rail. Down ties are to be plugged, respiked, and tamped up tightly to the base of rail. Work area will be properly dressed after completion of surfacing.

SECTION 600: RAIL

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

MATERIAL: Rail shall be new, relay (used/second-hand), or Industrial Quality (IQ) 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 4-3-17). 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). Documentation from the rail manufacturer must be provided to both the client and the Bureau indicating the reason for the Industrial Quality designation.

WORKMANSHIP: Workmanship shall be as described in the appropriate Section number of this document and AREMA specifications. Industrial Quality rail may not be used on a mainline and may only be used in yards or sidings both that do not carry hazardous materials (hazmat).

SECTION 601: JOINTED RAIL

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

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

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

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, workmanship shall be as described in the appropriate Section number, AREMA specifications, and FRA approved CWR Plan, as applicable.

SECTION 603: TURNOUT

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

MATERIALS: All materials shall comply with AREMA specifications.

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

SECTION 700: RAILROAD GRADE CROSSING OF A PUBLIC ROAD

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

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

WORKMANSHIP: 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 work shall comply with AREMA, owner of the public road (municipality, PennDOT, etc.), and manufacturer (if applicable, such as if using prefabricated concrete panels) specifications. 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. All workmanship shall be in accordance 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).

SECTION 701: RAILROAD GRADE CROSSING WITHIN PRIVATE PROPERTY

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

MATERIALS: All materials shall comply with AREMA specifications.

WORKMANSHIP: All work shall comply with AREMA and manufacturer (if applicable, such as when using prefabricated concrete panels) specifications. 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

Standard Agreement Provisions

(Agreement Exhibit C)

Offset Provision

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

Standard Agreement Provisions

(Agreement Exhibit D)

CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

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

e. "Financial Interest" means either:

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

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

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

Standard Agreement Provisions

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

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

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

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

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

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

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

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

Standard Agreement Provisions

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

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

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

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

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

Standard Agreement Provisions

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

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

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

Standard Agreement Provisions

(Agreement Exhibit E)

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

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

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

Standard Agreement Provisions

(Agreement Exhibit F)

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including

Standard Agreement Provisions

EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Standard Agreement Provisions

(Agreement Exhibit G)

Contractor Responsibility Provisions

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

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

Standard Agreement Provisions

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

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

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

APPENDIX 5

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

If the estimated costs of the contracted or subcontracted Project work or procurement of materials exceeds \$5,000.00, the Grantee must secure competitive bids as follows:

- 1) **Bid Specifications.** For contracted or subcontracted Project work, the Grantee shall develop written bid specifications. These specifications shall include, at a minimum, item descriptions, quantities, and units needed to perform the Project. The Grantee shall submit the specifications to the Department for review and comment. The Grantee agrees that it will not release the specifications to potential bidders without prior Department approval. The Department, at its option, may require the Grantee to hold a pre-bid conference.
- 2) **Procurement of Materials and Supplies.** For the procurement of materials and supplies for installation by the Grantee force account or a wholly owned company of the Grantee, the Grantee shall develop written bid specifications. These specifications shall include, at a minimum, item descriptions, quantities, and units needed to perform the Project work. These specifications shall be used either to solicit formal bids (see Subparagraph 3 below) or to solicit quotes for the materials and supplies to be acquired from at least three (3) qualified potential suppliers or vendors.
- 3) **Advertisement.** If total Project costs for the contracted work item(s)/materials are expected to exceed \$200,000, the Grantee shall publicly advertise the Project for two weeks in a newspaper of general circulation. At least one week prior to the bid opening, the Grantee shall notify the Department of the date and time of the bid opening.
- 4) **Revisions to Specifications.** If, following the release of the Department-approved specifications to potential bidders, the Grantee for any reason finds it necessary or desirable to make any revision to the specifications, the Grantee shall forward a copy to the Department for approval. The Grantee shall send such approved changes concurrently to all potential bidders who received the invitation to bid as an addendum. The Department reserves the right to reject any addendum.
- 5) **Opening of Bid Documents.** In the presence of witnesses, the Grantee shall open the bid documents received at the date, time, and place specified in the invitation to bid.
- 6) **Award.** For contracted or subcontracted work, the Grantee shall determine the lowest responsive bidder. The Grantee shall then forward a copy of all bids as received, 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, the Grantee shall 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) **Certification.** The Grantee must certify in writing, for itself and all its contractors, subcontractors and suppliers, that, as of the date of its award to any contractors, subcontractors or suppliers, neither the Grantee, nor any contractors, subcontractors, or suppliers are under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

State Prevailing Wage Rates. State prevailing wage rates are not required for Project work that is performed at cost by the personnel and with the facilities of the Grantee, or any of its wholly owned affiliates.

Prior to Commencement of Project. No Project may be commenced until the Grantee has obtained either an executed agreement or a letter of non-prejudice in conjunction with the Department's written approval to award the bid and/or procurement of materials.

Failure to follow the bid procedures as outlined in this document 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.
 - 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.
 - 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 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.

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 or via telephone at 717-787-5891.