

APPENDIX A

SAMPLE CONTRACT

SAMPLE

SAMPLE CONTRACT

THIS CONTRACT to continue development and implementation of the Strategic Environmental Management Program (SEMP) and to provide an effective means by which to successfully manage critical environmental issues for Strategic Environmental Management Program (SEMP) ("Contract") is entered into this _____ day of _____, 20__, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PENNDOT"), and _____ ("CONTRACTOR").

WITNESSETH:

WHEREAS, PENNDOT issued a Request For Proposals to continue development and implementation of the Strategic Environmental Management Program (SEMP) and to provide an effective means by which to successfully manage critical environmental issues for Strategic Environmental Management Program (SEMP), RFP No. 359R10 ("RFP"); and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP; and

WHEREAS, PENNDOT determined that CONTRACTOR's proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

WHEREAS, PENNDOT and CONTRACTOR have negotiated this Contract as their final and entire agreement in regard to continue development and implementation of the Strategic Environmental Management Program (SEMP) and to provide an effective means by which to successfully manage critical environmental issues.

NOW THEREFORE, intending to be legally bound hereby, PENNDOT and CONTRACTOR agree as follows:

1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT for continue development and implementation of the Strategic Environmental Management Program (SEMP) and to provide an effective means by which to successfully manage critical environmental issues, as more fully defined in the RFP, which is attached hereto as Exhibit "A" and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of 36 months following the date of the Notice to Proceed of this Contract by PENNDOT. PENNDOT'S Contracting Officer may renew the contract incrementally or in one step, for a period of up to 24 months by written notification provided to the Selected Offeror by the Issuing Office. PENNDOT's Contracting Officer may extend this contract incrementally or in one step, for a period of up to three (3) months, by written notification provided to CONTRACTOR by PENNDOT's Contracting Officer. This right to extend the Contract in no

way minimizes PENNDOT's right to the timely receipt of the project deliverables as specified in the RFP.

3. PENNDOT shall pay the CONTRACTOR during the existence of this Contract for work completed in accordance with the terms and conditions of the Contract, the maximum amount of XXXXXXXX DOLLARS AND XXXXX CENTS (\$_____) for the time period set forth in #2 above of this Contract.
4. PENNDOT and CONTRACTOR agree to be bound by the Special Contract Terms and Conditions, which are attached hereto as Exhibit "B" and made part of this Contract.
5. PENNDOT and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – STD-274, which is attached hereto as Exhibit "C" and made part of this Contract.
6. CONTRACTOR agrees to provide a strategy for Strategic Environmental Management Program (SEMP) as described in its Technical Submittal, which is attached hereto as Exhibit "D" and made part of this Contract, at the prices listed in its Cost Submittal, which is attached hereto as Exhibit "E" and made part of this Contract.
7. CONTRACTOR agrees to meet and maintain the commitments to disadvantaged businesses made in its Disadvantaged Business Submittal, if applicable.
8. This Contract is comprised of the following documents, which are listed in the order of precedence in the event of a conflict between these documents:
 - a. The Special Contract Terms and Conditions, Exhibit B.
 - b. The Standard Contract Terms and Conditions for Services – STD-274, Exhibit C.
 - c. The CONTRACTOR's Cost Submittal and any addenda, if applicable, Exhibit E.
 - d. The RFP and any addenda, including all referenced Appendices, Exhibit A.
 - e. The CONTRACTOR's Technical Submittal and any addenda, if applicable, Exhibit D.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CONTRACTOR:

BY _____
NAME DATE

BY _____
TITLE

If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign; if one of these officers is not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only a general partner may sign. If a Limited Liability Company ("LLC"), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority, or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
TITLE DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
For Chief Counsel DATE

BY _____
Deputy General Counsel DATE

BY _____
Deputy Attorney General DATE

RECORDED NO. _____
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
For Comptroller Operations DATE

APPENDIX B

SPECIAL CONTRACT TERMS AND CONDITIONS

SPECIAL CONTRACT TERMS AND CONDITIONS

I. WORK ORDER CONTRACT

PENNDOT reserves the right to procure covered goods and services under this contract through another source where PENNDOT concludes that it is in the Commonwealth's best interest to do so.

II. OWNERSHIP RIGHTS

A. Work Made For Hire

The CONTRACTOR and PENNDOT intend for this Contract to be a Work Made For Hire. CONTRACTOR hereby acknowledges that PENNDOT will be the considered the author of all copyrights created under the scope of work for this Contract.

B. Preexisting Materials Brought by Contractor to Project Tasks

Any concepts, know-how, techniques, documentation, data, modules, components, designs, utilities, interfaces, templates, subroutines, concepts, analyses, methods, algorithms, formulas, technical information, proprietary materials, data, software, methodologies or other intellectual property that CONTRACTOR brings to the projects and work assignments or has previously developed with or obtained from third parties shall remain the exclusive property of CONTRACTOR (CONTRACTOR Property).

C. Copyright Ownership: PENNDOT Ownership of Materials Developed as Part of Scope of Work for Project Tasks

All literary works, or original works of authorship developed under the course of providing work for PENNDOT shall be treated in accordance with the following general provisions:

1. PENNDOT Work Made for Hire

CONTRACTOR and PENNDOT agree that any and all original works of original authorship developed under this Contract [or individual Work Order] shall be considered a Work Made For Hire as that term is defined in Section 101 of Copyright Act of 1976, as amended (the Copyright Act), set forth in Title 17 of the United States Code. CONTRACTOR acknowledges that it has the requisite authorization to enter into this Work Made For Hire Agreement. All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, including application software programs, programming tools, computer documentation and other tangible materials authored and prepared by CONTRACTOR and specifically identified in the scope of work for the Agreement or the individual Work Order for the Project Tasks (collectively, the "Works") including Works developed by subcontractors shall be the sole and exclusive property of PENNDOT. PENNDOT shall be considered the author of

the Works and shall have the exclusive right to exercise all rights of copyright specified in the Copyright Act for the full term of the copyright. PENNDOT shall be entitled to register the copyright in and to the Works in its own name.

In the event that such Works do not fall within the specifically enumerated works that constitute works made for hire under the Copyright Act, CONTRACTOR agrees to transfer and assign to PENNDOT, and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, and other right, title and interest in and to such Works and any registrations and copyright applications, relating thereto, and any renewals and extensions thereof, as well as the right to all income and royalties, to PENNDOT. PENNDOT shall have all the exclusive rights accorded a holder of copyright under the United States copyright laws, including, but not limited to, the exclusive right to reproduce the Works in copies; the right to distribute copies by sale or other transfers; the right to digitally perform the work; the right to register all copyrights in its own name as author in the United States and in foreign countries; the right to prepare derivative works based upon the Works; the right to display the Works; the right to perform the Works publicly; as well as rights of attribution and integrity. Upon completion or termination of this Agreement [or Work Order], all working papers, files and other documentation shall immediately be delivered by CONTRACTOR to PENNDOT in the medium mutually agreed upon and in a form and content deemed satisfactory to PENNDOT. CONTRACTOR represents and warrants that the Works do not infringe on the copyrights, trademarks, patents, equitable interests or other proprietary interests of any kind that may be held by third parties. CONTRACTOR also certifies that the work produced for PENNDOT under this Contract shall be free of any claims of any nature.

2. **Contractor License**

Notwithstanding the foregoing, the CONTRACTOR and any subcontractors shall retain a royalty-free non-exclusive license to reproduce, publicly display, disseminate, and prepare derivative works based upon the Work, provided that such usage is subject to the limitations of the “News Releases” paragraph of the RFP. However, in no event, shall the license retained by CONTRACTOR result in rights greater in extent than those expressly provided in this Paragraph. In addition, PENNDOT reserves all rights not expressly set forth in this Paragraph. This license is also conditioned upon CONTRACTOR’s compliance with the provisions of the intellectual property laws of the United States. All copies, reproductions, and publications made pursuant to this license shall bear appropriate proprietary notices.

3. **Patent Ownership**

CONTRACTOR and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the “PATENTABLE ITEMS”) made by the CONTRACTOR during the performance of this Agreement. Notwithstanding the foregoing, PENNDOT is granted a non-

exclusive, non-transferable, royalty-free license to use or practice the PATENTABLE ITEMS. PENNDOT may disclose to third parties any such PATENTABLE ITEMS made by CONTRACTOR or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. PENNDOT understands that any third party disclosure will not confer any license to such PATENTABLE ITEMS.

III. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

Notwithstanding any other provision in this Contract to the contrary, provided PENNDOT has fully complied with its software security standards, if CONTRACTOR or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into PENNDOT and has failed to comply with PENNDOT software security standards and provided further that PENNDOT can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by CONTRACTOR or any of its employees, subcontractors or consultants, CONTRACTOR shall be liable for any damage to any data and/or software owned or licensed by PENNDOT in the event a computer virus or malicious mischievous or destructive programming is discovered to have originated from CONTRACTOR, its servants, agents, or employees. In addition, CONTRACTOR shall be liable for the damages incurred by PENNDOT including, but not limited to, the expenditure of COMMONWEALTH funds to eliminate or remove a computer virus or malicious mischievous or destructive programming that result from CONTRACTOR'S failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from CONTRACTOR, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, CONTRACTOR shall eliminate the virus, malicious, mischievous or destructive programming, restore PENNDOT'S software, and be liable to PENNDOT for any resulting damages. CONTRACTOR shall be responsible for reviewing COMMONWEALTH software security standards and complying with those standards.

PENNDOT may, at any time, audit, by a means deemed appropriate by PENNDOT, any computing devices being used by representatives of CONTRACTOR to provide services to PENNDOT for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to PENNDOT network until the proper installation have been made.

CONTRACTOR may use the anti-virus software used by PENNDOT to protect CONTRACTOR'S computing devices used in the course of providing services to PENNDOT. It is understood that CONTRACTOR may not install the software on any computing device not being used to provide services to PENNDOT, and that all copies of the software will be removed from all devices upon termination of this Contract.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain at its expense the following types of insurance issued by companies acceptable to PENNDOT and authorized to conduct such business under the laws of PENNDOT:

- a. Worker's compensation insurance for all of CONTRACTOR's employees and those of any subcontractor, engaged in work at the site of the project in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- b. Public liability and property damage insurance to protect PENNDOT, CONTRACTOR, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which may arise out of the services performed under this Contract, whether such performance be by CONTRACTOR, by any subcontractor, or anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than two hundred fifty thousand (\$250,000.00) dollars each person and one million (\$1,000,000.00) dollars each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name PENNDOT of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by PENNDOT, as an additional insured, against the insurance coverage in regard to work performed for PENNDOT.

APPENDIX C

**STANDARD CONTRACT TERMS AND
CONDITIONS**

http://www.dgsweb.state.pa.us/comod/CurrentForms/STD274_SAP.doc

APPENDIX D

**DOMESTIC WORKFORCE UTILIZATION
CERTIFICATION (07/24/09)**

SAMPLE

APPENDIX D
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION (07/24/09)

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a
_____ [place of incorporation] corporation or other legal entity, ("Contractor") located at

[address], having a Social Security or Federal Identification Number of _____, do hereby
certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [**or other purchasing agency**] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX F

PROPOSAL COVER SHEET

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, 5th FLOOR
HARRISBURG, PA 17120-0041**

RFP# 359R10 - STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP)

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX G

WORK ORDER REQUIREMENTS

WORK ORDER REQUIREMENTS

I. Work Order Limits:

1. The work defined within a Work Order must fall under one or more of the Tasks as noted in the RFP, Part IV, Work Statement, IV-4, Tasks.

II. Work Order Initiation:

1. A Work Order will be initiated by PennDOT's Project Manager by defining an observed need that can be addressed under the scope of work.
2. PennDOT's Project Manager will then discuss the required scope of work with the Contractor. The Contractor will provide a draft, unexecuted copy, of the Work Order to PennDOT's Project Manager.
3. All Work Orders will be negotiated.
4. Once the Work Order is established and accepted by PennDOT's Project Manager, the Work Order will be executed.

III. Work Order Format:

1. A Work Order shall contain an "authorization page".
2. The work to be completed through a Work Order shall be deliverable based and will establish payment benchmarks.
3. Work Orders shall clearly define the deliverable and a lump sum payment will be made upon completion and acceptance by PennDOT of the defined deliverable. Benchmarks will be identified during negotiation when a single Work Order provides for more than one (1) clearly defined benchmark. Each identified benchmark within a Work Order will be considered a separate deliverable with a lump sum payment made upon completion and acceptance by PennDOT of the identified benchmark.
4. The Work Order must specify deliverables, a cost for each deliverable, quantity of deliverables, and completion date for deliverables.
5. The Work Order must also incorporate progress reports, project management aids, meetings and other requirements as specified by PennDOT. The Contractor must provide a project time-line showing major activities and time allotted to these activities. The time frame of the work order must incorporate adequate review times as specified by PennDOT.
6. Costs must be itemized by key personnel and hourly rate (which includes all overhead costs, fixed fee, etc.). The hourly rate must be equal to or lower than those presented in the cost proposal. Also subcontractor and miscellaneous items must be itemized and

listed. All costs must be equal to or lower than those presented in the cost proposal, which has been incorporated and made part of this contract.

Note: Similar to the policy for reimbursing the cost of preparing proposals in response to a request for proposals, PennDOT will not reimburse the Contractor for any costs related to the preparation of Work Orders.

IV. Work Order Execution:

1. Upon agreement of the proposed Work Order between PennDOT's Project Manager and the Contractor's authorized representative, both parties will sign the Work Order Authorization Form. PennDOT's Project Manager will provide the signed Work Order and any supporting documentation to his/her Procurement section for processing. Execution by PennDOT shall consist of a fully executed Purchase Order referencing the approved Work Order and its supporting documentation.
2. No work is authorized to begin before a fully executed Purchase Order is provided to the Contractor. The fully executed Purchase Order will act as the formal Notice to Proceed. The Notice to Proceed beginning and end dates will be identified on the fully executed Purchase Order.

V. Work Order Modifications:

1. Changes in scope of work, cost, and/or time extension requests require a formal change order request. The change order request shall be a consecutively numbered Work Order Authorization Form sent by the Contractor to PennDOT's Project Manager describing the proposed change. Upon acceptance by PennDOT's Project Manager, the fully executed Purchase Order will be updated. PennDOT's Project Manager will provide a copy of the updated Purchase Order to the Contractor as the formal Notice to Proceed. No work is authorized to begin before an updated Purchase Order is provided to the Contractor.

VI. Substitution of Addition or Personnel:

1. Changes in personnel shall be done following the procedure as described in the RFP, Part IV, Work Statement, IV-3, Requirements before a Work Order will be executed.

VII. Work Order – Failure to Complete and Work Order Termination:

1. Refer to Appendix C, Standard Contract Terms and Conditions, of the RFP.

APPENDIX H

SAMPLE WORK ORDER AUTHORIZATION PAGE

WORK ORDER AUTHORIZATION PAGE

Contract No.: _____ Purchase Order No.: _____
Work Order No.: _____ Purchase Order Start Date: _____
Work Order Name: _____ Purchase Order End Date: _____

Effective on the date of the Notice to Proceed accompanied by a fully executed Purchase Order, the CONTRACTOR is authorized to conduct work as detailed in the attached scope of work.

The purpose of Work Order No. _____ is to _____
(state how much funding/time is provided and the general objective)

Changes in scope of work, cost, and/or time extension requests require a formal change order request. Refer to the Work Order Requirements, Paragraph 5, *Work Order Modifications* for instructions.

All terms and conditions of Contract No. _____ shall remain in full force and effect and shall take precedence over any attachments in the attached scope of work.

ATTEST:

CONTRACTOR:

Name Date

Title

COMMONWEALTH:

Project Manager Date

APPENDIX I

OS-501 CONFIRMATION OF SERVICES

The OS-501 Confirmation of Services for can be found at:

<ftp://ftp.dot.state.pa.us/public/PubsForms/Forms/OS-501.pdf>

APPENDIX J

SAMPLE PURCHASE ORDER



FULLY EXECUTED
Purchase Order No:
Original PO Effective Date:
PO Change Date:
PO Issue Date:

Your SAP Vendor #:

Please Deliver To:

Supplier Name/Address:

Please Bill To:
Commonwealth of Pennsylvania - PO Invoice
PO Box 69180
Harrisburg, Pennsylvania 17106

Supplier Phone Number:
Supplier Fax Number:

Purchasing Agent
Name:
Phone:
Fax:

Purchase Order Description:

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1							

Information:

Total Amount:
Currency: USD

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

APPENDIX K

GREEN PLAN POLICY

GREEN PLAN POLICY STATEMENT

As a direct result of our commitment to assuring adequate, safe and efficient intermodal transportation facilities and services at reasonable cost to the citizens of the Commonwealth of Pennsylvania, the Department of Transportation will play a leading role in the administration of environmental responsibility. The Department will demonstrate this leadership by committing to the following principles relative to the planning, design, construction, operation and maintenance of Pennsylvania's balanced intermodal transportation system:

Principle 1

Plan, design, build, operate and maintain a statewide transportation system that protects the environment, prevents pollution and uses resources efficiently.

Principle 2

Contribute to economic vitality and quality of life by applying sound environmental management practices which address the requirements of the public, users, carriers, industry and labor.

Principle 3

Comply with applicable environmental legislation and regulations.

Principle 4

Establish a program of review and continual improvement of environmental performance which accounts for technical and economic developments, scientific understanding, and significant environmental impacts.

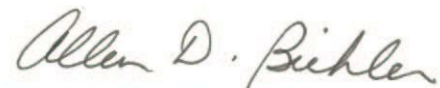
Principle 5

Establish relevant and measurable objectives which endeavor to improve environmental performance and provide the means to gauge progress.

Principle 6

Ensure employees understand these principles as well as their priority, and are furnished with the means to fulfill them.

These principles are essential elements for the management of the Department as we enter the 21st century. As part of a fully integrated environmental management system, these principles should be incorporated into the policies, programs and practices of all Department of Transportation organizations.



Allen D. Biehler, PE
Secretary of Transportation

APPENDIX L

SEMP FOCUS AREA/SIGNIFICANT ASPECT ACTIVITIES

EXHIBIT 2
PENNDOT MAINTENANCE UNIT SEMP
Focus Area/Significant Aspect Activities

(Based on evaluations and determinations from the Aspects and Impacts Analysis performed by PennDOT in accordance with Section 4.3.1 of ISO 14001:2004)

Following are the basic activities which shall be addressed within each Engineering District's maintenance unit SEMP focus area/significant aspect. Other focus areas or activities may be added, in accordance with Section 4.3.1 of ISO 14001, to accommodate needs/issues specific to a District.

Winter Services – controlling material usage associated with winter services performed by District maintenance employees.

- Using and calibrating spreading equipment,
- Setting material application rates, and
- Determining the material mix.

Stockpile and Garage Management – maintenance and operation of stockpile and garage facilities. Also includes Tunnel Maintenance (District 11-0) and the Cameron County Regional Repair Facility (District 2-0).

- Storing, handling, and, disposal of environmentally sensitive materials. These materials include:

Salt and other deicing materials,	Paint,	Used batteries,
Antiskid,	Herbicides and pesticides,	Used tires,
Brine,	Equipment fluids,	Used oil,
Asphalt,	Antifreeze,	Waste paint,
Oils,	Cold mix,	Spent equipment fluids,
Fuel,	Fill material,	Used oil filters,
Tar,	RAP (i.e. millings)	Empty containers.
- Storing and containing fuel in aboveground and underground storage tanks.
- Maintaining Combined Facility Response Plans (CFRPs) for emergency response.
- Controlling pollutant runoff from stockpiles and garages.
- Controlling wastewater discharges from stockpiles and garages.
- Controlling paint booth emissions, as applicable.

Highway Maintenance – Erosion and sedimentation (E&S) control, wetlands and waterways, and waste management during roadway maintenance activities (as described in PENNDOT's Highway Foreman Manual, Publication 113) performed by PennDOT maintenance employees.

Assembly #	Description
711-7112-01	Road - unpaved, shaping mechanized
711-7113-01	Road – unpaved, restabilization mechanized
711-7121-01	Road paved, manual patching, standard
711-7121-03	Road paved, manual patching, pipe trenches
711-7126-01	Road – paved, base/subbase repair, flexible base, light duty
711-7126-02	Road – paved, base/subbase repair, flexible base, heavy duty
711-7126-03	Road – paved, base/subbase repair, rigid base

**PENNDOT MAINTENANCE UNIT SEMP
Focus Area/Significant Aspect Activities**

Highway Maintenance (continued) – Erosion and sedimentation (E&S) control, wetlands and waterways, and waste management during roadway maintenance activities (as described in PENNDOT’s Highway Foreman Manual, Publication 113) performed by PennDOT maintenance employees.

711-7126-04	Road – paved, base/subbase repair, mechanized (widener)
711-7132-01	Road - paved, milling of bituminous surface, mechanized
711-7132-02	Road - paved, spot milling/heat scarifying of bituminous surface, mechanized
711-7136-01	Roadway pavement widening with BCBC
711-7137-01	Roadway – pavement widening with recycled material
711-7212-01	Shoulders – unpaved, grading, mechanized
711-7215-01	Shoulders – unpaved, belt loader, mechanized cutting
711-7215-02	Shoulders – unpaved, front end loader, mechanized cutting
711-7216-01	Shoulders – unpaved, upgrading, mechanized
711-7221-01	Shoulders – paved, manual patching, standard
711-7226-01	Shoulders – paved, base/subbase repair, light duty
711-7226-02	Shoulders – paved, base/subbase repair, heavy duty
711-7232-01	Shoulders – paved, milling bituminous surface, mechanized
711-7311-01	Drainage – cleaning, inlets and end walls, manual and mechanized
711-7311-02	Drainage – cleaning, inlets and end walls - clogged, manual and mechanized
711-7312-01	Drainage – cleaning, ditches and drainage channels, mechanized
711-7312-02	Drainage – cleaning, ditches and drainage channels, manual
711-7312-03	Drainage – cleaning, swales, mechanized
711-7314-01	Drainage – cleaning, pipe and culverts, mechanized
711-7321-01	Drainage – repair/replacement, inlets – end walls, manual
711-7324-01	Drainage – replacement/installation, pipes/culverts < 36” diameter, mechanized
711-7324-02	Drainage – replacement/installation, pipes/culverts ≥ 36” diameter, mechanized
711-7324-03	Drainage – replacement/installation, pipes parallel, mechanized
711-7328-01	Drainage – installation, subsurface drains (U-drain)
711-7331-01	Roadway section restoration, side dozing, mechanized
711-7341-01	Damage and/or disaster restoration – slides, flooding, washouts, or other roadway section restoration
711-7342-01	Damage and/or disaster restoration – structure damage

APPENDIX M

DEPARTMENT-WIDE ISO 14001 EMS GUIDELINES

**Pennsylvania Department of Transportation
Strategic Environmental Management Program**

Department-wide ISO 14001 EMS Guidelines	Document No. SEMP-EMS-1	Date Issued: 10/01/09	Page No: Page 1 of 11
	Approved by: K. Thornton <i>[Signature]</i> 10/1/09	Date Revised: NA	Revision No: 0

1. PURPOSE

This procedure provides guidance for the Pennsylvania Department of Transportation (PennDOT) organizational units (units) developing, implementing and maintaining an Environmental Management System (EMS) that conforms with the ISO 14001 Standard.

2. SCOPE

This procedure applies to units that are registered, seeking registration, or pursuing conformance to the ISO 14001 Standard. All PennDOT environmental activities, processes and programs comprise the department's Green Plan which is the Strategic Environmental Management Program (SEMP).

3. RESPONSIBILITY

The **Environmental Management Representative (EMR)** is a management employee within the unit who provides management, resources, and leadership to the unit's SEMP. PennDOT units seeking registration to or pursuing conformance with the ISO 14001 standard must have a management level decision-maker to serve as the EMR.

The **Environmental Management Facilitator (EMF) / Pollution Prevention Section (PPS)** provides management, resources, and leadership to all of the Deputate of Highway Administration unit's SEMP's. At the request of individual PennDOT units, PPS provides technical expertise, support, and guidance to SEMP Managers and EMRs for the maintenance and continual improvement of their unit's EMS. The direct responsibilities of PPS include maintenance of 4.2 Environmental Policy, 4.3.1 Environmental Aspects, 4.3.2 Legal and Other Requirements, and assisting the Districts in 4.5.2 Evaluation of Compliance.

The **SEMP Manager** is responsible for the day to day maintenance of the individual PennDOT unit's EMS, referred to as the SEMP. This person ensures that the PennDOT unit's SEMP conforms to the requirements set forth in this procedure.

4. REQUIRED ELEMENTS OF THE PROGRAM

A PennDOT unit seeking registration to or conformance with the current ISO 14001 Standard must meet all of the following requirements:

4.1 General Requirements

The PennDOT unit shall document, implement, maintain, and continually improve its EMS in accordance with all of the requirements of the current version of the Standard. The PennDOT unit must define and document the scope of its EMS.

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1. PURPOSE

This procedure provides guidance for the Pennsylvania Department of Transportation (PennDOT) organizational units (units) developing, implementing and maintaining an Environmental Management System (EMS) that conforms with the ISO 14001 Standard.

2. SCOPE

This procedure applies to units that are registered, seeking registration, or pursuing conformance to the ISO 14001 Standard. All PennDOT environmental activities, processes and programs comprise the department's Green Plan which is the Strategic Environmental Management Program (SEMP).

3. RESPONSIBILITY

The **Environmental Management Representative (EMR)** is a management employee within the unit who provides management, resources, and leadership to the unit's SEMP. PennDOT units seeking registration to or pursuing conformance with the ISO 14001 standard must have a management level decision-maker to serve as the EMR.

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4.2 Environmental Policy

The unit must subscribe to the PennDOT’s Green Plan Policy (GPP). The PPS will maintain the GPP periodically evaluating the policy to ensure that the GPP:

- a) is appropriate to the nature, scale and environmental impacts of PennDOT activities, products and services,
- b) includes a commitment to continual improvement and the prevention of pollution,
- c) includes a commitment to comply with applicable legal requirements and with other requirements to which PennDOT subscribes that relate to its environmental aspects,
- d) provides the framework for setting and reviewing environmental objectives and targets,
- e) is documented, implemented, and maintained,
- f) is communicated to all persons working for or on behalf of the organization, and
- g) is available to the public.

If the GPP does not fulfill these requirements appropriate changes shall be made to ensure conformance to the ISO 14001 standard. Upon any revision to the GPP, the policy will be reviewed and re-authorized by Pennsylvania’s Secretary of the Department of Transportation. The unit is responsible for ensuring that the policy is communicated to its staff, to persons working for or on behalf of the unit, and to interested parties. PPS will assist the units in this communication, as requested.

4.3 Planning

4.3.1 Environmental Aspects

PennDOT shall establish, implement and maintain a procedure(s)

- a) to identify those environmental aspects of its activities, products and services within the defined scope of each unit’s ISO conforming/registered EMS that the unit can control or influence, including any new activities when presented, and
- b) to determine which aspects have or can have significant impact(s) on the environment (i.e. significant environmental aspects).

An Environmental Aspects review shall periodically be conducted on a statewide leve. The PPS will coordinate the review and. the PennDOT units

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shall support this effort by providing personnel to assist in the review. The review process will include representatives forming an Environmental Management Review Panel (chaired by PPS) from all affected PennDOT units that are pursuing conformance or registration to the ISO 14001 Standard.

PPS shall document this information and keep it up to date.

Each PennDOT unit with an ISO conforming/registered EMS shall ensure that the significant environmental aspects are taken into account in establishing, implementing and maintaining its EMS.

4.3.2 Legal and Other Requirements

PPS shall establish, implement and maintain a procedure(s)

- a) to identify and make available the applicable legal requirements and other requirements to which PennDOT as a whole subscribes, that are related to its environmental aspects, and
- b) to determine how these requirements apply to its environmental aspects.

PPS shall ensure that legal and other requirements are distributed to PennDOT units that maintain an ISO conforming/registered EMS. These units shall ensure that the applicable requirements to which the department subscribes are taken into account in establishing, implementing and maintaining their EMS. PennDOT units shall also evaluate any additional legal and other requirements that are specific to their operational areas.

4.3.3 Objectives, Targets, and Programs

The PennDOT unit shall establish, implement and maintain documented environmental objectives and targets, at relevant unit functions and levels.

The objectives and targets shall be measurable, where practicable. The objectives and targets shall be consistent with GPP, including the policy's commitments to prevention of pollution, continual improvement in environmental performance, and compliance with applicable legal requirements and other requirements to which PennDOT subscribes

The PennDOT unit shall consider its legal and other requirements and its significant environmental aspects as part of the process of establishing and reviewing its objectives and targets. The unit shall also consider its best available work practices, its financial, operational and business requirements, and any input from interested parties.

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Each PennDOT unit shall establish, implement and maintain a program(s) for achieving its objectives and targets. The program(s) shall include:

- a) designation of responsibility for achieving objectives and targets at relevant functions and levels of that specific unit,
- b) the means and time-frame by which they are to be achieved, and
- c) the means to determine when objectives and targets are complete.

4.4 Implementation and Operation

4.4.1 Roles, Resources, Roles, Responsibility, and Authority

PennDOT unit top management shall ensure the availability of resources essential to establish, implement, maintain and improve the EMS. Resources include human resources and specialized skills, organizational infrastructure, technology and financial resources.

Roles, responsibilities and authorities shall be defined, documented and communicated in order to facilitate effective environmental management.

Each PennDOT unit's top management shall appoint a specific management representative(s) as their EMR who, irrespective of other responsibilities, shall have defined roles, responsibilities and authority for:

- a) ensuring that an EMS is established, implemented and maintained in accordance with the requirements of ISO 14001, and
- b) reporting to top management on the performance of the EMS for review, including recommendations for improvement.

The EMR may delegate some of these responsibilities to the unit SEMP Manager, but the EMR still retains the authority to ensure that the EMS is properly maintained, performance reported, and reviewed.

4.4.2 Competence, Training, and Awareness

The PennDOT unit shall ensure that any person(s) performing tasks for it or on its behalf that have the potential to cause a significant environmental impact(s) is (are) competent on the basis of appropriate education, training or experience, and shall retain associated records.

The PennDOT unit shall identify training needs associated with its environmental aspects and its EMS. It shall provide training or take other action to meet these needs, and shall retain associated records.

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The PennDOT unit shall establish, implement and maintain a procedure(s) to make persons working for or on its behalf aware of:

- a) the importance of conformity with the environmental policy and procedures and with the requirements of the EMS,
- b) the significant environmental aspects and related actual or potential impacts associated with their work, and the environmental benefits of improved personal performance,
- c) their roles and responsibilities in achieving conformity with the requirements of the EMS, and
- d) the potential consequences of departure from specified procedures.

4.4.3 Communication

With regard to its environmental aspects and EMS, each PennDOT unit shall establish, implement and maintain a procedure(s) for

- a) internal communications among the various levels and functions of its unit, and
- b) receiving, documenting and responding to relevant communication from external interested parties.

Each PennDOT unit shall decide whether to communicate externally about its significant environmental aspects, and shall document its decision. If the decision is to communicate, that unit shall establish and implement a method(s) for this external communication.

4.4.4 Documentation

PennDOT unit EMS documentation shall include, but is not limited to:

- a) the GPP,
- b) description of the scope of the EMS,
- c) description of the main elements of the EMS and their interaction, and reference to related documents,
- d) EMS objectives and targets as well as significant environmental aspects and impacts,
- e) documents, including records, required by the ISO 14001 standard, and
- f) documents, including records, determined by that unit to be necessary to ensure the effective planning, operation and control of processes that

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relate to its significant environmental aspects and other PennDOT publications that are identified as necessary to control unit-specific processes that may impact the environment.

4.4.5 Control of Documents

Documents required by the EMS and by the ISO 14001 standard shall be controlled. Records are a special type of document and shall be controlled in accordance with the requirements given in 4.5.4

The PennDOT unit will establish, implement and maintain a procedure(s) to:

- a) approve documents for adequacy prior to issue,
- b) review and update as necessary and re-approve documents,
- c) ensure identification of document changes and current revision status,
- d) ensure that current versions of relevant documents are available at the point of use,
- e) ensure that documents remain legible and readily identifiable,
- f) ensure that documents of external origin determined by that specific PennDOT unit to be necessary for the planning and operation of the EMS are identified and their distribution controlled, and
- g) prevent the unintended use of obsolete documents and apply suitable identification to them if they are retained for any purpose.

4.4.6 Operational Control

The PennDOT unit shall identify and plan the operations that are associated with their identified significant environmental aspects consistent with the GPP and with its objectives and targets. To ensure that the operations are carried out under specified conditions, the unit will control operations in the following manner:

- a) by establishing, implementing and maintaining a documented procedure(s) to control situations where their absence could lead to deviation from the environmental policy, objectives and targets, and/or the unit's legal and other requirements,
- b) by stipulating the operating criteria in the procedure(s), and
- c) by establishing, implementing and maintaining procedures related to the identified significant environmental aspects of goods and services used by the PennDOT unit and communicating applicable procedures and requirements to suppliers, including contractors.

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4.4.7 Emergency Preparedness and Response

The PennDOT unit shall establish, implement and maintain a procedure(s) to identify and respond to potential emergency situations and accidents in their operations that can have impact(s) on the environment.

The unit shall respond to actual emergency situations/accidents and prevent or mitigate associated adverse environmental impacts.

The unit shall periodically review and, where necessary, revise its emergency preparedness and response procedures. In particular, after the occurrence of an accident or emergency response, the unit will perform After Action Review (AAR) and revise procedures as necessary.

Each PennDOT unit shall periodically test such procedures, where practicable.

4.5 Checking

4.5.1 Monitoring and Measurement

Each PennDOT unit shall establish, implement and maintain a procedure(s) to monitor and measure the key characteristics of its operations that can have significant environmental impact on a regular basis. The procedure(s) shall include documenting performance monitoring, applicable operational controls and conformity to their environmental objectives and targets.

The PennDOT unit shall ensure that calibrated or verified monitoring and measurement equipment is used and maintained, where applicable to its operations, and shall retain calibration/verification records.

4.5.2 Evaluation of Compliance

4.5.2.1 Legal Requirements

The PPS and the PennDOT unit shall establish, implement and maintain a procedure(s) for periodically evaluating compliance with applicable legal requirements. The PennDOT unit shall also evaluate any additional legal requirements that apply specifically within their operational area.

PPS and the unit shall keep records of the periodic evaluation results.

4.5.2.2 Other Requirements to which the Organization Subscribes

The PPS shall evaluate compliance with other requirements to which PennDOT as a whole subscribes. The PennDOT unit shall evaluate any additional other requirements that apply specifically within their

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operational area. PennDOT may combine this evaluation with Section 4.5.2.1 legal compliance or may establish separate procedures.

PPS and the unit shall keep records of the periodic evaluation results.

4.5.3 Nonconformity, Corrective Action, and Preventative Action

The PennDOT unit shall establish, implement and maintain a procedure(s) for dealing with actual and potential nonconformity(ies) and for taking corrective action and preventative action. The procedure(s) shall define requirements for:

- a) identifying and correcting nonconformity(ies) and taking action(s) to mitigate their environmental impacts,
- b) investigating nonconformity(ies), determining their cause(s) and taking preventive actions in order to avoid their recurrence,
- c) evaluating the need for action(s) to prevent nonconformity(ies) and implementing appropriate actions designed to avoid their occurrence,
- d) recording the results of corrective action(s) and preventative action(s) taken, and
- e) reviewing the effectiveness of corrective action(s) and preventative action(s) taken.

Actions taken shall be timely and appropriate to the magnitude of the problem and the environmental impacts encountered. Following review of the effectiveness of the actions, the unit shall ensure that any necessary changes are made to its EMS documents.

4.5.4 Control of Records

The PennDOT unit shall establish and maintain records necessary to demonstrate conformity to the requirements of its EMS, of the ISO 14001 standard, and its EMS performance metrics.

The unit shall establish, implement and maintain a procedure(s) for the identification, storage, protection, retrieval, retention, and disposal of records.

Records shall be and remain legible, identifiable, and traceable. Records control shall be consistent with the Pennsylvania State Records Management Manual and associated directives.

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4.5.5 Internal Audit

The PennDOT unit shall ensure that internal audits of its EMS are conducted at planned intervals to:

- a) determine whether its EMS:
 - i. conforms to the unit's plans for environmental management including the requirements of the ISO 14001 standard,
 - ii. has been properly implemented and is maintained, and
- b) provide information on the results of internal audits to management.

The internal audit program shall be planned, established, implemented and maintained by the unit taking into consideration the environmental performance of the operation(s) concerned and previous audit results.

Audit procedures shall address:

- a) the responsibilities and requirements for planning and conducting audits, reporting results and retaining associated records, and
- b) the determination of audit criteria, scope, frequency and methods.

The unit must ensure that the selection of auditors and conduct of audits are objective and the impartial. To ensure that there is no conflict of interest, internal auditors will not perform audits on operations or unit elements for which they are responsible.

4.6 Management Review

Each PennDOT unit's top management shall review its EMS, at planned intervals, to ensure its continuing suitability, adequacy and effectiveness. Reviews shall include assessing opportunities for improvement and the need for changes to the EMS, including the GPP, environmental objectives and targets. Records of the management reviews shall be retained.

Input to the management reviews shall include, at a minimum:

- a) results of internal audits and evaluations of compliance with legal requirements and other requirements to which PennDOT subscribes,
- b) communication(s) from external interested parties, including complaints,
- c) the environmental performance of the specific PennDOT unit
- d) the extent to which objectives and targets have been met and/or completed,

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- e) status of corrective and preventative actions,
- f) follow-up actions from previous management reviews,
- g) changing circumstances, including developments in legal and other requirements related to its environmental aspects, and
- h) recommendations for improvement.

In addition, it is recommended that management review include:

- a.) trend analysis of corrective/preventive actions, and
- b.) results of emergency preparedness and response review specified in Section 4.4.7.

The outputs from management reviews shall include any decisions and actions related to possible changes to environmental policy, objectives, targets and other elements of the EMS, consistent with the commitment to continual improvement.

The PennDOT unit shall periodically report results of their management review to the PPS for inclusion in the PPS Annual SEMP report to PennDOT executive management.

6. DEFINITIONS

Definitions used in PennDOT's SEMP procedures are presented in SEMP Definitions, Document No. SEMP – Appendix A.

7. RECORDS

Records produced from this procedure are managed as though controlled under Clause 4.5.4 of the ISO 14001 Standard and in accordance with the Commonwealth of Pennsylvania State records management directives referenced.

8. DOCUMENT CONTROL

This procedure is controlled as a document of external origin.

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9. REFERENCES

ISO 14001, Section 4, Environmental Management System Requirements

SEMP Appendix A – Definitions

Commonwealth of Pennsylvania, Governor's Office, State Records Management Manual, Directive M210.7

Commonwealth of Pennsylvania, Governor's Office, Management Directive 210.5 Amended, Records Management

Commonwealth of Pennsylvania, Governor's Office, Management Directive 210.10, Electronic Records Management

10. CHANGE/REVISION HISTORY

New additions to this procedure are bracketed by asterisks (* ... *).

Version	Description of Change	Date	Approved By
0	New Procedure	10/01/09	K. Thornton

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0	New Procedure	10/01/09	K. Thornton <i>Kenneth Thornton</i>
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