

CHAPTER 15

WEIGHT RESTRICTIONS ON HIGHWAYS (POSTED HIGHWAYS)

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15.1 INTRODUCTION

Many of the Commonwealth's older secondary and rural highways were not designed to support the traffic currently in use and permitted by law; consequently, many of these highways have been posted at a lower weight limit. The Commonwealth requires the hauler exceeding the posted weight limit, not the general taxpayer, to be financially responsible for excess maintenance on the highways they use. In this way, the Commonwealth can maintain its highway system for simultaneous use by all vehicles including those that exceed the posted weight limit.

This chapter applies to the posting of weight restrictions by the [Department of Transportation](#) or by Local POSTING AUTHORITIES with respect to highways under their respective jurisdictions based on the structural condition of the highway as authorized in [Pa 75 C.S. § 4902 \(a\)](#) and [67 Pa Code, Chapter 189, Hauling in Excess of Posted Weight Limits](#) and [67 Pa Code, Chapter 190](#), Letter of Local Determination.

This chapter does not apply to restrictions based on traffic conditions (Safety Posting) as authorized under [75 Pa C.S. § 4902\(b\)](#) and [67 Pa Code, Chapter 193](#) of the Vehicle Code, nor to bridges posted independently of highways as authorized under [67 Pa Code, Chapter 191](#).

This chapter rescinds all policy and procedure letters, memoranda, and directives previously established.

All forms, publications, flow charts, check lists, and matrices referenced in this chapter may be found in the appendix or on the internet by selecting the hyperlink, or both.

SPECIAL HAULING PERMIT (APRAS)

All oversize/overweight permits shall be issued in accordance with [67 Pa Code, Chapter 179](#) and the instructions contained in the *Special Hauling Permit Manual*.

An APRAS permit to exceed the 80,000 pound legal load does not supersede the weight restriction of any posted highway or the requirement for entering into an [Excess Maintenance Agreement \(EMA\)](#). Every attempt shall be made to avoid weight restricted highways, if possible.

DEFINITIONS

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

ACT – [The Act of February 14, 2012, P.L. 87, No 13](#).

AT-RISK INDUSTRY SECTOR – Those industry sectors defined by the [Department of Labor and Industry](#) as having experienced a 20% or more decline in statewide employment between 2002 and 2011, and any additional industry sectors that the Department of Transportation determines, in consultation with the Department of Labor and Industry, to show evidence of economic decline. The term shall not include any industry which, after 18 months from the effective date of this Statement of Policy, the Department of Transportation determines, in consultation with the Department of Labor and Industry, no longer shows evidence of a 20% or more decline in statewide employment since 2002.

DEPARTMENT – the Department of Transportation of the Commonwealth of Pennsylvania.

DE MINIMIS OPERATIONS – the scale of hauling activity and nature of the business is not likely to cause damage to the route(s) based on the structural capacity of the route(s) and the availability and suitability of alternate routes in the region.

EMERGENCY VEHICLE – as provided by [75 Pa C.S. § 102](#), or other vehicle designated by the State Police under [75 Pa C.S. § 6106](#) (relating to designation of emergency vehicles by Pennsylvania State Police).

ENGINEERING AND TRAFFIC STUDY – an orderly examination or analysis of physical features and traffic conditions conducted in accordance with [PennDOT Publication 212](#), and conforming to generally accepted engineering standards and practices for the purpose of ascertaining the need or lack of need for a particular action by the POSTING AUTHORITY.

EXCESS MAINTENANCE – means maintenance or restoration or both that is in excess of normal maintenance (but not improvements beyond the state of repair existing at the date of the initial inspection) that is necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances because of the use of over-posted-weight-vehicles, and in accordance with the attached Exhibit “A.”

FREEZE/THAW PERIOD – defined as the calendar period between approximately February 15th and April 15th, during which times the temperature results in changes (weakening) to the structural strength of the road surface. Additional restrictions may be required by the **POSTING AUTHORITY** due to severe weather and other unforeseen circumstances.

HEAVY USER – defined as a hauler that has substantial risk for causing excess damage to the road(s) over which they are traversing as a direct result of the number of over-posted-weight-vehicle loads; 30 loads or greater per day (15 loads or greater per day during the freeze/thaw period) and/or 600 loads or greater per year.

INSPECTIONS AND ROADWAY CONDITION SURVEYS –

1. **INITIAL INSPECTION** - Upon full execution of the EMA and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the posted highway(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the USER will not be liable.
2. **INTERIM INSPECTION** – The **POSTING AUTHORITY** may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the USER may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided.
3. **FINAL INSPECTION** - A final inspection of the posted highway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the USER may be liable.
4. **ROADWAY CONDITION SURVEY** – The **POSTING AUTHORITY** may conduct frequent, but less detailed surveys of the roadway to determine overall condition and identify any

areas in need of repair. The survey will be performed when the type or volume of the hauling operation poses an increased risk of roadway damage or threat to public safety.

IMPROVEMENTS – upgrades beyond routine maintenance activities.

INDUSTRY SECTOR – A sector included in the [North American Industrial Classification System \(NAICS\)](#).

LOCAL TRAFFIC – local traffic is defined in 67 Pa. Code, Chapter 189.

MAY – indicates that an action is permitted but not required.

MAINTENANCE ORGANIZATION – refers to the PennDOT central, district, or county offices.

NORMAL MAINTENANCE – means the usual and typical activities necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances in the state of repair existing at the date of the initial inspection.

OVER-POSTED-WEIGHT-VEHICLE – a vehicle or combination having a gross weight in excess of a posted weight limit.

POSTING AUTHORITY – the Department of Transportation (PennDOT), as to State designated highways, all other state agencies and local authorities, as to streets/highways under their responsibility.

PREVENTATIVE MAINTENANCE – means maintenance and restoration or both (including betterment with USER’S consent) of a posted highway beyond and above excess maintenance.

REGULAR USER – defined as a hauler that has a moderate to low risk of causing damage to the road(s) over which they are traversing as a direct result of the number of over-posted-weight vehicle loads; less than 30 loads per day (less than 15 loads per day during the freeze/thaw period) and less than 600 loads per year.

SHALL – indicates that an action is required or mandatory.

SHOULD – indicates that an action is recommended but not required.

SUPPLEMENTAL – the application of adding or removing routes, bond amounts, Exhibit “A” updates and for a company name change, if their Federal ID number remains the same. Other modifications will require a new agreement. (Utilizes Form M-4902 APP “Application to Add or Remove Highway.”)

TRAFFIC ROUTE – is a highway which has been assigned an Interstate, United States or Pennsylvania route number, consisting of three or fewer digits, to aid motorists in their travels.

USER – a natural person, firm, partnership, association, corporation, or government entity that is responsible for the operation of over-posted-weight vehicles on posted highways.

UNCONVENTIONAL OIL AND GAS DEVELOPMENT – The activities associated with unconventional oil or gas well construction including site preparation and reclamation, drilling, completion, and pipeline construction on oil and gas gathering pipelines, not including transmission and distribution pipelines. The term shall be read consistently with “unconventional formation” and “unconventional gas well” as defined in the Act. The terms gathering, transmission, and distribution pipelines shall be read consistently with the definitions of those terms in the federal pipeline safety regulations of the [United States Department of Transportation Pipeline and Hazardous Materials Safety Administration at 49 CFR §192.3](#).

WINDSHIELD REVIEW – as a best management practice, the POSTING AUTHORITY should make a brief drive-thru of the highway(s) under agreement(s) with bonded USER(s) periodically or on a typical cycle (i.e. monthly, quarterly, seasonally, etc.). Safety and mobility are concerns when observing roadway conditions beyond normal maintenance. No written reports are required if the highway is not in need of repairs. If excess damages are identified, a roadway condition survey or interim inspection should be considered. Windshield reviews shall not be billed to the USER(s).

15.2 POSTING PROCEDURES

ENGINEERING AND TRAFFIC STUDY

The POSTING AUTHORITY may recommend the posting of a highway and is responsible for approving the posted weight restriction.

No highway shall be posted unless an Engineering and Traffic Study has been conducted and the documents are on file. Weight limits should be posted in 5-ton increments for uniformity.

CRITERIA FOR RESTRICTION

Traffic may be prohibited or restricted as deemed appropriate pursuant to an Engineering and Traffic Study. The criteria for an Engineering and Traffic Study are included in PennDOT Publication 212. The [TE-109 Form](#) is to be utilized for traffic and engineering studies establishing the weight restriction on highways.

SEASONAL POSTING

Seasonal postings may be utilized in cases where the Traffic and Engineering Study and engineering judgment indicates permanent postings may not be necessary. However, the final determination will be the responsibility of the POSTING AUTHORITY.

POSTING OF TRAFFIC ROUTES

The posting of traffic routes is discouraged. When a traffic route is posted, an alternate route should be established in accordance with Publication 212.

ORDINANCE REQUIRED BY LOCAL POSTING AUTHORITIES

Local POSTING AUTHORITIES in accordance with [75 Pa C.S. § 4901\(d\)](#) “Responsibility of Local Authorities” are required to adopt an ordinance prior to posting a weight restriction.

ADVANCE NOTICE OF POSTINGS

The POSTING AUTHORITY should publish an advance notice of the posting by press release to target general circulation in the county in which the highway is located. The notice should be published granting sufficient time to extend the USERS an opportunity to choose alternate routes or to obtain appropriate permits from the POSTING AUTHORITY. This notice should be published a minimum of five business days prior

to the effective date of the posting. Additionally, the POSTING AUTHORITY should contact any known USERS. If active hauling operations are causing deteriorations to the roadway, signing for posting the weight restrictions may be posted immediately without prior notice. Any published public notice should state the weight restriction and appropriate legal authority, either 75 Pa C.S. § 4902(a) or (b).

NOTIFICATION OF LAW ENFORCEMENT AGENCIES

In order to enhance state and local law enforcement agency(s) involvement, the POSTING AUTHORITY shall forward written notification of the items shown below to the appropriate Agency's Office or Headquarters.

1. Each new posting
2. At periodic intervals (no less than quarterly), a printout listing.
3. Local traffic that has been determined as likely to damage the highway and that is now required to enter into an EMA.

ENFORCEMENT OF POSTED WEIGHT LIMITS

The USER is responsible for the posted highway to determine if any over-posted-weight-vehicles are violating the posted weight limit. The POSTING AUTHORITY shall report possible violations to the appropriate law enforcement agency for enforcement.

CHECKLIST FOR POSTING (PROCESS FLOW CHART INCLUDED IN APPENDIX)

1. Anticipate influx of heavy hauling or observed roadway damage.
2. The POSTING AUTHORITY recommends a weight restriction.
3. Engineering and Traffic Study is conducted and documented using TE-109 Form.
4. Consideration given to seasonal posting.
5. POSTING AUTHORITY approves posting.
6. Local ordinance adopted.
7. Known USERS contacted concerning entering into an EMA or choosing an alternate route.

8. Public notice should be placed in press release.
9. Appropriate Law Enforcement Agencies notified.
10. Signs erected.

15.3 LOCAL TRAFFIC & LETTERS OF LOCAL DETERMINATION

SELF CERTIFICATION AS LOCAL TRAFFIC

Hauling activity, may be self certified as local traffic if it meets the definition of local traffic in 67 Pa. Code § 189.2 and meets the provisions of 67 Pa. Code §189.3(c). A Letter of Local Determination is not required for hauling activity which meets the requirements of the definition of local traffic. The Department may, at its discretion and upon review of a completed application, issue a Letter of Local Determination for hauling activities which meet the definition of local traffic.

REVOCAION OF LOCAL TRAFFIC STATUS

In the event a Department investigation (conducted via a documented inspection) determines that damages are a result of local traffic hauling activities the hauler may be required to cease hauling activity or enter into an EMA.

As described in 67 Pa. Code, Section 189.3(b), Local Traffic;

“Vehicles determined likely to damage highway. If the posting authority determines that one or more over-posted-weight vehicles are likely to damage the highway, the posting authority will so notify the registrants of the over-posted-weight vehicles or owners of the destination or destinations, or both, and will also notify State and local police. After 2 business days following delivery of the notice, or after 5 days following mailing of the notice, such over-posted-weight vehicles shall not exceed the posted weight limits except in accordance with the provisions of § 189.4 (relating to use under permit).”

The “Revoke Local Determination” letter shall be used to notify the hauler. A copy of the Inspection report must be attached.

LETTERS OF LOCAL DETERMINATION

Section 7 of the Act of February 14, 2012, P.L. 87, No. 13 required the Department to provide a methodology to issue Letters of Local Determination identifying particular vehicles, routes or uses as local in nature to provide exemption from the requirements of 67 Pa. Code, Chapter 189 (related to hauling in excess of posted weight limit). For the sake of clarity, note the exemption also applies to sections 15-4, 15.5, 15.6, 15.7, and 15.8 of this chapter (Publication 23, Chapter 15). The methodology is intentionally required by law to allow an exemption for at-risk industry sectors. However, the exemption only applies to the regulations of 67 Pa. Code, Chapter 189 (relating to hauling in excess of posted weight limit) and does not apply to:

1. Roads and bridges posted pursuant to 67 Pa. Code, Chapter 191 (relating to authorization to use bridges posted due to condition of bridge),
2. 67 Pa. Code, Chapter 193 (relating to authorization to use highways posted due to traffic conditions),
3. 67 Pa. Code, Chapter 179 (relating to Oversize and Overweight Loads and Vehicles).

On May 12, 2012, the PA Bulletin published 67 Pa. Code, Chapter 190 providing the Department's Statement of Policy for issuing Letters of Local Determination for hauling activities related to at-risk industry sectors and hauling activities not likely to cause damage (de minimis).

AT-RISK CRITERIA

As required by the Act, at-risk industry sectors are exempt from the requirements of 67 Pa Code, Chapter 189 and are eligible for a Letter of Local Determination. The Department of Labor and Industry has provided a list of at-risk industry sectors to the Department for use in this regard. A USER's hauling activity may be determined as at-risk based on the NAICS code and business activity of the company performing the hauling. Careful review and verification of the industry sector code shall be given to ensure the at-risk status is accurate and consistent with the available information at the time of approval. NAICS codes, based on an industry sector's primary business activity, can be identified at the United States Census Bureau website.

An at-risk Letter of Local Determination shall only be available on routes currently bonded by an

unconventional oil and gas development company(s). If a particular route is not bonded by an unconventional oil and gas company, the USER may apply for a de minimis Letter of Local Determination, a Type-1, -2, or -3 Permit or self certify. A completed application is required prior to issuance of a Letter of Local Determination.

DE MINIMIS CRITERIA

Hauling activity that cannot be self-certified, may qualify for a de minimis Letter of Local Determination if upon review of a completed application, the Department determines that the scale of hauling activity and nature of business is not likely to cause damage to the requested routes based upon the Department's review of the structural capacity and condition of the route, and suitability of alternate routes. De minimis Letters of Local Determination will only be considered for USERS who anticipate and request a limited number of moves by over-posted-weight vehicles.

To determine which routes are able to be authorized for a de minimis Letter of Local Determination, the existing pavement on each requested route must be reviewed to determine the minimum pavement structural number (SN) and corresponding remaining pavement life in terms of ESALS. An existing pavement SN is calculated and stored in RMS for each segment, or portion thereof, of all State Routes. The minimum SN throughout the route, or portion thereof, may be used to determine the remaining pavement life and available ESALS using AASHTO's DARWin software. The remaining pavement life is distributed over a 20 year period to determine the annual pavement life:

$$\text{Annual Pavement Life (ESALS)} = \frac{\text{Remaining Pavement Life (ESALS)}}{20 \text{ years}}$$

To determine the number of equivalent ESALS being requested by the USER on a particular SR, Table 7.1 from the Department's Pavement Policy Manual, [Publication 242](#), provides an ESAL conversion factor for each type of heavy truck. The number of loads must be multiplied by the ESAL factor (based on the type of truck) to determine the number of ESALS the hauling operation will incur for each route.

De minimis Letters of Local Determination may be issued on a particular SR up to a cumulative threshold of 60% of the SR's annual pavement life. To protect the integrity of the state route network, the Department may also utilize additional

evidences to determine the appropriate number of authorized loads/ESALS for each route as necessary. The Department may issue up to 10 loads/day per local letter. A chart of annual pavement life ESAL thresholds by SN is provided in the Appendix.

UNCONVENTIONAL OIL AND GAS

Hauling related to unconventional oil and gas **development** as defined in this chapter does not qualify for a Letter of Local Determination.

Hauling related to unconventional oil and gas industries may qualify for a Letter of Local Determination if, upon review a completed application, the Department determines:

1. The hauling is not related to unconventional oil and gas **development**; and
2. The scale of the hauling activity is not likely to cause damage to the route(s) as demonstrated by qualifying as a de minimis USER.

APPLICATION

Haulers may apply for a Letter of Local Determination by filling out M-4902-APPL, Application for Letter of Local Determination.

A completed application for a Letter of Local Determination shall contain the following information:

1. Type of business and industry sector code;
2. Type and weight of vehicle;
3. List of all roads (State Routes, by segments and offsets or intersecting roads) to be used on the hauling route;
4. Number and frequency of trips per day, week, and month;
5. Time of year and dates and duration of expected hauling;
6. Other evidence showing that the hauler is engaged in hauling for an at-risk industry for the duration of the hauling; and
7. Any other information the Department may require.

The Department will determine and acknowledge receipt of the application as

administratively complete if it contains the necessary information and documents. If the application is not administratively complete, it will be returned to the applicant with a written statement of what must be provided for administrative completeness. Returned applications will be deemed denied if not resubmitted to the Department within 15 calendar days. An administratively complete application is required prior to the issuance of a Letter of Local Determination.

In reviewing an application for a Letter of Local Determination, the Department may consider various factors, including but not limited to the following:

1. Protecting the integrity of the Commonwealth's highways;
2. Existing pavement strength, including the condition, thickness and age;
3. Existing average daily truck traffic;
4. Number and type of expected additional over-posted-weight vehicles;
5. Impact of the freeze-thaw cycle, including whether hauling activities are planned during the calendar period between approximately February 15th and April 15th, during which times the temperature results in changes (weakening) to the structural strength of the road surface; and
6. Total expected loading and historical roadway performance.

The Department will only evaluate the haulers proposed routes based on the available state route network. Weight restricted municipal routes will not be evaluated by the Department. If the hauler's proposed route includes any weight-restricted municipal route, the hauler must contact the proper local authority(s) for permission to utilize the subject route.

The application must be reviewed and returned to the applicant noting the comments and actions of the Department within 20 calendar days after the application is received as administratively complete. The Letter of Local Determination does NOT require an administrative (permit) fee, excess maintenance agreement, or security. All existing weight-restricted permits must be closed out in accordance with the EMA prior to authorization and issuance of a Letter of Local Determination.

Example:

Hauler A proposes to haul 3 tri-axle loads per day for 6 days per week over the next 12 weeks. The hauling takes place in July. The hauling is proposed on a section of posted highway with a minimum structural number of 3.1. Is this hauling operation eligible for a Letter of Local Determination? What is the equivalent ESAL value of the total hauling operation? Is this hauling operation under the 60% annual pavement life ESAL threshold allowed for the de minimis Letters of Local Determination?

Solution:

ESAL Factor for a tri-axle vehicle = 4.5

Equivalent ESAL value =

3 loads/day x 4.5 x 6 days/week x 12 weeks =

972 ESALs

From the chart in the Appendix, 60% of the annual remaining pavement life for SN = 3.1 is 33,000 ESALs.

972 ESALs is less than the 33,000 ESAL threshold.

Note: As long as the cumulative number of ESALs already authorized on this section of the route combined with the additional 972 ESALs is at or below the 60% threshold, this operation would be authorized under a Letter of Local Determination, pending the following factors: existing pavement condition, anticipated traffic volumes (new risks), historical roadway performance, and other available routes.

USE OF LETTERS OF LOCAL DETERMINATION

A separate Letter of Local Determination will be issued for the requested routes meeting the at-risk criteria and/or de minimis criteria. A single applicant/USER may qualify and receive both types of letters. A single Letter of Local Determination may only be issued for the individually authorized routes within a single County and may not be issued for an entire District. The Letter of Local Determination number (8 digits) shall be issued consistently with the direction provided in section 15.4 regarding Assignment of Permit Numbers.

The most current Letter of Local Determination, proof of ownership or authorized use of the

vehicle, evidence pursuant to the requirements of 67 Pa. Code § 189.3(c), and any additional documents required by the Department shall be carried in the vehicle at all times while traveling on the weight-restricted highways identified within the letter.

CONDITIONS OF THE LETTER OF LOCAL DETERMINATION

The scope of a Letter of Local Determination will be based on the vehicles, routes and uses identified in the application. The Department may restrict the operation of vehicles and hauling for which a Letter of Local Determination is issued by time of day, date, location or use. Such restrictions will be specified in the Letter of Local Determination. The term of a Letter of Local Determination shall be no longer than 12 months from the date of issuance. The following standard conditions shall appear on all Letters of Local Determination:

1. This determination may be terminated at any time by the Posting Authority in accordance with 67 Pa Code, § 189.3(b) (*Pertaining to vehicles determined likely to damage highway*) if it determines that damages are attributable to the USER's activities or for fraud or abuse. If damage occurs as a result of the USER's activities, the USER will be notified and required to enter into an EMA to continue hauling activities on the weight restricted highway(s) identified in this determination. The POSTING AUTHORITY will revoke or revise the local determination of an at-risk industry USER when a route (s) is no longer bonded by an unconventional oil and gas company. When a Letter of Local Determination is revoked in full or in part, the POSTING AUTHORITY will provide written notice to the USER and the Pennsylvania State Police indicating the nature and extent of the revocation, and all hauling activity identified on the revoked route(s) must cease within 10 calendar days of the date of notice. A revised Letter of Local Determination will be provided for the remaining authorized hauling activities. To continue hauling on the revoked routes, the necessary permit(s) will be required.
2. The USER may not exceed any maximum vehicle size or total gross vehicle weight limit that requires a permit under 67 Pa. Code, Chapter 179, any posted bridge weight

restriction that requires a permit under 67 Pa. Code, Chapter 191, any posted highway weight limit that requires a permit under 67 Pa. Code, Chapter 193, or any other posted restrictions whatsoever beyond what is specifically identified in this letter.

3. The original or a copy of this letter shall be carried in the vehicle at all times while travelling on the weight-restricted highways identified in this letter, along with a valid registration, lease or rental agreement(s) demonstrating the vehicle is owned/leased/rented as proof of authorized use. In addition, evidence required by 67 Pa Code § 189.3(c) (*Pertaining to proof of local traffic status*) shall be carried in the vehicle at all times. The following types of documents will constitute evidence that a vehicle is being operated in accordance with the terms of this letter:
 - A. A bill of lading, shipping order or similar document which shows a destination on the posted highway; or
 - B. Certification by the permittee or an official of a permittee company on the company letterhead describing the local traffic nature of the activity which the vehicle is engaged in.

USER(s) not carrying the required types of documents noted above may be subject to fines and penalties.

4. Hauling authorized by this letter shall be prohibited during the calendar period between February 15th and April 15th unless a modification is specifically requested by the USER and approved by the Department. Additional restrictions may be required by the Department due to the highway condition, thaw period, severe weather, or emergencies.

If additional restrictions or conditions are necessary, a note(s) shall be hand written and initialed under the last condition of the Letter in this regard.

ADD/DROP/EXPIRATION

If the USER desires to add a route to their Letter or if their letter has expired, a new application and review is required.

If a USER desires to remove or drop a route previously authorized by their letter or the route is no longer bonded by an unconventional oil and gas development company (at-risk Letters only), routes, or portions thereof, may need to be removed or dropped from the Letter of Local Determination. In this event, the Department may alter the application as requested or as necessary and issue a revised Letter with the same Letter number and expiration date accompanied by a copy of the revised application. The Letter effective date shall be altered to match the date of the new issuance.

REVOCATION OF A LETTER OF LOCAL DETERMINATION

If the Department determines that any over-posted-weight vehicle(s) or hauling activity for which a Letter of Local Determination has been issued is likely to or has caused damage to a posted highway, the Department may revoke the Letter of Local Determination in a manner consistent with the procedure provided in 67 Pa. Code § 189.3(b) (relating to vehicles determined likely to damage highway).

An at-risk Letter of Local Determination will be revoked if all bonding by unconventional oil and gas development company(s) terminates on any route(s) authorized by the Letter. Nothing however, shall prohibit the hauler from applying for a de minimis Letter of Local Determination. Any Hauler who has had a Letter of Local Determination revoked may apply for a permit pursuant to the provisions of 67 Pa. Code, Chapter 189.

15.4 AGREEMENT AND PERMIT TYPES

ALTERNATE ROUTE

If a reasonable alternate route conducive to the USER'S operation is available, the USER must use the proposed alternate. Appropriate permit application and security will apply. Reasonable alternate route is defined in 75 Pa C.S. § 4902(d).

Publication 212 provides further guidance on conducting an alternate route study ([Form TE-114](#)).

EXCESS MAINTENANCE AGREEMENT

Once the road is posted and a non-local traffic hauler wants to exceed the posted weight limit, they must enter into an M-4902-EMA Excess

Maintenance Agreement and obtain a permit in accordance with Title 67 Pa Code, Chapter 189. The POSTING AUTHORITY shall decide the type of permit.

- An agreement can be processed on a geographic basis (e.g. district, county or municipality)
- All permits are state route, County and/or local road specific.

A “Checklist for Entering an Excess Maintenance Agreement” is provided in the Appendix of this Chapter. The agreement requirements, and links to the provisions and clauses, are included on this checklist. Individuals processing these agreements are encouraged to utilize this form and make it a permanent part of the agreement file.

The process for PennDOT personnel shall be to compile the elements of the EMA as defined in this chapter. Only the original agreements, and all required exhibits, are to be forwarded to PennDOT’s Office of Chief Counsel for review and approval. The EMA Routing Sheet must be completed, attached and entered into the Legal Approval Tracking System (LATS).

TYPE 1 PERMIT

A Type 1 Permit authorizes use of a particular posted highway, or portion thereof, by an over-posted-weight vehicle belonging to the USER, and it is valid only when carried in the over-posted-weight vehicle(s).

TYPE 2 PERMIT

A Type 2 Permit authorizes use of a particular posted highway, or portion thereof, by an over-posted-weight vehicle, and it is valid only when conspicuously displayed at the USER’s place of business. An over-posted-weight vehicle’s bill of lading, shipping order or similar document (which shows the USER’s place of business as the destination or departure point) issued as proof that the vehicle is covered under the USER’s Type 2 Permit. This Permit is intended for a USER requiring pickups and/or deliveries by over-posted-weight vehicles and those vehicles are not under the USER’s control. Normally, the vehicles in question belong to (or are hauling under contract with) customers or suppliers of the USER and would include such businesses as quarries, power plants and manufacturing.

TYPE 3 PERMIT

A Type 3 Permit is valid only when carried in the over-posted-weight vehicle belonging to the USER. A Type 3 permit provides authorization for over-posted weight vehicle use of several *specified* posted highways, or portions thereof; however, a Type 3 permit is not issued providing blanket authorization to exceed posted weight restrictions throughout the county covered by the agreement.

A Type 3 permit should only be issued if it is determined there is minimum potential for damage to the posted highway(s) to be covered by the permit, because the USER anticipates a limited number of moves by over-posted-weight vehicles and short term use of the highway(s). The POSTING AUTHORITY shall enter into this type of agreement only when it determines this option is feasible.

USER’S RESPONSIBILITY WITH PERMIT

The USER is responsible for controlling its permit. The USER shall be allowed to make and distribute copies of its permit for vehicles owned/leased/rented to the USER.

RIGHT OF ENTRY AGREEMENT

A “[Right of Entry Agreement](#)” is required where the POSTING AUTHORITY and the USER agree to make improvements for either of the following situations:

- If the highway is currently posted with a weight restriction, the Right of Entry Agreement can be used to establish the structural capacity prior to executing an EMA, or;
- The POSTING AUTHORITY’s representative should propose to the USER(s) the possibility of utilizing a Right of Entry Agreement for rehabilitation of the structural capacity of the highway to that extent which would negate the need of a weight restriction and, therefore, negate the need for an EMA. There is, however, no guarantee that the highway will not be posted in the future if conditions warrant.

SUPPLEMENTALS

The USER can supplement their EMA with the POSTING AUTHORITY by using the “[Application to Add or Remove a Section of Highway](#),” provided in the Appendix. Supplements are to add

or subtract routes, adjust security amounts and/or type, modify the Maintenance Plan within Exhibit "A," and provide for updates of the USER's information. The Federal ID Number, for the agreement, cannot be changed. Other modifications will require a new agreement.

The "Application to Add or Remove a Section of Highway" is the letter amendment referred to in the EMA.

The POSTING AUTHORITY shall ensure the proper signature authorizations are in place. For the Department of Transportation Officials, Supplemental Agreement signature authority has been delegated to the District Executive. The District Executive may assign signature authority to the designee of their choosing.

The following steps are required to add or remove routes for all permit types:

1. Complete an "Application to Add or Remove a Section of Highway."
 - A. This document requires an original signature.
 - B. The USER may forward the application to the POSTING AUTHORITY electronically to initiate the process however; the USER must provide the original document as stated in (a) above prior to issuing a permit.
2. The POSTING AUTHORITY shall review the document for completeness, accuracy and to verify the surety amount covers the adjusted roadway mileage.
3. Questions concerning security or other documents should be forwarded to the appropriate legal counsel for review and advice.
4. Upon final approval of the agreement supplementation, an initial inspection shall be completed to add highways and/or a final inspection conducted to remove highways. (If multiple USERS are present, all USERS may be invited to participate in the inspection.)
5. Department of Transportation Officials only - Maintain the information in RMS
6. Provide an [M-4902-APR](#) "Approval Letter" to the USER.
7. Issue new M-4902-A "Authorization to Exceed the Posted Weight Limit" (Permit).

COOPERATIVE/CONTRIBUTION AGREEMENTS

The Cooperative Agreement allows the POSTING AUTHORITY to provide materials to a project being designed, bid and awarded by a private entity with private funds. The Cooperative Agreement includes additional clauses to allow the POSTING AUTHORITY to provide any range of materials to a project, to either expand the scope of a project (e.g., replace aging pipes), or utilize excess POSTING AUTHORITY materials within the existing scope of project. The recycling of existing materials within the project limits alone does not trigger the need for a Cooperative Agreement, but these materials are the POSTING AUTHORITY's property and the reuse of these materials must be approved by the POSTING AUTHORITY. POSTING AUTHORITIES are encouraged to work with private entities who are engaged in highway improvements, as partnering can be of mutual benefit in providing the best long term maintenance and cost savings to the POSTING AUTHORITY.

When using a Cooperative Agreement, several issues need to be dealt with:

1. If Commonwealth money or materials will be contributed, the entire project will be considered a "public work" project under the Prevailing Wage Act and the private entity will have to pay Prevailing Wages. The Prevailing Wage Act applies to any construction project where the total project amount exceeds \$25,000, even if the POSTING AUTHORITY's contribution is only a small amount. Contract provisions relating to Prevailing Wage compliance must be included in the contract as an exhibit.
2. In order to satisfy the legal requirements of competitive bidding, a sole source approval will need to be requested by the District and approved by Central Office before the private entity can be selected to perform the work.
3. The POSTING AUTHORITY will have set participation levels for minority business enterprises (MBE) and women business enterprises (WBE) and ensure compliance. New provisions for meeting MBE/WBE requirements are attached and will also be included in the contract as an exhibit.

To track costs associated with a Cooperative Agreement: District fiscal staff shall establish a WBS element. An example of a correct WBS element (together with a table of the individual codes) is attached for reference.

Following the creation of the WBS element, the District Plant Maintenance Manager shall establish an RI notification and non-standard Plant Maintenance work order (type PMH2). The WBS element shall be used when creating the settlement rule for the work order. Additionally, the assembly on the work order shall always be "611980801" (support services by maintenance forces).

Should the material be an inventoried item, the inventoried material shall be issued to the work order to remove it from inventory. In addition, if a non-inventoried material (e.g., box culvert, etc.) is being provided, then the work order number shall be included on the account assignment tab of the purchase order. Furthermore, the work order shall capture the personnel and equipment expenditures for delivering the material(s) to the site.

In the situation where the Department agreed to provide construction inspection services; the construction inspector would charge the WBS element and applicable internal order (a.k.a cost function) on their timesheet. Furthermore, the construction inspector shall also ensure form M-805 (Record of Equipment Operation) is completed using the WBS element and applicable internal order to account for the travel expenses to and from the site.

The Contribution Agreement allows a private entity to contribute funds directly to a POSTING AUTHORITY project. The contributed funds can be used to enhance an already scheduled POST AUTHORITY project, which will be designed, bid and awarded by the POSTING AUTHORITY in accordance with applicable POSTING AUTHORITY procedures.

The agreement allows for either a percentage or a flat amount. It is preferable to obtain a flat amount in lieu of a percentage, if possible.

To track costs associated with a Contribution Agreement: District fiscal staff shall establish a WBS element. An example of a correct WBS element (together with a table of the individual codes) for a state project with no federal aid is attached for your reference. It is possible that

some projects may involve federal aid. In such cases, the amount of 3rd party contributions shall be excluded from what the Department bills the federal government. In this situation, Districts shall process all project transactions using the established federal aid WBS element. When the project is completed, District fiscal staff shall process an accounting adjustment (FV50), transferring costs equal to the amount of the contributions to "non-participating" on the WBS element. This will trigger an automatic payback of the federal funds or resolve any/most accrued unbilled costs, if the federal aid agreement was insufficient.

For budgetary purposes, we want to recognize the contribution as an augmentation, so the reimbursements are considered revenue. Per paragraph 6 of the agreement, District fiscal staff shall prepare an invoice (FB70) and submit it to the corporation for their agreed to share of the costs. When generating the invoice, use revenue code 4435293 (highway maintenance contributions) and also make sure the county cost center and fund is on the receivable document in SAP; this will ensure the reimbursement is credited to the county when it is received.

ASSIGNMENT AGREEMENT

Periodically it will become necessary to change the USER's name on a particular agreement or multiple agreements. This is to be accomplished utilizing an [Assignment Agreement, Form M-4902-AA](#). Multiple agreements can be assigned on one Assignment Agreement.

1. The Assignment Agreement is sent to the USER for original signatures.
2. The Completed Assignment Agreement letter is used to notify the USER the Assignment Agreement is completed.
3. Use the Routing Sheet designated for the EMA and check the Assignment Agreement box at the top of form. Assign new a agreement number, and DO NOT use alpha characters.
4. Assignment Agreements are to be entered into LATS for tracking purposes.
5. An Assignment Agreement Checklist has also been provided. The POSTING AUTHORITY is encouraged to utilize this checklist and make it a permanent part of the agreement file.

15.5 AGREEMENT AND PERMIT NUMBERING SYSTEM

The following procedure shall be used by Department of Transportation Officials and may be adopted by Local POSTING AUTHORITIES.

ASSIGNMENT OF AGREEMENT NUMBER

The agreement number is a six digit number (XXYYYY) where, the first and second (XX) are reserved for the legislative county code (i.e., 17 for Clearfield County, 32 for Indiana County, etc.). The third through sixth positions (YYYY) are reserved for a number assigned by the POSTING AUTHORITY (i.e., 0001 for the first EMA for that particular county, 0002 for the second EMA, etc.). A search in LATS is required to ensure the agreement number you wish to assign is not in use.

For the purposes of data entry in RMS, a two digit legislative designation number has been assigned for district-wide use as follows.

District 1-0 = 71	District 2-0 = 72
District 3-0 = 73	District 4-0 = 74
District 5-0 = 75	District 6-0 = 76
District 8-0 = 78	District 9-0 = 79
District 10-0 = 80	District 11-0 = 81
District 12-0 = 82	

ASSIGNMENT OF PERMIT NUMBERS

The permit number is an eight digit number (XXYYYYYY) where, the first and second positions (XX) are reserved for the legislative county code (i.e., 17 for Clearfield County, 32 for Indiana County, etc.). The third through eighth positions (YYYYYY) is reserved for number assigned by the POSTING AUTHORITY (i.e., 000001 through 999999).

- A permit number can be reused immediately upon termination of the original permit.
- The existing RMS Permit record must be deleted before the system will accept the re-use of a permit number.

AUTHORIZATION

Immediately after the EMA has been fully executed and the initial inspection completed, the POSTING AUTHORITY may forward a Permit, Form M-4902A, Authorization to Exceed Posted Highway Weight Restrictions, to the USER for its signature and distribution.

AGREEMENT RETENTION

The POSTING AUTHORITY shall maintain each original EMA, and all support documents, during the time it is active and for an additional three years after the agreement is terminated. This retention requirement is for the legal documents only. The retention requirement does not apply to the RMS Sub-System data entry.

MULTIPLE USERS

In those cases where multiple USERS exist, the POSTING AUTHORITY should first suggest to the USERS they attempt to reach an understanding among themselves as to the responsibility of cost sharing for each USER. Each individual USER is required to execute a separate EMA and if cost sharing is agreed upon in advance, it can be noted in an agreement with the POSTING AUTHORITY. Multiple USERS should be aware of the need to keep track of their tonnage hauled, vehicle types, load counts and dates of hauling.

In instances where excess maintenance damage occurs and has not been properly addressed, the POSTING AUTHORITY will contact the USERS to notify them of their obligations to fulfill their EMA and address the damages. If multiple USERS are present and responsibility of cost sharing is documented in an agreement with the POSTING AUTHORITY, the POSTING AUTHORITY will adhere to that agreement. If the responsibility of cost sharing is not documented, the POSTING AUTHORITY will notify each USER and request the USERS determine the responsibility amongst themselves. The POSTING AUTHORITY should propose the use of traffic volumes as a reasonable basis to share costs among USERS.

The POSTING AUTHORITY shall allow the USERS to determine the percentages of responsibilities themselves. It is advisable not to be present during this phase of negotiations. During the course of negotiations, one or more of the USERS may propose alternatives to traffic volumes. If this situation occurs, the POSTING AUTHORITY shall clearly state the POSTING

AUTHORITY does not oppose workable alternatives and is concerned only with the protection of highway facilities.

In the event that the USERS cannot reach an understanding on the assignment of responsibilities among themselves the POSTING AUTHORITY shall assess each USER in direct proportion to their percentage of the total traffic generated under agreement. If any EMA permit(s) are suspended because of excess maintenance damage and/or delinquent invoices, only the USERS who fulfill their obligations to the POSTING AUTHORITY will have their permit reinstated to continue operations.

Whenever one of the multiple USERS requests to terminate their participation in the co-bonded portion of the roadway, or an additional USER executing an agreement is added to the roadway; a roadway inspection must be performed to assess the total excess maintenance damage incurred to that point since the last inspection. Under Option A, all USERS are then billed for their appropriate share of the total damage costs; at that point, all damages and hauling figures are effectively reset to zero. Under Option B, to properly finalize the documented damages, the USER(s) would be required to repair the excess damages prior to being released from its contractual obligations. As a result, the POSTING AUTHORITY may require the immediate repair of damages before releasing a USER(s) or permitting additional USERS access to the roadway.

ENFORCEMENT OF EXCESS MAINTENANCE AGREEMENTS

As a best management practice, the POSTING AUTHORITY should make periodic "windshield" reviews of the highway(s) under agreement. If a roadway is experiencing heavy use, a roadway condition survey is completed in order to determine if the highway is showing signs of deterioration and if maintenance or restoration of the highway has been performed. No written inspection reports are required for windshield reviews if repairs are not needed.

If maintenance Option "A" is selected it will be the responsibility of the POSTING AUTHORITY to repair excess damage and invoice the USER(s) for all costs associated with the repairs in accordance with the EMA.

If maintenance Option "B" is selected the following procedures apply:

If the highway is deteriorating and maintenance or restoration work has not begun in accordance with the EMA, the POSTING AUTHORITY shall notify the USER in writing of its contractual obligations. (Letter 1 - "[Five Day Notification of Repair](#)")

When the USER or its contractor does not begin maintenance or restoration within five business days of written notification, the POSTING AUTHORITY may at its discretion invoke the remedies as stated in the EMA. (Letter 3 - "[Excess Damage – Permit Suspension](#)")

The USER must complete the roadway repair and/or reimburse the POSTING AUTHORITY before the permits are reinstated. (Letter 6 - "[Permit Reinstatement](#)") The POSTING AUTHORITY should notify the appropriate law enforcement agency of the suspension until the USER satisfactorily fulfills its obligations.

The following considerations should be included (but not limited to) in evaluating a reinstatement of a suspended permit.

1. Have all concerns regarding motorist safety been addressed?
2. Will the presence of permitted vehicles negatively impact safety?
3. Have all repairs initially identified as safety concerns, been satisfactorily completed?
4. If temporary repairs were made, has a schedule for permanent repairs been established?
5. Have repairs sufficiently improved the structural capacity of the roadway to support heavy loads for an extended period?

The POSTING AUTHORITY, at their discretion, have the authority to withhold reinstating permits until the roadway improvements can be completed to eliminate any of the above concerns. This may involve waiting for permanent repairs to be completed, or waiting for weather conditions to improve to minimize any concerns. The roadway may also be closed to all traffic, or to all truck traffic, if the POSTING AUTHORITY determines this is necessary, until repairs are made. A flow chart has been attached to help with the decision making process.

Restoration of the roadway to the pre-bonded condition (the condition at the time of the initial inspection) is only necessary when the permit is set to expire, or a request to close is received. The POSTING AUTHORITY may allow minor deterioration to exist when reinstating the permit. All damage repairs must be completed when a permit is closed out. Restoration to the pre-bonded condition does not necessarily require the POSTING AUTHORITY to reinstate the permit if imminent damage is expected when over-posted weight hauling is reinstated.

If roadway conditions require suspension of a permit the suspension will apply to all haulers with existing permits. No additional permits may be issued for use on a section of roadway that is currently under suspension due to roadway conditions until adequate repairs are made.

If the USER is unable to maintain or repair the highway and the damages have exceeded 75% of the original security, the POSTING AUTHORITY may request additional security from the USER based upon the repair estimates in addition to the original security/bond. The additional security should be returned to the USER when the repairs are satisfactorily completed.

Under emergency situations as determined by the POSTING AUTHORITY (at its discretion) to be hazardous to the public, the POSTING AUTHORITY shall provide telephone notification with instruction to initiate corrective action immediately (within 24 hours). The telephone notification should be properly documented. The initial notification shall be followed-up in writing (Letter 2 – [“Excess Damage – Immediate Repairs Needed – Suspension of hauling operations”](#)). If the USER fails to comply, the POSTING AUTHORITY shall complete repairs and bill the USER for all costs associated in correcting the deficiency.

The POSTING AUTHORITY should conduct onsite inspections of projects being performed by the USER or its contractor to insure that materials and work meet Department of Transportation standards and specifications.

Thirty (30) days after the suspension the POSTING AUTHORITY will notify the USER and its surety, in writing, that the permit has been revoked and a final inspection will be conducted. (Letter 4 – [“Excess Damage – Permit Revocation”](#)) Both parties may attend this inspection; however,

failure of either the USER and/or its surety to attend the final inspection shall not discharge either party from its contractual obligations. If the USER fails to comply with the provisions set forth in the agreement and has concluded its operations on the particular highway covered by the agreement, the POSTING AUTHORITY has the option of rescinding the USER's permission to haul over-posted-weight vehicles traversing any posted highway under the EMA, “Remedies” subsection (d). (Letter 5 – [“Termination of Excess Maintenance Agreement”](#)) A Remedies Flow Chart outlining these procedures is included in the Appendix of this Chapter.

15.6 MAINTENANCE AND RESTORATION RESPONSIBILITY

The next step is to determine the method of maintenance and restoration. Maintenance and restoration may be completed by:

1. The POSTING AUTHORITY and/or its contractor (Option A) or
2. The USER and/or its contractor (Option B).

LEVEL OF MAINTENANCE

Once the responsibility for a posted highway is determined, the next step shall be to clearly define the level of maintenance and restoration to which the USER shall be held liable. The USER may request one of the following:

1. Maintain the highway to a level consistent with the existing road type as established at the time of the initial inspection
2. Maintain the highway to a level lower than the existing road type as established at the time of the initial inspection and, at the termination of the agreement, restore the highway to a level consistent with the existing road type as established at the time of the initial inspection. No paved surface shall be permitted to revert to a gravel, dirt or mud surface.
 - A. Department of Transportation acceptance requires the District Executive's approval.

The final determination of the level of maintenance and restoration shall be made by the POSTING AUTHORITY. Cross-sections for Federal Surface Type Codes depicting the level of maintenance and restoration shall be attached to

the M-4902A Exhibit "A." A representative drawing of the pavement types can also be found in the Appendix of this chapter.

When damage to an at-grade railroad crossing on a posted state route is due to over-the-posted weight hauling activities, the POSTING AUTHORITY has the authority under the EMA to require the USER(s) to repair this damage subject to approval by the railroad which owns the railroad and, when alterations are necessary, the [Public Utility Commission \(PUC\)](#).

Generally, at-grade highway-railroad crossings involve joint occupancy of the right-of-way by the Railroad and PennDOT or Local Government. Therefore, PennDOT does not have sole jurisdiction of the at-grade railroad crossing on state roads. In fact, the at-grade railroad crossing is under the jurisdiction of the PUC. The PUC, by order, consistently requires the railroads to maintain the crossing to a point 24" beyond each outside rail. PennDOT's [Publication 371](#) addresses the division of maintenance responsibility in Section 7.04. PennDOT maintains the highway on crossing approaches and the railroad maintains the highway crossing surface within 24" of the outside rails. In order to repair the damage to an at-grade railroad crossing, the USER(s) must work directly with the company which owns the railroad and, when alterations are necessary, the PUC. Per PennDOT's Publication 371 (Grade Crossing Manual), Section 2.01:

No **alteration** shall be made to any public highway-railroad crossing without first obtaining approval from the Public Utility Commission (PUC). The PUC has exclusive jurisdiction over the construction, relocation, suspension and abolition of public highway-railroad crossings. [66 Pa. C.S. §§ 2702-04](#).

If the work required to repair the at-grade railroad crossing is simply restoring it to its original condition, the PUC does not need to be consulted. If in doubt, the District grade crossing engineer/administrator should be consulted to determine if PUC approval is required for the repair work.

If damage to an at-grade railroad crossing as a result of over-the-posted-weight hauling activity is discovered via a roadway condition survey or by any other manner, this damage shall immediately be reported by the District to the USER via letter. The District shall utilize the process and excess damage enforcement template letters as outlined

in this chapter. For at-grade railroad crossing damage enforcement, these template letters may be altered as necessary to fit the situation. The railroad company and the PUC shall be copied on any excess damage enforcement letters sent to the USER.

15.7 ROADWAY INSPECTIONS

Inspections shall be made in order to determine the condition of the portion(s) of the posted highway(s) and appurtenances. The inspections should be conducted jointly by the POSTING AUTHORITY and the USER; however, the absence of the USER shall not prevent the inspection from being conducted. The POSTING AUTHORITY shall prepare an inspection document describing the condition of the posted highways(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the USER may be liable. Photographs and video may also be taken. The USER shall receive a copy of the inspection report. If more than one USER is involved in an inspection of the same section of highway at the time/date, the inspection costs shall be divided equally among the USERS.

The documents along with any photographs and video (if taken), of the initial inspection, shall be placed in the agreement documents file. The USER shall pay all costs associated with the inspections and roadway condition surveys.

An Inspection Form has been developed and must be used by Department of Transportation Officials. Municipal Officials may use this form at their discretion. A copy of the [M-4902 ISP Inspection Form](#) has been included in the appendix of this Chapter.

The USER should not be liable for any existing damage to the posted highway unless this damage can be thoroughly documented. The POSTING AUTHORITY shall conduct an initial inspection of the posted highway and shall place the inspection reports in the agreement documents file.

INSPECTIONS AND ROADWAY CONDITION SURVEYS

INITIAL INSPECTION - Upon full execution of the Agreement and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the posted highway(s) and appurtenances together with the nature and extent of any repairs needed

to correct any existing damage for which the USER will not be liable.

INTERIM INSPECTION - The POSTING AUTHORITY may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the USER may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided. See Section 15.4 of this Chapter for guidance on increasing Security.

FINAL INSPECTION - Upon written notification from the USER, a final inspection of the posted highway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the USER may be liable.

Upon request by the USER, the POSTING AUTHORITY shall forward a copy of the inspection report(s) to the USER together with the invoice.

ROADWAY CONDITION SURVEY - The POSTING AUTHORITY may conduct frequent, but less detailed reviews of the roadway to determine overall condition and identify any areas in need of repair. The survey will be performed when the type or volume of the hauling operation poses an increased risk of roadway damage or threat to public safety.

1. The Roadway Condition Survey may be utilized to supplement windshield reviews or interim inspections.
2. The USER shall be billed for the actual cost of any roadway condition surveys.
3. USERS requesting copies of the Roadway Condition Surveys shall be forwarded the instructions to the Bonded Roads Condition Survey Guest Access to view the reports on-line.

Inspection Procedures

1. General

- A. The USER shall be notified when Inspections are made. This ensures both parties of protection if disputes arise.
- B. If USER is not present during any inspections indicate "not present" in signature block with POSTING AUTHORITY Representative's initials and date.

- C. For liability purposes, all information related to inspections should be stored for 3 years after USER's operation has concluded along the corridor.
- D. A copy of the inspection should be attached to each invoice for the USER to keep.

Initial/Final

1. Video both directions of roadway to be permitted
 - A. Verbally annotate starting segment and offset.
 - B. Verbally annotate start/end of each section
 - C. Create folder with the following naming convention
 - 1) Agreement No., USER name, Video
 - 2) (i.e., 73-XXXX Chesapeake Appalachia video)
 - D. Store/file within folder above with the following naming convention
 - 1) Initial/Interim/Final Inspection
 - 2) Co, SR, Begin SEG/Off,/End SEG/Off, Date (i.e., Initial 41 0414 0020-0000 to 0100-0100 08-15-10) or (i.e., Initial 41 0414 0100-0100 to 0020-0000 08-15-10)
2. Photos
 - A. Photo each area of deterioration
 - B. Provide scale in each photo when possible.
 - C. Create folder with the following naming convention
 - 1) Agreement No., USER name, Photo
 - 2) (i.e., 73-XXXX Chesapeake Appalachia Photo)
 - D. Store/file within folder above with the following naming convention
 - 1) Initial/Interim/Final Inspection
 - 2) Co, SR, SEG/OFF,
 - 3) Direction
 - a. ascending (A) or,
 - b. descending (D)
 - c. Date (i.e., Final 41 0414 0050-0130 A 04-15-11)

3. Documentation
 - A. Use the standard statewide inspection form
 - B. Provide all general information as noted at the top of the form
 - C. Describe each area of deterioration on the form
 - D. Documentation should list all videos and photos associated with the inspection
 - E. Estimates of repair quantities or costs should not be included on the inspection form
 - F. Documentation should be signed at the day of the Inspection by both Representatives, POSTING AUTHORITY and if present, the USER.
 - G. Create folder with the following naming convention
 - 1) Agreement No., USER name, Documents
 - 2) (i.e., 73-XXXX Chesapeake Appalachia Doc)
 - H. Scan all documentation, store/files within folder above with the following naming convention
 - 1) Initial/Interim/Final Inspection
 - 2) Co, SR, Date (i.e., Initial 41 0414 12-23-09)
4. Storage
 - A. Video, photos, and documentation should be stored as stated above.
 - B. A copy of the inspection should be kept with the original agreement.

extensive and incorporate a great distance of roadway.

2. Photos and documentation should be provided as stated above.

15.8 COST RECOVERY

The following procedures shall be used by the Department of Transportation personnel. Local POSTING AUTHORITIES should bill the USER as appropriate.

According to form M-4902EMA Excess Maintenance Agreement, "The USER shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement." Costs may include actual salaries, wages, travel and other expenses of PennDOT employees and hired contractors or consultants engaged in roadway condition surveys, initial/interim/final inspections, and upgrade construction inspection. Windshield reviews, as referenced in this chapter, shall not be billed to the USER.

In order to recover all associated costs, invoicing of the services provided by PennDOT must occur. A customer invoice must be created and posted in SAP. Districts shall invoice USER(s) on or after the tenth (10th), but no later than the fifteenth (15th) of each month for the preceding month's recoverable costs. Supporting documentation utilizing the standardized Cost Report template shall accompany the invoice to provide itemized actual expenditures by WBS element, order, and commitment item. Specific guidance for billing in SAP may be found by accessing SAP Circulars [2011-8](#) and [2011-8.1](#).

The chart below identifies the approved cost recovery activities. Please follow the guidance in the chart when charging activities on the payroll.

Interim Inspections

1. Video is not required, unless repairs are

ACTIVITY	LEVEL	REMARKS
Roadway Condition Survey	SR	Heavy USER(s) Only
Initial Inspection	Customer	All Users
Final Inspection	Customer	All Users
Interim Inspection	SR	All Users
Upgrade Construction Inspection	SR	All Users
Excess Maintenance Repair Inspection	SR	All Users
Excess Maintenance Damage Repair: (Dept.-force & Dept. maintenance contract)	SR	All Users
Plan Reviews	SR	All Users
Enforcement	SR	All Users
Agreement Processing & Administration	Customer	All Users

ROADWAY CONDITION SURVEYS

Districts and/or Counties shall create WBS elements at the state route level to track actual costs for roadway condition surveys. Please follow the guidance provided in the finance circular entitled, "[Weight Restricted Posted Highway Invoicing](#)."

District staff engaged in roadway condition surveys shall charge the applicable WBS element(s). Districts that do not have sufficient in-house staff to complete roadway condition surveys and have hired contractors or consultants to supplement Department forces shall refer to the "Process for Tracking Cost: ECMS (Consultant Agreements)" in the [July 29, 2010 cost recovery presentation](#). The Districts shall use the Cost Report template to identify all costs (Dept.-force & contractor).

Using the commitment hierarchy in the template, total personnel expenditures shall be reported at the major object level (6100000). Operating expenditures (63*) shall be reported by commitment item. The Districts shall use the FB70 Heavy Haulers EUP when generating monthly customer invoices for heavy USERS. A "heavy USER" is defined as a hauler that has substantial risk for causing excess damage to the road(s) over which they are traversing as a direct result of the number of over-posted-weight-vehicle loads; 30 loads or greater per day (15 loads per day during the freeze/thaw period) and/or 600 loads or greater per year.

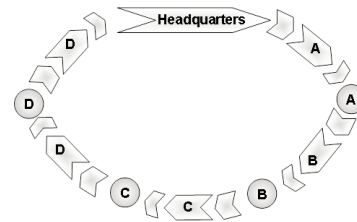
Single Heavy User

If all costs are reported for a particular state route for that month with only one permittee, then one hundred percent (100%) of the costs are billable to the permittee.

Multiple Heavy Users

Cost splitting of the roadway condition surveys will be based on the miles bonded by each permittee on a particular state route for that month. District staff shall use the MSH_Cost Report template to identify the total monthly costs for a particular state route. District staff shall then use the Bonded Roadway Condition Survey Cost Split spreadsheet to multiply the monthly cost by the percent split for each applicable permittee.

When conducting multiple roadway condition surveys on the same day; Department Staff shall charge travel costs from their headquarters to the first site to the first WBS element at the state route level and charge travel costs from the last site to their headquarters to the last WBS element at the state route level. Note: Department staff that report directly from their place of residence, with District Executive approval, shall consider their residence as Headquarters and charge appropriately. Additionally, travel costs incurred from site "A" to site "B" would be charged to the applicable WBS element at the state route level for which site "B" is located. Furthermore, travel costs incurred from site "B" to site "C" would be charged to the applicable WBS element at the state route level for which site "C" is located.



INITIAL and FINAL INSPECTIONS

Districts and/or Counties shall create USER-specific WBS elements to track actual costs for initial, interim, and final inspections. Please follow the guidance provided in the finance circular entitled, "[Weight Restricted Posted Highway Invoicing](#)."

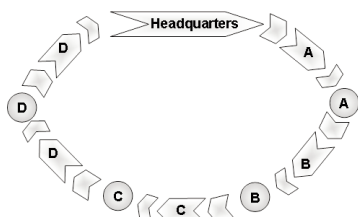
District staff engaged in initial, interim and final inspections shall charge the applicable WBS element(s). The Districts shall use the Cost Report template to identify all costs. Using the commitment hierarchy in the template, total personnel expenditures shall be reported at the major object level (6100000). Operating expenditures (63*) shall be reported by commitment item. The Districts shall use the FB70 Heavy Haulers EUP for generating monthly customer invoices.

Single User Inspection

Department inspection staff when conducting an initial, interim or final inspection shall charge their time and travel costs to the USER-specific WBS element.

Multiple USERS Inspections – Same Day

When conducting multiple inspections on the same day; Department inspection staff shall charge travel costs from their headquarters to the first inspection site to applicable USER-specific WBS element and charge travel costs from the last inspection site to their headquarters to the last USER-specific WBS element. Additionally, travel costs incurred from site "A" to site "B" would be charged to the applicable USER-specific WBS element for site "B." Furthermore, travel costs incurred from site "B" to site "C" would be charged to the applicable USER-specific WBS element for site "C."



Multiple Users Inspections – Same Day and Same Section of Highway

Department inspection staff when conducting an initial, interim, or final inspection shall charge their time and travel costs to the applicable USER-specific WBS elements. When more than one USER is involved in an inspection on the same day for the same section of highway, the inspection costs shall be divided equally among the USERS.

INTERIM INSPECTIONS

Based on the reason for the interim inspection, the cost should be split appropriately. If the interim inspection does not result in damage repairs, the same process as outlined for Roadway Condition Surveys should be utilized, which is based on the percent of miles bonded by each USER. If the interim inspection results in damage repairs, the interim inspection should be split based on the construction cost split agreed to by the USERS.

UPGRADE CONSTRUCTION INSPECTION

Upgrade construction inspection shall be charged to the applicable state route WBS element. Upgrades are defined as roadway improvements which increase the structural capacity of the roadway. Upgrades go above and beyond simply restoring a roadway to its original condition. If just one USER is paying for the upgrade, then the

upgrade construction inspection is charged to that one USER. If the state route is upgraded by multiple USERS, then the Department will need to obtain the cost split from the USERS. It is not necessarily based on miles bonded like the Roadway Condition Survey.

EXCESS MAINTENANCE REPAIR INSPECTION

Excess maintenance repair inspection shall be charged to the applicable state route WBS element. Excess maintenance repairs only restore the roadway to its original condition. It does not provide for additional structural capacity. If just one USER is paying for the repairs, then the excess maintenance repair inspection is charged to that one USER. If the state route is repaired by multiple USERS, then the Department will need to obtain the cost split from the USERS. It is not necessarily based on miles bonded like the Roadway Condition Survey. In the event that the USERS cannot agree on the cost split, the Department will determine the appropriate cost split as outlined in this Chapter.

EXCESS MAINTENANCE DAMAGE REPAIR

Every attempt shall be made to have the USER(s) complete repairs associated with excess maintenance damage. However, emergency repairs (24 hours) may be warranted by the Department when the safety of the traveling public is at risk. Emergency repairs performed by the Department shall be billed to the applicable USER(s). Cost splitting for issues related to damage repair shall be based on the percent split, which the different USERS agree to. It is not necessarily based on miles bonded like the Roadway Condition Survey. In the event that the USERS cannot agree on the cost split, the Department will determine the appropriate cost split as outlined in this chapter.

Department repair costs shall be tracked using a non-standard (type PMH2) Plant Maintenance work order. The applicable assembly in the reimbursable program (612) shall be used on the PMH2 work order and the applicable WBS element at the state route level should be used in the settlement rule. Districts shall refer to the "Process for Tracking Costs: SAP Plant Maintenance (Dept.-force)" in the July 29, 2010 cost recovery presentation.

PLAN REVIEWS

Plan reviews for upgrade construction, excess maintenance damage repair, and any other work shall be charged to the applicable state route WBS element. If just one USER is paying for the work, then the plan review shall be charged to that one USER. If the state route is upgraded or damaged by multiple USERS, then the Department will need to obtain the cost split from the USERS. It is not necessarily based on miles bonded like the Roadway Condition Survey. In the event that the USERS cannot agree on the cost split, the Department will determine the appropriate cost split as outlined in this chapter.

ENFORCEMENT

Enforcement shall be charged to the applicable state route WBS element. Enforcement may include, but is not limited to the direct costs for actual salaries and wages when composing various enforcement letters (i.e., five-day warning letter, suspension letter, etc.) and office or field meetings to discuss action plans to repair damage. In the event there are multiple USERS, cost splitting for issues related to enforcement shall be based on the percent split, which the different USERS agree to. It is not necessarily based on miles bonded like the Roadway Condition Survey. In the event that the USERS cannot agree on the cost split, the Department will determine the appropriate cost split as outlined in this chapter.

AGREEMENT PROCESSING AND ADMINISTRATION

Agreement processing and administration shall be charged to the applicable USER-specific WBS element. This may include, but is not limited to direct costs for actual salaries and wages including travel expenses for reviewing EMAs, reviewing and issuing over-posted-weight permits, and office or field meetings to discuss agreement and permit needs.

DELINQUENT ACCOUNTS

Payment terms for invoices are 60 days. On the 61st day, a dunning notice is generated by SAP and mailed by the Bureau of Office Services' Finance & Travel Operations Division to the USER for unpaid invoices. The SAP Aging Report is used by the District Fiscal Offices to monitor payments by the USER. The Bureau of Office Services' Finance & Travel Operations Division will notify the Bureau of Maintenance and Operations when a delinquency exceeds 75 days.

DETERMINING ESTIMATED REPAIR COSTS

The POSTING AUTHORITY may invoice the USER for the estimated cost of repairs using either the latest maintenance contract prices or the latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted on the roadway condition survey, interim inspection and/or final inspection. The USER agrees to reimburse the POSTING AUTHORITY for all estimated costs. The POSTING AUTHORITY will provide a final invoice, or reimbursement for over-payment, when the actual maintenance and/or restoration work have been completed and actual costs are known.

15.9 AGREEMENT SECURITY AND INSURANCE

The USER shall be required to provide security in favor of the POSTING AUTHORITY in the amount specified in 67 Pa Code, Chapter 189 to assure compliance with the terms and provisions of the EMA. The security shall be incorporated in the EMA as an exhibit. Department of Transportation Officials must ensure the security documents are kept in a secure location.

The below listed forms are provided for the execution of Security. Use of these forms is required for all agreements entered into by the Department of Transportation and optional for local POSTING AUTHORITIES.

1. [M-4902LC](#) "Letter of Credit"
2. [M-4902PB](#) "Performance Bond" (requires "Power of Attorney" document)

Department of Transportation Officials should not accept self-bonding as a form of security. The preferred sureties are performance bond or irrevocable letter of credit. If the USER is unwilling to provide either, an alternate form of security may be accepted at the discretion of the District Executive.

Districts are not required to have a letter of credit be issued by or confirmed by a Pennsylvania bank. Districts are able to accept letters of credit issued by Pennsylvania-based and non-Pennsylvania banks alike. This includes banks that are not located within the United States of America. This applies to Chapter 189 when a letter of credit is utilized. The letter of credit does not need to be submitted to the Office of Chief

Counsel for review. However, if the District has any questions, the Office of Chief Counsel is available for assistance.

Stipulations that shall be adhered to in any out of state/out of country surety include but are not limited to the following:

1. The letter of credit must state that if there are legal issues arising from the letter of credit then they will be resolved in a Pennsylvania court and grounded in Pennsylvania law.
2. Only the original letter of credit shall be redeemable by the Department without conditions or stipulations by the USER or their bank.
3. The original Letter of Credit shall have the option of being redeemable by mail, but if the original is mailed it must be insured to the full extent of the value of the letter.
4. The original Letter of Credit must be kept in a secure location by the Department.
5. The Letter of Credit must state that it conforms to ISP 98, which is a set of international protocols used by banks to issue and honor letters of credit.

RELEASE OF SECURITY

Upon written notification by the USER that his/her activity on the weight restricted highway has concluded and within forty-five (45) days, all associated invoices must be paid in full by the USER and all associated obligations must be satisfactorily completed before the security can be released and returned to the USER.

The "[Release of Security](#)" form letter shall be used by Department of Transportation Officials. Local POSTING AUTHORITIES may use this form or may use an alternate document of their choice.

TERMINATION OF SECURITY

To avoid using the POSTING AUTHORITY's funds to repair excess maintenance damages covered by such security, the POSTING AUTHORITY shall take the following action whenever a termination notice is received from either the USER or their bonding agent:

1. Immediately perform an inspection of the bonded road section to determine the costs for completing excess maintenance repairs. If the

road cannot be repaired immediately, a thorough estimate of the repair costs shall be completed.

2. If the USER has not met his obligations, a formal submission shall be made by the POSTING AUTHORITY prior to the expiration date of the security. The contents of the formal submission must conform exactly to the requirements of the security. In most cases, this entails giving the bonding agent and the heavy hauler ten days' written notice of the POSTING AUTHORITY's intention to present a claim, in addition to presenting the copy of the security certification statement to the bonding agent. The certification statement must be signed by the POSTING AUTHORITY and state that the hauler has failed to fulfill its' obligations under the agreement. This documentation must be submitted along with copies of invoices and work backup or a detailed estimate if the work has not been performed. If the hauler challenges the cost of repairs or if the bonding agent feels that the submission was not made in strict conformance with the security, the POSTING AUTHORITY will have an opportunity to correct any problems and retain the right to collect the security after it expires.
3. If the permittee has selected Option B (repair of the road by the hauler), the POSTING AUTHORITY shall give the hauler immediate notice that the road must be repaired. If the permittee does not repair the road to the POSTING AUTHORITY's satisfaction upon receipt of the notice, the POSTING AUTHORITY's remedies under the EMA shall be exercised, and the POSTING AUTHORITY should restore the roadway on its own.

REPLACEMENT OF SECURITY

Periodically, the need may arise for a USER to replace the security associated with an EMA. If you are unsure of the validity of the security, please forward a copy of the proposed replacement to the Office of Chief Counsel for their concurrence. Department of Transportation officials are to use Form [M-4902SRS1](#) "Replacement/Retro-Active Replacement of Security" to effect the change in security. Local POSTING AUTHORITIES may use this form or may use an alternate document of their choice.

INSURANCE

The following is required for all agreements entered into by Department of Transportation and optional for local POSTING AUTHORITIES.

In all cases where workers are on the highway and in those cases where the USER or its contractor performs the work, the USER must provide the industry standard certificate of insurance (ACORD). The coverage shall provide public liability insurance for bodily injury and property damage in minimum amounts of \$250,000 per person and \$1,000,000 per occurrence. The following language must be included on the ACORD Form; "Thirty (30) days advance notice must be provided to the POSTING AUTHORITY to cancel the policy before its expiration date except 15 days for non-payment of premium." The POSTING AUTHORITY shall be named as an additional insured. The certificate of insurance shall be incorporated in the EMA as an exhibit "H." Local POSTING AUTHORITIES may use this form or may use an alternate document of their choice.

If the USER cannot or will not obtain liability insurance coverage:

1. The POSTING AUTHORITY may refuse to issue an agreement.
2. Maintenance and restoration may be completed by the POSTING AUTHORITY and/or its contractor.

SECURITY/INSURANCE EXPIRATION

Per the EMA, the USER shall keep their security and insurance current. In the event that the security or insurance is set to expire, the Department will notify the USER in writing ([Letter 8 - Notification of Excess Maintenance Agreement Security/Insurance Expiration](#)) as provided in the Appendix of this Chapter. If the USER does not provide an updated security or insurance by the expiration date, the Department will notify the USER of their permit suspension ([Letter 9 - Security/Insurance Expired – Permit Suspension](#)) provided in the Appendix. The permit may be reinstated once the proper security or insurance is provided.

15.10 CLOSE-OUT PROCESS

In order for the USER to modify the posted state routes they are permitted on or to terminate their EMA altogether the following processes shall be followed.

STATE ROUTE MODIFICATION/ SUBTRACTION PROCESS

Throughout the duration of the EMA the USER may wish to cease using, or modify the specific routes associated in their EMA. To accomplish this they shall notify the POSTING AUTHORITY via a completed M-4902APP form detailing the specific state routes and portions of the state routes on the form.

The State Route Use Modification/Subtraction Process is detailed below and provided in a flowchart in the Appendix. The POSTING AUTHORITY will schedule and conduct a Final Inspection within fifteen (15) calendar days of the receipt of notification. Exceptions to the fifteen (15) day timetable include, but are not limited to, severely adverse weather and holidays.

In order to evaluate the roadway performance during inspections, the districts should check records for winter/out-of-spec work.

Upon a completed and satisfactory Final Inspection the POSTING AUTHORITY will sign the Final Inspection and cancel the permit(s) in RMS. The USER will no longer be responsible for road damage. Please note that the USER's permit for that road is *no longer valid*. The USER must cease travel on that specific posted road. Any violation of this may result in fines or notification of the Pennsylvania State Police.

If the Final Inspection determines that there is road damage and repairs and restoration are required, the following will occur. For Option A, the POSTING AUTHORITY will complete all repairs and bill the USER. For Option B, the recently completed "Final" inspection will become an Interim Inspection and will be billed as an Interim Inspection. The USER shall complete the required repairs and will notify the POSTING AUTHORITY when they have completed repairs. The Final Inspection will be scheduled and once completed the POSTING AUTHORITY will sign the Final Inspection. The process will then continue as described above.

Once Final Inspection has been approved, the POSTING AUTHORITY shall invoice the USER as described in Section 15.7 COST RECOVERY on or after the tenth (10th), but no later than the fifteenth (15th) of each month for all costs associated with route usage. If the USER has not paid in full within the current policy time, then the POSTING AUTHORITY will follow the delinquent account process.

Once all invoices are paid by the USER, the POSTING AUTHORITY will update or verify the surety amount to match the miles bonded. The POSTING AUTHORITY shall send an [Approval Letter \(M-4902APR\)](#) to the USER confirming approval within five (5) business days.

Once this process is completed the EMA is officially amended and the USER's obligations associated with these specific routes are complete. The POSTING AUTHORITY will issue a new permit for the remaining roads or sections of roads in the USER's EMA.

TERMINATION OF EMA

When the USER wishes to terminate the EMA they shall notify the POSTING AUTHORITY via a completed M-4902APP form. A written notice of intent to terminate on company letterhead is acceptable, but the completed M-4902APP form shall be attached to any letter. All routes to be removed shall be listed on the form.

The POSTING AUTHORITY will follow all steps noted above for the route removal process in the EMA.

Once all invoices are paid by the USER, the POSTING AUTHORITY shall send an Approval Letter (M-4902APR) to the USER confirming approval which releases the Agreement and the M-4902-C form with all related surety within five (5) business days.

The Termination Closeout Process is outlined in a flowchart in the Appendix.

15.11 EXHIBIT "A" SPECIAL PROVISIONS

The Exhibit "A" is to be utilized to set forth any/all special provisions of the agreement and should only include:

1. Special Conditions/Restrictions which pertain to the specific USER or Agreement, not items that are attached to all agreements.
2. Do not repeat any requirements/provisions that are already addressed or referenced in the EMA.
3. Documents referenced on the Exhibit "A" are to be referred to as Attachments, not exhibits (i.e. typical cross-sections).
4. Any special conditions that apply to a specific permit/state route, and not the entire agreement, can be added to the comment field of the Permit.

EXPECTATIONS & KEY ELEMENTS OF EXHIBIT A / MAINTENANCE PLAN

MAINTENANCE PLANS - REGULAR AND HEAVY USERS

In determining the required level of detail in the Maintenance Plan, there are differing requirements for regular and heavy USERS.

EXHIBIT "A" FOR REGULAR USERS

1. Chart of Normal vs. Excess Maintenance.

EXHIBIT "A" FOR HEAVY USERS

Due to the heavy truck traffic associated with heavy USERS, the Commonwealth has developed the following core requirements:

1. Maintain pavement to pre-existing condition, unless specified otherwise on Exhibit "A."
2. No deterioration to gravel and no mud
3. Address traffic safety issues
4. No environmental impacts

ELEMENTS OF A HEAVY USER MAINTENANCE PLAN

While the Commonwealth will engage the industry on the development and coordination, the POSTING AUTHORITY must enforce the requirements, up to and including revoking permits.

While considerable focus is on the winter plan guidelines, a clear need exists for increased communication and collaboration between the POSTING AUTHORITY and the heavy USERS on “year round” activities. Improved future coordination between the POSTING AUTHORITY’s construction/maintenance plans and detour routes and the heavy USER’s plans is a shared goal. The Maintenance Plans should include:

General Objectives

1. Description of the heavy USER’s efforts in managing its EMAs and bonded roads, limiting truck travel to approved routes, shared responsibility with others, and coordinating with the POSTING AUTHORITY. Addendums (Supplements) will be required if additional roadways are requested to be permitted.
2. All of the heavy USER’s bonded roads (and roads pending final approval) must be addressed no later than October 31st for the following winter’s operations.

Operations Schedule, Truck Volumes and Maps

1. By August 1st provide a schedule of proposed operations through at least March 31st of the following year. The schedule should include a breakdown of major phases including:
 - A. Initial/Final mobilization to the site.
 - B. Access road construction
 - C. Site support activities including: development of staging areas, pad construction, impoundment pond/water storage construction, actual operations including the removal of natural resources, major earth disturbance, drilling and hydraulic fracturing.
 - D. Also, submit a listing of support sites such as quarries, well pads, water withdrawal sites, impoundments, treatment facilities,

waste materials storage, and any other significant traffic generator or destination.

2. Translate the schedule to average and maximum trucks/day to support the operation phases.
3. Provide color maps with the average and maximum trucks/day on the individual bonded routes (reasonable ranges by volume are permitted), and the resource locations as defined in a. above.
4. Provide updates to the plan and schedule quarterly that includes a minimum six month “look ahead.” These updates should remove those roads no longer needing a plan and incorporate addendums.

Support Services

1. List your engineering and roadway construction partners.
2. Provide a minimum of two contacts each for the USER, the engineering support service, and construction support service.

Roadway Maintenance and Repair Strategies

1. Submit the USER’s plan to respond to emergency and critical road repairs within 24 hours.
2. Submit the USER’s schedule for repairs/improvements including design, submittals, acquiring permits, and construction improvements. Present the USER’s plan for updates to the schedule, and contingency plans if higher priority repairs or upgrades fall behind.
3. Provide typical sections and drawings for overlays, “mill & fills,” shoulder upgrades, base repair, full depth reclamation (with detailed specs) and any other general repairs. Ensure all work is completed within the right-of-way.
4. Present the USER’s QC/QA plan for “proactive” monitoring. Present any manuals, checklists, or any other tools you will use. Describe the USER’s timeframe for completing repairs by severity type. A weekly log of repairs needs to be submitted to the POSTING AUTHORITY each Monday for the prior week. Provide one log per roadway. Repairs to be referenced by roadway segment (as determined by the POSTING AUTHORITY), type, and

- material used, contractor, date and time. These repairs will require oversight inspection by the POSTING AUTHORITY.
5. Describe the plans for any preventative maintenance, road upgrades, or upgraded road network, including the potential need for DEP Permits. List the county, specific highway, and length. Provide an engineering analysis explaining how any proposed upgrades were developed based on your operations schedule, calculated truck traffic, current roadway structure, and any other factors.
 6. Note any bridge concerns you have noticed.
 7. Understand that “winter” repairs will be with bituminous material. Discuss the USER’s source and availability and a “cold weather” paving plan, including, but not limited to insulated truck beds and paving mat thickness. Written approval by the POSTING AUTHORITY will be required for placing bituminous paving mixtures between October 31 and April 1. Note that stone or compacted sub-base overlays will not be allowed unless the existing roadway is stone or gravel.
 8. Only roadway repairs that meet the POSTING AUTHORITY’s standards will be considered permanent. “Out of spec” repairs that are completed in late fall or winter will be reviewed the following spring. A determination will be made regarding the longer term sustainability of the repair, and whether or not the road condition is equal to or better than the pre-existing road condition that was documented at the start of the EMA.
 9. Bituminous material testing requirements will be determined by the POSTING AUTHORITY, including the use of restricted performance specifications or certification acceptance.
 10. Excess milled material may be generally used for shoulder backup, but not shoulders. Coordinate with the POSTING AUTHORITY on specific situations (When appropriate comply with DEP Special Conditions Permit WMGR090).
 11. Current or potential drainage issues should be noted and discussed with the POSTING AUTHORITY rather than be referenced in the plan.

12. Concerns or initiatives regarding winter traffic services (snow plowing, cindering, sanding, etc.). Describe your communication plan with the POSTING AUTHORITY regarding situations where your roadway work may impact or interfere with snowplowing or other winter traffic services.

Utilities

Discuss the USER’s coordination with “PA One Call” during both the design and construction phase. Maintain a minimum of 18-foot vertical clearance.

Consult the POSTING AUTHORITY right-of-way administrator to ensure all requirements have been met before proceeding.

Pavement Markings and Signage

1. Provide typical line striping and signing details with a corresponding location list. A Signage and Pavement Marking Plan may be required for major work.
2. Discuss the use and ongoing maintenance of temporary tape and the installation or covering of signs.
3. Final striping and signage will be the responsibility of the heavy USER unless the POSTING AUTHORITY specifically agrees to perform this work.

Maintenance and Protection of Traffic (MPT)

1. Include the figures of [Publication 213](#) that will generally be used in MPT.
2. Discuss the USER’s plan to properly monitor and manage the work zones, including any work zone compliance checklists.
3. Discuss procedures for warning motorists of deteriorated roadway sections.

Erosion & Sedimentation Control (E&S)

Provide an E&S plan, details and approach.

WASTE DISPOSAL/RECYCLING

Discuss the USER’s recycling and waste disposal plans. Note the understanding that the USER(s) are responsible for any required permits, that fall within the Scope of Work as agreed to in the EMA and any special requirements included in Exhibit “A,” and the USER’s total responsibility to comply with these permits.

15.12 ENVIRONMENTAL PERMITTING/CLEARANCE CHAPTER 105/102 PERMITTING

CHAPTER 105 WATER OBSTRUCTIONS AND ENCROACHMENT PERMITTING

PennDOT is the owner of the roadway, including any water obstruction or encroachments that may require permitting; as such, PennDOT shall be the applicant on all [Chapter 105](#) authorization/requests/permit registrations and permit applications.

Applications for authorizations/registrations/permits can be prepared by the USER or their consultant, however a PennDOT representative or designee should review the application prior to submission to ensure accuracy and completeness.

“Completion Reports” as required by the permit shall be the responsibility of the USER. The USER should be directed to prepare these reports and submit them to DEP directly, following coordination with the District Office.

Generally, most projects (roadway maintenance, roadway reconstruction, culvert and bridge maintenance and replacement) should qualify for registration under GP-11. Efforts should be made to avoid project specific conditions or activities that would necessitate the submission of a Joint Permit Application (Small Projects or Regular) such as increases in the 100-year flood water surface elevation and wetland impacts exceeding 0.05 acres.

All requests for authorizations/registrations/permits shall be submitted in paper copy to the DEP Regional Office’s Permitting and Technical Services Section in paper format. The JPA Expert System should not be used to process these requests (all Marcellus shale related permit applications must be submitted in paper format).

Where permits other than General permits are required, consideration should be given to advanced coordination with the DEP Regional Office and other agencies that may have involvement in the permit review process.

Where occasional flowage easements may be required to address backwater conditions resulting from maintenance or reconstruction projects, the USER is responsible for acquiring the required easements on behalf of PennDOT. The USER or

their consultant should coordinate with PennDOT to develop a right-of-way plan for the required easements. Upon approval by PennDOT, the USER can negotiate with the individual landowners to acquire the easements. Once the easements have been acquired, they should be deeded over to PennDOT.

CHAPTER 102 - EROSION AND SEDIMENT CONTROL, STORMWATER APPROVALS, AND PERMITTING

PennDOT is the owner of the roadway and as such shall serve as a co-permittee with the contractor for any required [Chapter 102](#)/NPDES permits. Therefore, if a NPDES or Erosion and Sedimentation permit is required the USER and PennDOT will be the applicants.

The USER shall be responsible for preparing all plans, submissions and permit applications for all Chapter 102 and NPDES related submissions. To the extent practical, the Districts should review plans and submissions prepared by the USER or their consultant to ensure consistency with PennDOT standards. Where permits are required, and where “as-built” plans are required pursuant to [25 Pa. Code, Chapter §§ 102.8\(k\) and \(l\)](#), the USER shall be responsible for preparing and certifying those plans in accordance with the regulations. The USER shall submit those plans to PennDOT prior to submission to DEP for acceptance.

Active coordination should be undertaken with the County Conservation District to proactively address any potential concerns before they adversely affect project schedules.

Efforts should be made to avoid activities that require permits under Chapter 102 and NPDES. Permitting requirements are as follows:

Maintenance Activities:

1. A permit is not required for “road maintenance” activities as defined under Chapter 102 so long as the total area of earth disturbance does not exceed 25 acres. If the total earth disturbance associated with maintenance activities exceeds 25 acres, then an Erosion and Sediment Control Permit must be obtained.
2. Road maintenance activities are defined as earth disturbance activities within the existing roadway cross-section. The “roadway cross-

section” has been defined at [25 Pa. Code § 102.1](#) as: “the original graded area between the existing toes of fill slopes and tops of cut slopes on either side of the road and any associated drainage features.”

3. Activities such as paving (concrete or bituminous), concrete patching and oil and chip are not earth disturbance activities; however, other activities associated with paving may be considered earthmoving activities that qualify as maintenance activities if within the existing roadway cross section (as defined above). For example, maintenance activities may include support activities incidental to resurfacing activities such as minor vertical adjustment to meet grade of resurfaced area.
4. Under current DEP guidance, road maintenance activities include the conversion of currently unpaved roadways to paved roadways so long as all work occurs within the existing roadway cross section (as defined above). The paving itself, while a construction activity, is not an earth disturbance activity; however, the regrading of the roadway surface and placement of shoulder material for support (if either is required) are earth disturbance activities and would qualify as a road maintenance activities if within the existing roadway cross section.
5. A written Erosion and Sediment (E&S) control plan is required for earth disturbance activities and must be available on site even if a permit is not required. While these E&S plans generally do not need to be approved by the Conservation District, it is recommended that the Districts request that the company submit their plans to the County Conservation District for review and approval to ensure that the plans are consistent with regulatory requirements and include appropriate use of best management practices. This would help reduce the need for District staff to review the plans.

Non-Maintenance Activities:

Activities that result in widening or otherwise expanding the existing roadway cross-section fall outside the definition of roadway maintenance and are subject to NPDES permitting requirements.

If the project results in less than one acre of earth disturbance activities, no NPDES permit is required; however a written E&S control plan is required. E&S plan review as discussed above should occur.

Projects that result in more than 1 acre of earth disturbance activities will require an NPDES permit regardless of discharge type.

The USER and District staff need to balance and consider the immediacy of the need to complete the work against the magnitude of the effort to be undertaken and the subsequent need for any permits, recognizing that more extensive projects will likely require permits and therefore take longer to implement. To address short-term needs, roadway activities should be limited to those necessary to maintain the existing roadway in a serviceable condition and focus on maintaining the existing cross section and surface. Any proposal to widen or otherwise upgrade the existing roadway for longer term improvements or upgrades may result in the need for NPDES permits which could cause a delay in project construction due to permit review times and the need to comply with various permitting requirements.

ENFORCEMENT ACTIONS DURING CONSTRUCTION

District staff should advise the USER that, while PennDOT is named as the permittee and co-permittee on the Chapter 105 and Chapter 102 permit applications, respectively, that PennDOT will hold the USER fully responsible for any permit or other violations that occur during the construction of any improvements for which the USER is in control. This includes any mitigation or restorative actions as well as any financial penalties that are imposed.

ENVIRONMENTAL COMPONENTS MATRIX FORM

Form [M-4902EV](#) is to be completed by the USER who is proposing excess maintenance and restoration activities. Information provided in this document will be used by PennDOT to ensure that all relevant resources have been considered during the planning and design of the proposed work. This document is NOT intended to be used for environmental clearance or to replace current state permitting procedures. Once completed, this form is to be submitted to the appropriate PennDOT Office.

15.13 RIGHT-OF-WAY PROCEDURES FOR EXCESS MAINTENANCE WORK

1. BACKGROUND

EMA USERS may be required to provide State highway right-of-way to PennDOT in connection with their obligations. It is important to complete these transactions correctly to insure PennDOT's new property interest is properly documented for the future. These transactions are similar to those where a highway occupancy permit (HOP) applicant is required to provide right-of-way to PennDOT as part of the HOP process.

The districts should utilize appropriate resources within the district to accomplish these transactions, including, but not limited to, the right-of-way, utilities, plans, and bridge units as appropriate. The Office of Chief Counsel will assist with legal issues but is not a right-of-way acquisition unit.

Obtaining the necessary right-of-way is the responsibility of the USER. PennDOT will not acquire right-of-way for a USER.

If right-of-way other than occasional flowage easements is required, the district must coordinate with its District Right-of-Way Administrator and the Office of Chief Counsel, Real Property Division, which will coordinate with the Bureau of Operations and Maintenance as necessary. See Section 5, ACQUISITION OF RIGHT-OF-WAY OTHER THAN OCCASIONAL FLOWAGE EASEMENTS below for further guidance.

Following are some of the important right-of-way related issues:

- A. Right-of-way plan requirements;
- B. Deed forms and approval;
- C. Title documentation;
- D. Plot plans and deed descriptions;
- E. Other conveyance and recording procedures;
- F. Title searches and title insurance/certification;
- G. Utility relocation or elimination issues;
- H. Environmental issues.

An outline of the procedures is set forth below.

2. RIGHT-OF-WAY PLANS

A right-of-way plan, in PennDOT approved design format, is required where right-of-way will be conveyed to PennDOT. This serves several purposes, including documentation of the highway right-of-way for future use by PennDOT and others and a means to insure that appropriate right-of-way is acquired for the project. The right-of-way plan will generally be drafted by the consulting engineer/surveyor.

The plan will be entitled Drawings Depicting Right-of-Way to be deeded to PennDOT, conform to the plans presentation requirements herein, and be reviewed by the appropriate Central Office Field Liaison Engineer. The District maintenance and right-of-way units should also review the plans.

The Drawings Depicting Right-of-Way to be deeded to PennDOT does not transfer title. The USER must transfer title to PennDOT by deed. The deed plan only documents the State highway right-of-way for future reference.

Deed plans must be filed with the District plans unit and forwarded to the Bureau of Project Delivery, Plans and Reproduction, for appropriate filing. Deed plans must also be recorded at the appropriate county courthouse to document the highway right-of-way after title has been transferred to PennDOT.

Where only a few properties are involved and the areas to be acquired are minor, the right-of-way plan can be a simple, one or two page plan that need not depict related proposed highway construction features. See [DM3, Chapter 3, Section 3.0.G \(Simplified Right-of-Way Plans\)](#).

The title page should provide as follows:

Metric Example:

DRAWINGS DEPICTING RIGHT-OF-WAY
TO BE DEEDED TO THE
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
UNDER EXCESS MAINTENANCE
AGREEMENT NO. _____
BY _____ (NAME OF USER) _____
FOR

STATE ROUTE _____
 IN _____ COUNTY
 FROM STA ____ TO STA ____ LENGTH _____
 FROM SEG ____ OFFSET ____ m TO SEG ____
 OFFSET ____ m

English Example:

DRAWINGS DEPICTING RIGHT-OF-WAY
 TO BE DEEDED TO THE
 COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF TRANSPORTATION
 UNDER EXCESS MAINTENANCE
 AGREEMENT NO. _____
 BY _____ (NAME OF USER) _____
 FOR
 STATE ROUTE _____
 IN _____ COUNTY
 FROM STA ____ TO STA ____ LENGTH _____
 FROM SEG ____ OFFSET ____ TO SEG ____
 OFFSET _____

THIS PLAN PREPARED TO DOCUMENT THE
 RIGHT-OF-WAY FOR STATE HIGHWAY
 PURPOSES THAT WILL BE DEEDED TO THE
 COMMONWEALTH OF PENNSYLVANIA AS
 REQUIRED BY THE REFERENCED EXCESS
 MAINTENANCE AGREEMENT.

The right-of-way plans must contain an approval block for the Secretary of Transportation to approve the plan for himself and the Governor, as well as a District Executive approval and recording block. Appropriate personnel, such as the District Plans Engineer, District Chief of Surveys, District Permit Manager and/or District Right-of-Way Administrator, should review the plan prior to signature.

The right-of-way plans should be reviewed and approved before any deeds are reviewed and accepted by PennDOT. An exception may be made with the District Executive’s approval. The plan should designate the property owners as they exist before the applicant purchases the necessary right-of-way. See Section 3, CONVEYANCE OF RIGHT-OF-WAY TO PENNDOT below on the conveyance process. Temporary construction easements are not to be shown on plans depicting right-of-way to be deeded to PennDOT because the permittee will not be conveying rights to PennDOT in such areas.

Please note that right-of-way plans submitted by consultants do not always correctly reflect the proper legal right-of-way lines. It is important to obtain and review the right-of-way plans on file in the district plans room, as well as straight line diagrams. The Right-of-Way Administrator may also be of help in this determination. See generally DM3, Chapter 3, Section 3.8 (Determination of Legal Right-of-Way Widths).

Please also note that consultants often show dedicated and ultimate right-of-way areas as legal right-of-way. This is not correct because until properly accepted by some government entity, the property owner still owns these areas subject to the offer of dedication. See generally Right-of-Way Manual, Appendix C, Article 10 (Dedications and Ordainments). See also DM3, Chapter 3, Section 3.8 (Determination of Legal Right-of-Way Widths), subsection E (Dedicated to Public Use by Owner) for the plans presentation by which PennDOT can accept dedications.

3. CONVEYANCE OF RIGHT-OF-WAY TO PENNDOT

AMICABLE CONVEYANCE BY APPLICANT TO PENNDOT - Needed State highway right-of-way should be conveyed to PennDOT from the USER, usually in a single deed. That is, the USER must purchase any areas not owned by it and then deed it to PennDOT. The main reason for this requirement is to have the warranty of title be from the USER rather than an unrelated third party. Exceptions to this requirement have been made when the land is under the control of other government entities. For example, jurisdiction of Commonwealth-owned land can be transferred to PennDOT directly from other Commonwealth agencies by memorandum of understanding.

The right-of-way plan should be used to insure the correct areas are included in the conveyance. The plan will contain a numbered list of property parcels, identified by a circle (indicating that land is required from that parcel) or a circle inside a triangle (indicating no land is required). There will also be a Right-of-Way Information Block for each parcel for each property from which land is required, containing a tabulation of required areas.

It is recommended that the District Right-of-Way Administrator be involved in reviewing the proposed deed in conjunction with the right-of-way plan. This review would include insuring that all required deeds have been provided and that each deed is properly executed and suitable for recording at the County Recorder of Deeds Office. It may be appropriate to have the applicant's attorney present at this review to answer questions where the conveyance is significant.

FORM OF DEED - Use form [M-4902E \(Deed of Easement\)](#). The deed is interactive and may not otherwise be altered without review and approval of the District Right-of-Way Administrator. The District Right-of-Way Administrator should be consulted when completing the deeds. They are much like deeds used when PennDOT is acquiring right-of-way for a highway project.

The District can consult with the Office of Chief Counsel as appropriate. The deeds do not need to be approved as to form and legality because they are not being executed by PennDOT. If the District would like a deed approved as to form and legality, the deed should be entered into the Legal Approval Tracking System (LATS) and forwarded to the Office of Chief Counsel, Real Property Division.

DOCUMENTATION OF TITLE – The USER must provide an investigation of title to the property being conveyed based on courthouse records. That is, no deed may be accepted without documentation and review of the title through a record owner and lien certificate, an abstract of title or title report based on a title search. The purpose of these documents is to ascertain the history and present condition of the title with reference to liens, encumbrances, easements, etc., to determine if there is marketable title. This is a legal term meaning

title that is free from reasonable doubt, can be sold or mortgaged, and will not expose the owner to potential litigation or conflicts regarding use or ownership of the land.

The title documentation may be from a title company or an attorney at law. A record owner and lien certificate is the best document but an abstract of title or title report is acceptable. The District Right-of-Way Administrator will be consulted to review the documentation for any title defects that must be cleared before the deed can be accepted by PennDOT. Such defects could include utility easements, liens of record, mortgages, etc. PennDOT must be identified as a beneficiary of the title work certificate.

The executed deed and title information must be reviewed and accepted by the District Right-of-Way Administrator prior to recording. A bring down/update of the title is to be provided within 15 days of signing the deed.

Title insurance to be paid for by the USER can be required but is not recommended. Under such a policy the title insurance company protects the insured from losses caused by defects in the title of the property which have not been excluded from coverage. PennDOT must be named as an insured or beneficiary to be protected. Examples of items not usually excluded would be losses resulting from title being vested in someone else, un-marketability of the title, and lack of the right of access to the land conveyed. As a practicable matter most policies exclude the defects that are problematic for PennDOT such as utility easements and liens of record and the existence of the policy may not even be discovered if a problem arises later unless some tracking system is established. The District would also be required to approve the amount of coverage based on the estimated value of the property being conveyed. There is also added cost to the USER to provide the insurance.

Please note that the title documentation need only apply to the property being conveyed to PennDOT. It does not need to cover the entire property. Documentation covering the entire property often causes undue problems by noting easements and other issues that do not apply to the property being conveyed. Limiting

a record owner and lien certificate to only the property being conveyed is highly recommended.

MORTGAGES AND OTHER LIENS AND JUDGMENTS – Mortgages and other liens and judgments on the property should be released as to the area conveyed at the expense of the USER. This will insure that PennDOT is not included on foreclosures or other legal actions relating to the mortgage or other lien. With the approval of the District Executive, a deed may be accepted without release of a mortgage or other liens under the following circumstances: 1) the value of the land being conveyed is \$25,000 or less and the District Right-of-Way Administrator certifies that the land being conveyed is sufficiently minor that it does not materially affect the ability of the remainder of the property to provide security for liens and judgments. The USER must prove to the District that the value of land is \$25,000 or less based on the purchase price, an appraisal, or other documentation deemed acceptable to the District.

PROPER EXECUTION OF THE DEED – The information block and all blanks on the deed form should be filled in. The proper party must execute the deed on behalf of the USER. See Signature Authority Guide, Appendix F to the Right-of-Way Manual.

Plot plans and written descriptions – PennDOT right-of-way acquisition forms do not typically use metes and bounds descriptions, but rather use plot plans. This approach has been incorporated into the M-4902E deed form. A metes and bounds description is not required by Pennsylvania law and it is simpler to compare a plot plan to the approved right-of-way plan for accuracy than to have a metes and bounds description reviewed by the survey or other district unit for accuracy. Using only a plot plan avoids problems with discrepancies between a plot plan and a metes and bounds narrative. Under Pennsylvania law, if both are attached to a deed, the words take precedence over the plan.

The best approach is where the plot plan is part of the right-of-way plan and is reviewed as part of the plan review. However, if not part of the right-of-way plan, the plot plan must be reviewed for accuracy when reviewing the deed.

A metes and bounds description may be included in the deed if the District requests or approves of this approach. In that case, however, the description should be supported by a sealed survey for PennDOT review. In any event, the description must be reviewed by someone in the District with sufficient knowledge to assure it accurately describes the property being transferred to PennDOT as depicted on the plan. Such a review may be impractical from a staffing standpoint. There is also the risk that the description may not close.

TIMING – Deeds and related documentation should be provided for review as soon as practicable after the right-of-way plan is approved, but well before roadway work is allowed. The right-of-way plan should not be prepared until the construction plans are prepared to insure proper right-of-way is acquired.

Executed deeds for all necessary State highway right-of-ways must be provided to PennDOT before roadway work is allowed.

RECORDING - The right-of-way plan must be recorded in the County Recorder of Deeds Office where other such plans are recorded. It must also be filed in the District Plans Room, with copies forwarded to the Bureau of Design in accordance with standard procedures for plans showing PennDOT right-of-way.

The deed conveying the right-of-way to PennDOT must be separately recorded in the County Recorder's Office where other deeds are recorded. Deeds should not be recorded prior to PennDOT approval. The USER must pay all fees necessary for recording the documents.

Right-of-Way Units in some Districts assist in recording plans and deeds.

4. ENVIRONMENTAL CONCERNS

Once it accepts a deed, PennDOT can become responsible for environmental conditions on the property conveyed. Consequently, all environmental issues such as threatened and endangered species, wetlands, streams, historic resources, and hazardous materials should be thoroughly investigated and evaluated prior to acceptance of a deed.

In all situations the District should conduct a thorough visual inspection of the property for evidence of environmental issues before accepting a deed and require a Phase 1 environmental investigation meeting the requirements of [40 CFR Part 312](#). To insure that all environmental matters are properly addressed, the USER should submit an [Environmental Components Matrix Form \(M-4902EV\)](#). This form can be found in the Forms Section. The District environmental unit must review the completed form by cross-referencing it with any other documentation previously prepared for the project area.

More specific guidance is available in Section 15.11 ("Environmental Permitting/Clearance). Additional guidance from the District environmental unit should be obtained if there are any outstanding environmental concerns or questions.

5. ACQUISITION OF RIGHT-OF-WAY OTHER THAN OCCASIONAL FLOWAGE EASEMENTS

There are three options when PennDOT is willing to cooperate in the acquisition of right-of-way other than occasional flowage easements in connection with excess maintenance work: (1) PennDOT acquires the right-of-way and constructs the project as a programmed PennDOT project with financial contribution from the USER; (2) PennDOT acquires the right-of-way with financial contribution from the USER and the USER constructs the project under an excess maintenance or other agreement with PennDOT; or (3) the USER acquires the right-of-way and constructs the project under an excess maintenance or other agreement with PennDOT.

Under Option 1, the USER will be required to execute a contribution agreement that will normally provide that the USER fund all right-of-way acquisition, utility relocation and construction costs of PennDOT, including administrative costs of PennDOT. These costs will also include the creation of a right-of-way plan and performance of all environmental requirements, including but not limited to the procedures set forth in Act 120 of 1970, as amended. The contribution agreement could provide that the USER creates the plan and performs the environmental requirements with

consultants approved by PennDOT and subject to PennDOT review and approval. PennDOT can perform the right-of-way acquisition work with PennDOT employees or through a right-of-way consultant. The acquisition work will be performed pursuant to the requirements of PennDOT's Right-of-Way Manual.

Under Option 2, the USER will be required to execute a contribution agreement that will normally provide that the USER fund all right-of-way acquisition and utility relocation costs of PennDOT, including administrative costs of PennDOT. These costs will also include the creation of a right-of-way plan and performance of all environmental requirements, including but not limited to the procedures set forth in Act 120 of 1970, as amended. The contribution agreement could provide that the USER creates the plan and performs the environmental requirements with consultants approved by PennDOT and subject to PennDOT review and approval. PennDOT can perform the right-of-way acquisition work with PennDOT employees or through a right-of-way consultant. The acquisition work will be performed pursuant to the requirements of PennDOT's Right-of-Way Manual.

Option 3 should be employed only in exceptional circumstances approved by the Deputy Secretary of Highway Administration. If employed, the above procedures relating to acquisition of occasional flowage easements will be used, with modifications necessary because the acquisition is of a greater property interest. PennDOT may require the USER to have the right-of-way acquisition work performed by a consultant approved in advance by PennDOT. PennDOT will not use its power of eminent domain to acquire properties under Option 3.

6. OUTLINE OF RIGHT-OF-WAY ACQUISITION PROCEDURES FOR EXCESS MAINTENANCE WORK

The following are suggested chronological steps for successfully completing the conveyance process when a USER must obtain land for State highway right-of-way in connection with an EMA. Because each conveyance may have unique circumstances and requirements, the process may and should be adjusted based on direction from the specific Engineering District in which the road is located.

This outline is not intended to be a substitute for the policy on right-of-way acquisition procedures for excess maintenance work. There are requirements and guidance in the chapter that apply but are not contained in this outline.

- A. Complete hydrologic study identifying impacts. (Approved by PennDOT)
- B. Obtain appropriate existing PennDOT right-of-way (RW) plans.
- C. Develop sketch plan of improvements.
- D. Conduct RW and property research:
 - 1) Obtain copies of tax maps from the local tax assessor's office.
 - 2) Identify all properties and tabulate property tax numbers.
 - 3) Obtain names of property owners, mailing addresses, deed references.
 - 4) Obtain copies of all deeds.
 - 5) Obtain ordinances, dedications.
 - 6) Obtain utility easements.
 - 7) Identify railroad RW.
- E. Perform preliminary determination of utility involvement.
- F. Perform preliminary determination of environmental involvement.
 - 1). PennDOT should conduct a thorough visual inspection of the property for evidence of hazards or regulated resources before accepting a deed.
 - 2). PennDOT will require an applicant to deliver an environmental report for review, before accepting a deed.
- G. Prepare more detailed preliminary plan showing property(s) with existing and proposed improvements and required RW.
- H. Arrange for a pre-meeting with PennDOT, with the following recommended attendees:
 - 1) PennDOT single point of contact (Maintenance Unit representative).
 - 2) District RW Administrator (or representative).

- 3) Chief of Survey, Environmental Manager, Utility Administrator as appropriate.
 - 4) USER.
 - 5) USER's consultant.
 - 6) USER's counsel as appropriate.
 - 7) PennDOT counsel as appropriate.
- I. Suggested pre-meeting agenda:
 - 1) Identify and define single point of contact (usually within Maintenance Unit).
 - 2) Submissions to be whole submissions, not partial submissions. Preliminary submission can be made. Final submission to include draft deed and title documentation.
 - 3) Select standard or simplified RW plans presentation.
 - 4) Review plan presentation details unique to excess maintenance plans.
 - 5) Review acceptable form of deed.
 - 6) Review title documentation requirements:
 - a. Record owner and lien certificate/abstract of title/title report.
 - b. Exceptions to title must be addressed and removed where appropriate in the determination of PennDOT.
 - 7) Review issues customized to a particular site.
 - a. Elimination of utility easements, general utility clearance requirements.
 - b. Environmental requirements for RW area to be transferred.
 - c. Obtain general concurrence by PennDOT as to how much RW needed.
 - d. Confirm that necessary temporary construction easements (TCEs), rights of entries or permissions have been acquired; do not show TCE's on RW plans.
 - e. Discuss survey requirements.

- 8) Explain recording procedures.
- a. Who, when, and where.
 - b. Discuss particular county recorder needs; every county a little different; RW Administrator may give guidance.
- J. Suggested appropriate method to approach property owners where State or Federal funds are not being used and PennDOT has not authorized the local government to condemn if necessary.
- 1) Use standard form for initial letter/contact with property owners:
 - a. Explain general overview of the project.
 - b. Assess general interest or cooperation.
 - c. Clarify that this is not a PennDOT project but rather a private inquiry.
 - d. Include a statement of no condemnation authority.
 - e. Assurance that only amicable arrangements possible.
 - f. Offer to have appraisal performed at no cost to property owner.
 - g. Offer to provide fair market value.
 - h. Offer to do all paperwork.
 - i. Offer to meet and discuss.
 - j. Offer contact person at PennDOT for information or to request PennDOT participation in meetings.
 - k. Offer to consider counter offers.
 - l. Allow reasonable response times.
 - m. Make sure documents are notarized if necessary.
 - 2) Follow up with formal offer including conditions, schedule information, and opportunity to accept or decline.
- K. If not successful in acquiring RW and thus unable to meet design standards, then the applicant will need to redesign the project; if the project cannot be reasonably redesigned then the USER will not be able to use the road.
- L. If USER is successful in obtaining RW, then the following information must be prepared by the USER:
- 1) Drawings depicting right-of-way to be conveyed for the State highway.
 - 2) Form M-4902E (Deed of Easement). This form deed is available from the Engineering District Office.
 - 3). Title documentation.
- M. Perform survey if necessary.
- 1) PennDOT conveyances are generally based on a plot plan showing the area being conveyed and all or part of the tract of land from which it will be conveyed.
 - 2) A metes and bounds description may be acceptable if it is supported by a sealed survey for PennDOT review. Confirm with PennDOT prior to performing a field survey. Review by PennDOT's Survey Unit typically requires verification of the point of beginning and subsequent deed calls, which can be impractical.
 - 3) Obtain permission to enter property before surveying.
 - 4) Survey wells and septic systems, all buildings, commercial signs, and private and public utilities which are adjacent to the highway corridor.
 - 5) Locate miscellaneous property corners readily available along the highway corridor.
 - 6) Survey references should conform to [PennDOT Publication 122M, Survey and Mapping Manual](#).
- N. Prepare final RW plans.
- 1) These drawings document the extent of the new RW in PennDOT's record keeping system. In order to do so, the USER is required to generate a plan depicting the RW that will be deeded to PennDOT. This plan shall generally follow the procedures set forth in Design Manual Part 3, Chapter 3 for generating drawings authorizing the acquisition of RW for PennDOT projects as modified

for excess maintenance work projects.
Use only 22" X 34" sheet size.

- 2) Where only a few properties are involved and the areas to be acquired are minor, the right-of-way plan can be a simple, one or two page plan that need not depict related proposed highway construction features. See DM3, Chapter 3, Section 3.0.G (Simplified Right-of-Way Plans). Otherwise, typical drawings can be organized as follows:

- a. SHEET 1 – Title Sheet to include special title and signature blocks for District Executive and Secretary of Transportation. Appropriate personnel, such as the District Plans Engineer, District Chief of Surveys, and/or District RW Administrator, should review the plan prior to signature. The title sheet will need to contain a recording block because the plan will be recorded.
- b. SHEET 2 – Index Sheet which may be combined with Sheet 3 if a one-sheet presentation is being used. [See DM3, Section 3.3, pages 3-20, et seq.]
- c. SHEET 3 – Typical Section Sheet [See DM3 Section 3.4, pages 3-25, et seq.]
- d. Sheet 4 – Plan Sheet showing the proposed work area with legal and required occasional flowage easement designated. The areas that will be deeded to PennDOT should be designated as 'required occasional flowage easement to be deeded to the Commonwealth.' Show all dimensions, plus(s)/offsets, and geometric data. If the centerline of the road is relocated, it must be clearly referenced and dimensioned from the existing centerline [See DM3, Section 3.5, pages 3-40, et seq.].
- e. SHEET 5 – Property Plot Plan (formally known as Property Plat) of parcel from which the RW is being acquired. Check with District Maintenance Unit if this sheet is required as determined in consultation with the District RW Administrator or other real estate expert (discuss during pre-meeting).

Identify deed information on plot. Fit plots to topographic features. Mark proposed RW monument points. Include all other slope easements, drainage easements, utility easements, etc. [See DM3, Section 3.6, pages 3-50, et seq.]

- 3) Calculate preliminary areas and complete the information block Title Block [See DM3 Section 15.1, page 15-4 for sample]. Remove the word "Claim."
 - 4) Drawings will be reviewed by the District Maintenance Unit and other District personnel deemed appropriate such as the District RW Administrator, District Surveyor, District Plans Engineer and District Utility Administrator, and the assigned Central Office Field Liaison Engineer.
 - 5) Stamp reproducible drawings with those of the Professional Land Surveyor and Professional Engineer responsible for the plans.
 - 6) Sign the RW plan Title Sheet.
 - 7) PennDOT process for execution by Secretary of Transportation.
 - 8) District to insure acquisition of the new RW is properly filed and documented for future reference and use by the District and others.
- O. Resolve utility/environmental issues.
- P. Deed delivered and approved by District.
- 1) Form M-4902E (Occasional Flowage Easement Deed) shall be used to convey the needed RW from the USER to PennDOT.
 - 2) Must first be conveyed to the USER and then by the USER to PennDOT in one deed using the deed form.
 - 3) The deeds utilize a plot plan referenced as an exhibit. A metes and bounds description should not be used.
 - 4) The USER is required to provide title documentation (preferably a record owner and lien certificate) updated within 15 days of the date the land will

be conveyed to PennDOT. All exceptions to title must be addressed and removed as determined necessary by PennDOT. Liens must generally be removed from the property conveyed.

- 5) Once the executed deed is obtained, the District must review and approve the deed and the plot plan or description before it is recorded (by the applicant if requested by PennDOT).

Q. Allow roadway work to be performed.

- 1) All negotiations must be settled and the approved deed (with approved plot plan and title documentation) must be executed prior to allowing the roadway work to begin.
- 2) The RW plan must likewise be completed and approved prior to allowing roadway work to begin.

R. Record RW plan.

- 1) The District Maintenance Unit, along with the District RW Administrator will, preferably during a pre-meeting, provide and explain the recordation process based on PennDOT recording needs and the applicable county recording requirements.
- 2) Costs associated with the county's recordation process are the responsibility of the applicant.

15.14 CONSTRUCTION SPECIFICATIONS AND REFERENCE MANUALS

Please note the referenced specifications and manuals. All plans should be submitted in accordance with all the Department of Transportation's Publications including, but not limited to Publication 408. The following is not necessarily a total list:

INFORMATIONAL PUBLICATIONS

1. [Publication 2](#) – Project Office Manual
2. [Publication 4](#) - Conducting Business with the Pennsylvania Department of Transportation
3. [Publication 8](#) - Construction Manual

4. [Publication 13M](#) - Design Manual Part 2: Highway Design
5. [Publication 14M](#) - Design Manual Part 3: Plans Presentation
6. [Publication 15M](#) - Design Manual Part 4: Structures
7. [Publication 16M](#) - Design Manual Part 5: Utility Relocation
8. [Publication 19](#) – Pennsylvania Test Methods (PTM's)
9. [Publication 23](#) - Bureau of Maintenance and Operations Manual
10. [Publication 27](#) - Specifications - Bituminous Materials (Bulletin 27)
11. [Publication 33](#) - Shoulder and Guide Rail Condition
12. [Publication 46](#) - Traffic Engineering Manual
13. [Publication 73](#) - Drainage Condition Survey Field Manual
14. [Publication 111M](#) - Traffic Control Pavement Markings & Signing Standards TC 8600 & 8700
15. [Publication 148](#) - Traffic Standards (TC-7800 Series) Signals
16. [Publication 218M](#) – Standards for Bridge Design – BD-600
17. [Publication 236M](#) - Handbook of Approved Signs
18. [Publication 282](#) - Highway Occupancy Permit Guidelines
19. [Publication 336](#) - Automated Pavement Conditions Surveying Field Manual
20. [Publication 343](#) - CRC and Unpaved Roads Condition Surveying Field Manual
21. [Publication 447](#) - Approved Products for Lower Volume Local Roads
22. [Publication 464](#) - Maintenance Field Reference for Erosion and Sedimentation Controls Design
23. [Publication 584](#) - PennDOT Drainage Manual Construction/Inspection

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Weight Restricted Highways Program Release of Security (Form M-4902C) 15A-86

NORMAL MAINTENANCE VS. EXCESS MAINTENANCE ON PAVED HIGHWAYS		
ACTIVITY	NORMAL MAINTENANCE	EXCESS MAINTENANCE
Pothole patching	No patching required until 3 years after a roadway has been paved and/or seal coated; otherwise, when needed but not more than once a year. Bridge – as needed for normal traffic.	Pothole or wheel depressed areas after roadway has been scratched and seal coated within a 3 year period; otherwise, when needed. Bridge – as needed based on USER damage.
Shoulder cutting or grading	3 to 4 year cycle	Anything more often than 3 to 4 year cycle. Shoulder build-up due to USER's truck running off edge of pavement. Shoulder cutting or grading due to roadway being pushed down.
Inlet and ditch cleaning /Bridge deck and scupper cleaning	As needed due to gradual sediment. Bridge – each Spring	As needed due to run-off from USER's approach, shoulder deterioration arising from USER's trucks running on shoulders, ditches pushed shut by USER's trucks riding on shoulders. Bridge – as needed for dirt/material from USER's operations.
Pipe replacement	When pipe wears out (25-30 years).	Pipe crushed or damaged due to USER's heavy hauling activities.
Pipe flushing	As needed due to gradual build-up of debris.	As needed due to run-off from USER's approach, shoulder deterioration arising from USER's trucks running on shoulders, pipe blocked as result of USER's trucks riding on shoulders.
Signing & Delineation	As needed due to routine sign upgrading or replacement.	Weight restriction signing and any signing needed due to roadway condition or hauling activities. NOTE: PennDOT will install the weight restriction signing.
Line Striping	Once per year for specific roadways.	Line striping needed due to repairs or activities, including any temporary striping or markings needed.
Snow Removal and Winter Traffic Services	Regular and routine as part of PennDOT's winter traffic services.	Additional winter traffic services provided by PennDOT to address issues caused by permittee, for example, icy spots due to water spilled on the roadway.
Guiderail/Bridge Barrier Updates	As funding is available	Update required due to USER's paving, preventative maintenance, damage, or other repairs.

NORMAL MAINTENANCE VS. EXCESS MAINTENANCE ON PAVED HIGHWAYS		
ACTIVITY	NORMAL MAINTENANCE	EXCESS MAINTENANCE
Guiderail Reset/Bridge Transition	As funding is available	Guiderail adjustment is due to USER's paving, preventative maintenance, or other repairs, and is suitable for resetting/transitioning to bridge.
Drainage Modifications	Case by case basis.	Any modifications required due to USER's repair or activities.
Grading and Shaping *	Spring and Fall. Material to stabilize	Grading and shaping beyond normal maintenance. Bridge – as needed from USER's activities.
Dust Palliative *	Once a year (in front of house).	Anything more often than once a year.
Grading and Shaping/ Bridge Approach Settlement **	Not applicable	As needed
Dust Palliative **	Not applicable	Dust oil the entire length as needed.

* Applies only to stabilized highways.

** Applies only to paved highways that have reverted to stabilized highways. PennDOT's goal is to totally avoid this situation.

CHECKLIST FOR ENTERING INTO AN EXCESS MAINTENANCE AGREEMENT

- District contacts USER or USER contacts district.
Obtain following information:
 - M-4902APP – Application to Add or Remove a Section of Highway (EMA)
 - M-4902APPL – Letter of Local Determination – Application to Add or Remove a Section of Highway
- Department discusses with USER their potential activity to determine need to enter into an agreement and Type of agreement. (Determined generally by the type of heavy hauling operation.)
 - Type 1 Agreement - Authorizes use of a particular highway or portion of highway by an over-posted-weight vehicle.
 - Type 2 Agreement - Authorizes use of a particular highway or portion of highway by any number of over-posted-weight vehicles being driven to or from a common destination.
 - Type 3 Agreement - Authorizes use of specific posted highway or portions of a highway by an over-posted-weight vehicle.
 - De minimis operations - (Local Letter) – Hauling activity that cannot be self-certified and that is not related to an At-Risk Industry.
 - At Risk Industry - (Local Letter) – Those industry sectors defined by the Department of Labor and Industry as having experienced a 20% or more decline in statewide employment between 2002 and 2011.

Determine who is to do maintenance.

- Option “A” Damages repaired by the department and/or its contractor
- Option “B” Damages repaired by the USER or USERs contractor(s).
- Explain initial, interim and final and condition survey inspection(s) procedure.

Explain any charges (actual costs)

- Costs directly charged to inspections, mobilizations, labor, equipment, administrative, etc.
- Determine if any other USERs have a permit on the same SR(s)
If Yes, contact other USER(s) for the following: _____
- Determine share of responsibility for damages

Determine amount and type of security.

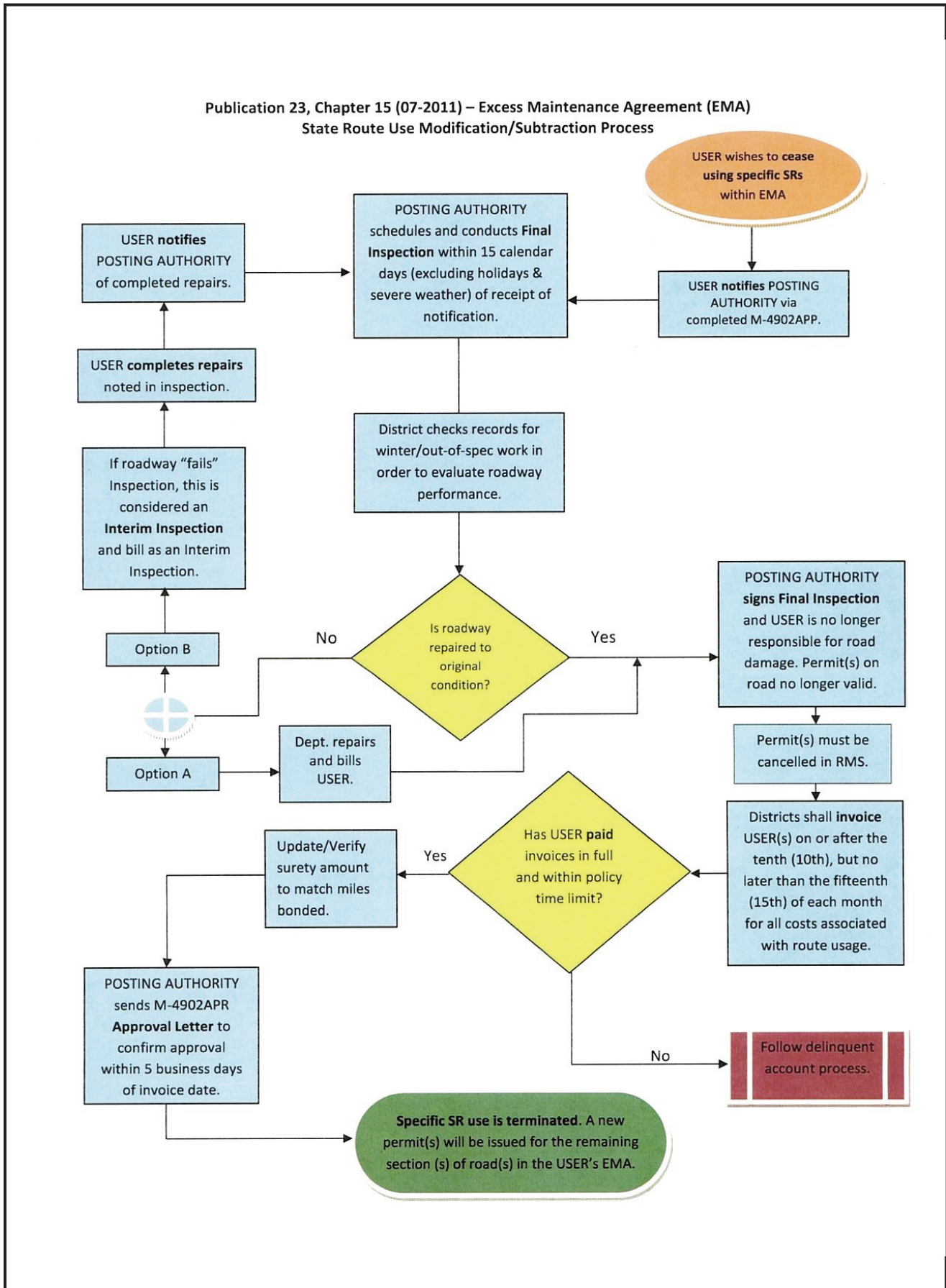
- Performance Bond
- Irrevocable Letter of Credit
- Other–Specify Type _____
- If none exists, set-up WBS Element(s) (USER and SR) in SAP for Billing purposes in accordance with the finance circular “Weight Restricted Posted Highway Invoicing”
- Assign an Agreement Number and complete agreement to extent possible.

- Enter the agreement into LATS to ensure you have a valid agreement number. (This step is critical to ensure the matching/correct agreement number appears on the security/insurance and all other agreement related documents.)
- Forward the completed agreement to USER for signature and return. USER must provide security (and Power of Attorney for Performance Bonds), and ACORD Certificate of Insurance for agreements selecting maintenance Option "B".
- Forward original agreement and all exhibits, schedules, and routing sheet to the Office of Chief Counsel for processing. Enter into LATS
- Once the Agreement is fully executed, forward a copy of the approved agreement to the USER. Maintain the original approved agreement at the Posting Authority's Office(s).
- Conduct Initial Inspection
- Assign Permit Number
- Enter Permit information into RMSPOST Sub-System
- Issue Permit to User

Additional comments, issues or concerns regarding the execution of this agreement:

Districts/Counties are encouraged to utilize this form and keep a completed copy with the specific Agreement file. (Reproduce locally)

(P:/PennDOT Shared/Posted and Bonded Roads/DOCUMENTS/Manuals and Support Documents/CHECKLIST FOR ENTERING INTO AN EXCESS MAINTENANCE AGREEMENT.docx) (Revised 04.23.2012)



M-4902APP (7-12)

**COMMONWEALTH OF PENNSYLVANIA POSTING AUTHORITY
WEIGHT RESTRICTED HIGHWAYS PROGRAM**
PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



User / Permittee: _____

Contact Person Name: _____ Phone: _____
 Email Address: _____ Mobile Phone (if available): _____

APPLICATION TO ADD OR REMOVE A SECTION OF HIGHWAY

In accordance with Excess Maintenance Agreement Number _____,
 dated _____, _____ requests the following
 permit and security changes be made.

- Proof of change in security is attached based on the Total Security Change below.
- Proof of change in security is attached, but is less / more than the value below based on the previous amount of security already associated with this agreement.
- No change in security is necessary based on the previous amount of security already associated with this agreement.

Request to **ADD** Authorization to Exceed Posted Weight Limit permits:

County	Highway	Begin Location	End Location	Miles	Industry Code See Reverse	Associated Security*

Request to **REMOVE** Authorization to Exceed Posted Weight Limit permits:

County	Highway	Begin Location	End Location	Miles	Industry Code See Reverse	Associated Security*

Total Security Added \$ _____
 Total Security Removed \$ _____
TOTAL SECURITY CHANGE \$ _____

 USER SIGNATURE DATE

If a corporation, a senior officer must sign; if a sole proprietorship, the owner must sign; if an LLC, a member must sign, or if manager-managed the manager may sign; if a partnership (including limited partnership), a general partner must sign.

 POSTING AUTHORITY SIGNATURE DATE

*Type 1 and 2 permits: \$12,500/mile for paved roads, \$6,000/mile for unpaved roads, to be maintained at a level consistent with the type of highway. Type 3 permits: \$10,000 for each county or municipality covered by the permit.

M-4902APP (7-12)

Industry Codes

Industry Code	Industry Description
C	COAL – is designated as the activities included in the site development and hauling operations from a mine site to a distribution center or end user site (i.e. coal powered electric plant)
L	LUMBER – is designated as the finished product being shipped from the mill. (NOTE: If a Type 2 Permit has been issued to the mill, the activities associated with receiving the raw materials shall also be considered lumber. This does not relieve the hauler delivering the raw material to the mill from any obligations under this program at the site where the raw materials are being produced/received.)
M	UNCONVENTIONAL OIL AND GAS – is designated as the drilling and/or well site development, maintenance and repair activities associated with the Marcellus Gas Industry. (This category is added due to the scale of these operations.) This type of drilling activity is considered vertical/horizontal greater than 1 mile deep. ¹
N	NATURAL GAS – is designated as the drilling and/or well site development, maintenance and repair activities at natural gas well/distribution sites. This type of drilling is vertical drilling less than 1 mile deep. ¹
O	OIL – is designated as the drilling and/or well site maintenance and repair activities at oil wells/distribution sites, etc. ¹
Q	QUARRY – is designated as the site where the raw materials are picked up for distribution.
T	TIMBER – is designated as the activities associated with the removal of raw materials from the forest, commonly known as logging.
U	UTILITY – is designated as activities associated with the construction, installation, repair and continued maintenance of the infrastructure utilized to provide services to the general public including potable water, electricity, sewer and storm water collection systems, phone service, cable service, etc. ¹
G	GENERAL – is designated as any activity on a weight restricted highway that does not fit any category listed above. (Examples include the delivery of raw materials necessary to construct a business or residence or residential development on a weight restricted highway.)
<p>¹ Any pipelines or other static product transmission mediums requiring a permit during the construction phase or to complete the continual maintenance and repair thereof shall be coded under the original Industry code. (EX. A pipeline constructed to deliver natural gas to a refinery or distribution center shall be coded as N)</p>	

M-4902APR (2-12)

**POSTING AUTHORITY
WEIGHT RESTRICTED HIGHWAYS PROGRAM**

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Posting Authority: _____

User/Permittee: _____

Mail Date: _____

Excess Maintenance Agreement No. _____

RE: Adding or Removing a Section of Highway

Dear _____:

The Department has reviewed the application to add/remove sections of highway in accordance with the above agreement. The request has been approved, and the agreement is hereby amended in accordance with the attached approved form. A copy of the approved form has been attached for your use. The POSTING AUTHORITY will contact the USER to schedule the Final Inspection. If you have any questions regarding this matter, please contact

_____, _____
at _____.

Sincerely,

Posting Authority Authorized Signature
Authority District _____

Enclosure:

020/

bcc: Appropriate Authority Staff
Maintenance Manager - _____

M-4902APPL (5-12)

APPLICATION TO ADD OR MODIFY LOCAL DETERMINATION
 PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



The U.S. Census Bureau NAICS Code can be found at: <http://www.census.gov/eos/www/naics/faqs/faqs.html>

User Name:		NAICS Code:	
Street Address:			
City:		State:	Zip Code:
Contact Person Name:			
Office Phone Number:		Mobile Phone Number:	
E-Mail Address:		FID Number:	

- A. Freight or Cargo most frequently hauling: 1. _____ 2. _____
- B. Industry most frequently hauling for: 1. _____ 2. _____
- C. Describe your Primary Business Activity: _____
- D. Heaviest Axle - Vehicle Type: _____ Number of Axles: _____
- E. Registered Gross Vehicle Weight (GVW): _____ ESAL Truck Factor: _____
Posting Authority Use Only
- F. Number of vehicles to carry the requested LoLD: _____
- G. Have all existing weight-restricted permits been closed-out in accordance with the
 Excess Maintenance Agreement for the requested routes? YES NO

The requested vehicle generating the largest Equivalent Single Axle Load (ESAL) will be used to calculate all authorized loads for all requested routes. Districts may issue between 0 and 10 loads per day per letter based on the structural capacity of the route, the remaining pavement life and the past requests for LoLD.

USER AUTHORIZATION

Print Name: _____

User Signature Date

POSTING AUTHORITY AUTHORIZATION

Reviewed/Approved By: _____ Date: _____

Print Name: _____ LoLD# _____

Posting Authority Signature Date

Comments:

M-4902APPL (5-12)

User Name:	County:
Move Beginning Date:	Move Ending Date:

Map of State Routes can be found at: <http://www.dot.state.pa.us/Internet/Bureaus/pdPlanRes.nsf/infoBPRCartoCountyType10>
 State Routes, Segments and Offsets can be found on the PennDOT VideoLog at: <http://www.dot7.state.pa.us/VideoLog/Open.aspx>

This Section To Be Completed by User/Applicant								Posting Authority Use Only		
State Route		Begin Location		End Location		Requested Use: Daily, Weekly, or Monthly		*Closed Out	Bonded by UOG	Authorized Loads/ESALs
#	SR	SEG	OFF	SEG	OFF	# of Loads	D, W, M	Yes/No	Yes/No	Daily
1										
2										
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*The Applicant must close-out their existing weight-posted permit on route(s) above prior to authorization for a LoLD.

M-4902APPL (5-12)

User Name:	County:
Move Beginning Date:	Move Ending Date:

Map of State Routes can be found at: <http://www.dot.state.pa.us/Internet/Bureaus/pdPlanRes.nsf/infoBPRCartoCountyType10>
 State Routes, Segments and Offsets can be found on the PennDOT VideoLog at: <http://www.dot7.state.pa.us/VideoLog/Open.aspx>

This Section To Be Completed by User/Applicant								Posting Authority Use Only		
State Route		Begin Location		End Location		Requested Use: Daily, Weekly, or Monthly		*Closed Out	Bonded by UOG	Authorized Loads/ESALs
#	SR	SEG	OFF	SEG	OFF	# of Loads	D, W, M	Yes/No	Yes/No	Daily
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*The Applicant must close-out their existing weight-posted permit on route(s) above prior to authorization for a LoLD.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

Agreement Number _____ Executed Date _____ / _____ / _____

This Excess Maintenance Agreement (“Agreement”) is made and entered into, by, and between the **POSTING AUTHORITY** and the **USER**,
_____, FID/SS Number _____, with
offices located at _____.

DEFINITIONS

Appurtenance means the property lying within the right-of-way of a highway, together with any improvement placed within this right of way.

Bridge means any structure including supports, erected over a depression or an obstruction, such as, but not limited to, water, highway, or railway and having a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than eight feet between supports Publication 100A (Bridge Management System 2 Coding Manual).

Excess Maintenance means maintenance or restoration or both that is in excess of normal maintenance (but not improvements beyond the state of repair existing at the date of the initial inspection) that is necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances of because the use of over-posted-weight-vehicles, and in accordance with the attached Exhibit “A”.

Execution Date is the date this Agreement has been fully executed by both the **USER** and the **POSTING AUTHORITY**.

Existing State of Repair shall be the condition of the highway(s), on the date upon which the initial inspection document is signed by the **USER** and the **POSTING AUTHORITY**.

Highway means any highway or bridge on the **POSTING AUTHORITY’S** system of highways and bridges, including the entire width between right-of-way lines, over which the **POSTING AUTHORITY** has assumed, or has been legislatively given, jurisdiction.

Maintenance Plan means a comprehensive schedule of **USER’S** duties relating to excess maintenance, preventative maintenance and restoration of the highway or appurtenance.

Normal Maintenance means the usual and typical activities necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances in the state of repair existing at the date of the inspection, and in accordance with the attached Exhibit “A”.

Over-Posted-Weight-Vehicle means a vehicle or combination having a gross weight in excess of a posted weight restriction.

POSTING AUTHORITY means the Commonwealth of Pennsylvania, acting through the Department of Transportation as to State highways, and appropriate state or local authorities as to all other streets and highways.

Preventative Maintenance means maintenance and restoration or both (including betterment) of a posted highway beyond and above excess maintenance, and in accordance with the attached Exhibit “A”.

Type of Permits

Type 1 Permit - A Type 1 permit authorizes use of a particular posted highway or portion thereof by an over-posted-weight vehicle. It is valid only when carried in the **USER’S** over-posted-weight-vehicle.

Type 2 Permit - A Type 2 permit authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination and is valid only when conspicuously displayed at the **USER’S** place of business.

Type 3 Permit - A Type 3 permit authorizes use of a number of specified posted highways or portion thereof by over-posted-weight vehicles and is valid only when carried in the **USER’S** over-posted-weight-vehicle.

BACKGROUND

The **USER** wishes to operate vehicles or combinations, together with loads, in excess of posted weight restrictions. The **POSTING AUTHORITY**, pursuant to 75 Pa CS § 4902 and 67 Pa. Code, Chapter 189, *Hauling in Excess of Posted Weight Limit*, is willing to permit the movement of the **USER’S** vehicles or combinations, together with loads, in excess of the posted weight restrictions, conditioned upon the execution of an approved form of security by the **USER** in favor of the **POSTING AUTHORITY**, to cover the costs of excess and preventative maintenance and restoration and all related costs, in accordance with the terms, conditions, and provisions of this Agreement.

AGREEMENT

For and in consideration of the mutual promises hereinafter set forth, the parties, intending to be legally bound, agree for themselves and their successors and assigns as follows:

Permission to Move Vehicles

1. The **POSTING AUTHORITY** will permit the **USER** to move vehicles or combinations, together with loads, in excess of the posted weight restrictions on the portion(s) of highway(s) in _____ (Geographic Location), subject to all provisions of the *Vehicle Code*, 75 Pa CS § 4902 and 67 Pa Code, Chapter 189, in accordance with Permit Type _____. The specific highways authorized for use by over-posted-weight vehicles and the security amount(s), for the purposes of this Agreement, shall be listed on the document titled “Authorization to Exceed Posted Weight Restrictions” and made a part of this Agreement by reference as though physically attached.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

Multiple Users

2. If more than one **USER** seeks to obtain a Type 1 or Type 2 permit to operate overweight vehicles on weight restricted highways that are the subject of an active permit held by another **USER**, the prospective and current **USERS** may agree among themselves as to their relative responsibility for the cost of excess maintenance and each **USER** may then enter into an Agreement with the **POSTING AUTHORITY** to be billed according to their agreed upon shares. If the **USERS** cannot agree upon their relative responsibility, the **POSTING AUTHORITY** will determine the relative shares and will enter into Agreements with and accept security from any **USER** agreeing to such determination. The preceding shall apply even if one or more **USERS** have already entered into an Agreement and posted security when another **USER** expresses the desire to obtain a permit to operate on the same highway.

Haulers Without Permits

3. The **USER** will promptly notify the **POSTING AUTHORITY** if it becomes aware of any unpermitted haulers that are exceeding the posted weight limits on the roadways that are the subject of this Agreement.

Responsibility of USER

4. The portion(s) of posted highway(s) and appurtenances shall be maintained to a level consistent with the existing state of repair and the requirements included in the attached Exhibit "A". The **USER** may be required to provide a Maintenance Plan detailing expected maintenance procedures and related items to be employed by the **USER**. The Exhibit "A" may include a maintenance plan or a reference to a maintenance plan, which if referenced shall be a part of Exhibit "A" as though physically attached. The nonperformance of normal maintenance by the **POSTING AUTHORITY** shall under no circumstances constitute grounds for an offset or credit against any excess maintenance, preventative maintenance or restoration responsibilities of the **USER**.

The **POSTING AUTHORITY** shall determine, in its discretion, whether the excess and preventative maintenance and restoration are satisfactory.

Inspections and Roadway Condition Surveys

5. The **USER** and the **POSTING AUTHORITY** agree inspections shall be made in order to determine the condition of the portion(s) of the posted highway(s) and appurtenances. The inspections should be conducted jointly by the **POSTING AUTHORITY** and the **USER**; however, the absence of the **USER** shall not prevent the inspection from being conducted. The **POSTING AUTHORITY** shall prepare a document describing the condition of the posted highways(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the **USER** may be liable. Photographs and video may also be taken. The documents and photographs and video (if taken), of the initial inspection, shall be incorporated by reference as though physically attached and made a part of this Agreement. The **USER** shall pay all costs associated with the inspections and roadway condition surveys.

- a) **Initial Inspection** - Upon full execution of this Agreement and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the posted highways(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the **USER** will not be liable.
- b) **Interim Inspection** - The **POSTING AUTHORITY** may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the **USER** may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided.
- c) **Final Inspection** - A final inspection of the posted highway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the **USER** may be liable.
- d) **Roadway Condition Survey** - The **POSTING AUTHORITY** may conduct frequent, but less detailed surveys of the roadway to determine overall condition and identify any areas in need of repair. The survey will be performed when the type or volume of the hauling operation poses an increased risk of roadway damage or threat to public safety.

Performance of Excess and Preventative Maintenance and Restoration

6. Excess and preventative maintenance and restoration shall be performed in accordance with maintenance option A / B (circle one) below.

OPTION "A"

The excess and preventative maintenance and restoration shall be performed by the **POSTING AUTHORITY'S** maintenance forces and/or a contractor(s) selected by the **POSTING AUTHORITY** through its prescribed procedures. The excess and preventative maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4 (above). The work shall be in conformance with Pennsylvania Department of Transportation's specifications (*Publication 408* and supplements thereto) and shall be supervised and inspected by the **POSTING AUTHORITY**.

The **POSTING AUTHORITY** may invoice the **USER** for the estimated cost of repairs using either the latest maintenance contract prices or the latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted on the roadway condition survey, interim inspection and/or final inspection. The **USER** agrees to reimburse the **POSTING AUTHORITY** for all estimated costs. The **POSTING**

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

AUTHORITY will provide a final invoice, or reimbursement for over-payment, when the actual maintenance and/or restoration work have been completed and actual costs are known.

The **USER** shall submit full payment to the **POSTING AUTHORITY** within 15 calendar days from the date of invoice. If the **USER** fails to make full payment, the **POSTING AUTHORITY** may in its discretion exercise its right under paragraph 10 below.

OPTION "B"

All excess and preventative maintenance and restoration shall be performed by the **USER** and/or its contractor(s). All excess and preventative maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4 (above). The work shall be in conformance with Pennsylvania Department of Transportation Specifications (*Publication 408* and supplements thereto).

The **USER** shall notify the **POSTING AUTHORITY** not less than three working days in advance of performing any excess and preventative maintenance and restoration. The **POSTING AUTHORITY** reserves the right to monitor or direct any excess and preventative maintenance or restoration. The **USER** shall reimburse the **POSTING AUTHORITY** for any expenses so incurred by the **POSTING AUTHORITY**.

All excess, preventative maintenance, and restoration associated with bridges, shall be specifically developed in a memorandum by the **POSTING AUTHORITY** and directed to the **USER** for completion.

If performance Option B has been agreed to, the **USER** shall:

- a) Provide proper traffic protection at all times during excess and preventative maintenance and restoration. This protection shall comply with the work area traffic control requirements as contained in the Pennsylvania Department of Transportation's specifications (*Publication 408* and supplements thereto and the Pennsylvania Department of Transportation's *Publication 213*).
- b) Provide proper environmental and erosion and sedimentation controls in accordance with Publication 408, Section 107.
- c) Comply with the requirements of 25 Pa Code Chapter 102, *Erosion and Sediment Control and Stormwater Management*, 25 Pa Code Chapter 92a, *National Pollutant Discharge Elimination System Permitting, Monitoring and Compliance*, 25 Pa. Code Chapter 105, *Water Obstruction and Encroachment Permitting*; and any other applicable Federal, State, or local laws, ordinances or regulations.
- d) Obtain all applicable permits and comply with the conditions included in said permits.
- e) Indemnify, save harmless, and defend (if requested) the **POSTING AUTHORITY** and its officers, agents, and employees, from all suits, actions, civil penalties, or claims of any character, name, or description brought for or on account of any violation of law/permit, injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of the posted highway(s) and appurtenances to be repaired, by or for the **USER** or its officers, agents, employees, contractors, or representatives, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect, or misconduct of the **USER** or its officers, agents, employees, contractors, or representatives, during the performance of the work. In addition to any notice provided by a third party insurance company, the **USER** shall also notify the **POSTING AUTHORITY** of any change in insurance coverage, including but not limited to the **USER's** cancellation of its policy. In no event shall any maintenance or restoration activities be performed by the **USER**, or its officers, agents, employees, contractors, or representatives, without the requisite level of insurance and there shall be no lapse in coverage at any time during the duration of this Agreement.
- f) Provide evidence to the **POSTING AUTHORITY** of public liability insurance for bodily injury and property damage in the minimum amounts of \$250,000 per each person and \$1,000,000 each occurrence. This insurance shall be occurrence based. The insurance policy shall cover any loss that might occur during the performance of any excess and preventative maintenance or restoration by the **USER**, or its officers, agents, employees, contractors, or representatives. The **POSTING AUTHORITY** shall be named as an additional insured on the certificate of insurance. A copy of the certificate of insurance shall be attached to this Agreement as Exhibit "H". This insurance shall neither be changed nor cancelled without thirty (30) calendar days' advance written notice of such change or cancellation, excepting fifteen (15) days' advance written notice of cancellation for nonpayment of premium. This advance written notice of change or cancellation shall be forwarded to the **POSTING AUTHORITY'S** office located at _____.
- g) Promptly perform excess and preventative maintenance and restoration as needed pursuant to the requirements included in Exhibit "A". If the **POSTING AUTHORITY** determines that the **USER** is not maintaining or restoring the portion(s) of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4 (above), the **POSTING AUTHORITY** will notify the **USER**, in writing, of this determination and the **USER** shall promptly perform the required excess maintenance, preventative maintenance or restoration.

Security

7. To secure the performance of the **USER'S** obligations, the **USER** shall execute and deliver to the **POSTING AUTHORITY** the following type(s) of security, pursuant to 67 PA Code, Chapter 189, *Hauling in Excess of Posted Weight Limit*.

- A. Irrevocable Letter of Credit
- B. Performance Bond
- C. Other Security Acceptable to the **POSTING AUTHORITY**. (Specify Type) _____.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

This Agreement, together with the type(s) of security provided, may be filed in the appropriate prothonotary's office or other registry in a manner and at such time and frequency as the **POSTING AUTHORITY** deems proper. The **USER** shall pay the costs of such filings.

A copy of the security(s) and any supplemental security Agreement shall be attached to this Agreement as an Exhibit "G".

USER irrevocably authorizes any prothonotary, clerk of court, or attorney, in any action commenced for recovery of any amounts due and payable under this Agreement, to assess damages, confess a judgment, and issue writs of execution and/or attachment, without further notice or process, in favor of the **POSTING AUTHORITY**, from time to time and in such amounts as determined by the **POSTING AUTHORITY**. **USER** hereby releases **POSTING AUTHORITY** or any person acting on behalf of **POSTING AUTHORITY** from any liability whatsoever related to entering judgment and executing upon said judgment against **USER**.

Liability of USER

8. The **USER** shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement, including but not limited to costs related to inspections, roadway condition surveys and administration costs.

The **USER** agrees to pay all invoices promptly.

The **USER'S** liability shall not be limited to the total amount of security provided.

The **USER** shall be responsible for third party vehicle and property claims that arise as a result of the **USER** activities.

For maintenance and restoration costs, the **USER** agrees that the **POSTING AUTHORITY** is under no obligation to prove that the **USER** caused the damage.

Termination

9. The **USER** and the **POSTING AUTHORITY** retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate. As soon as possible after receipt of such notice, the **POSTING AUTHORITY** and the **USER** shall conduct a final inspection of the posted highway(s) and appurtenances.

The posted highway(s) and appurtenances shall be restored to a level consistent with that agreed to in Paragraph 4 (above). Restoration shall be performed by the party(s) agreed to in Paragraph 6 (above).

Upon notice of completion of all required work and reimbursement of all costs incurred by the **POSTING AUTHORITY**, this Agreement shall be terminated and of no further force or effect and all security delivered to the **POSTING AUTHORITY** by the **USER** shall be released.

Remedies

10. If the **USER** fails to comply with any provisions of the Agreement, the **POSTING AUTHORITY** may at its discretion:

- a) Notify the **USER** of noncompliance with the Agreement.
- b) Require additional security pursuant to Paragraph 12, below.
- c) Require additional plans or details to show how the **USER** will restore compliance with this Agreement.
- d) Suspend the **USER'S** permission to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any posted highway(s) until the **USER** is in compliance with this Agreement.
- e) Revoke the **USER'S** permission to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any posted highway(s).
- f) The **POSTING AUTHORITY** may elect to maintain or restore the portion(s) of the posted highway(s) and appurtenances with the **USER** reimbursing the **POSTING AUTHORITY** for all costs so incurred.
- g) Proceed against security provided pursuant to Paragraphs 7 and 12 (below)
- h) Terminate this Agreement pursuant to Paragraph 9.
- i) Any other remedies allowed by law.
- j) Any or all of the above.

Closing of Highways

11. This Agreement shall not prohibit the **POSTING AUTHORITY** from closing a highway or bridge to any vehicle or combination in excess of a specific weight if such closing is authorized by law and is necessary for safety, or is a temporary closing due to climatic conditions or an Act of God or war.

Additional Security

12. The **POSTING AUTHORITY** shall have the right to require additional security upon that date the **POSTING AUTHORITY** determines, in its discretion, that the aggregate amount of damage to the posted highway(s) exceeds 75% of the face amount of the security furnished, or the amount published in 67 PA Code Chapter 189(d)(4), as amended, as of the date the **POSTING AUTHORITY** requires the additional security. If additional security is required, it shall be retained by the **POSTING AUTHORITY** until all excess maintenance and/or restorations have been completed. Failure to provide such additional security as is required shall constitute a breach of this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

Right-to-Know

13. The *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, as amended, applies to this Agreement. This Agreement is subject to, and the USER shall comply with, the clause entitled *Contract Provisions-Right to Know Law 8-K-1532*, as amended, which is attached as Exhibit "B" and made part of this Agreement.

Contractor Provisions

14. The USER agrees to comply with the *Contractor Responsibility Provisions*, current version, which is attached as Exhibit "C" and made part of this Agreement, the *Provisions Concerning the Americans with Disabilities Act*, current version, which is attached as Exhibit "D" and made a part of this Agreement, the *Contractor Integrity Provisions*, current version, which is attached as Exhibit "E" and made a part of this Agreement, the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, current version, which is attached as Exhibit "F" and made a part of this Agreement.

Compliance with all Federal, State, and Local Law

15. If the USER is notified by any federal, state, or local agency that it is not in full compliance with any federal, state, or local law, regulation, or ordinance associated with preventative and excess maintenance, the USER shall immediately correct any such violation or deficiency and shall cease all preventative and excess maintenance until the USER is in full compliance. The USER shall provide the POSTING AUTHORITY with written notice within one working day of any such notification.

Non-waiver

16. The failure by the POSTING AUTHORITY to require performance by the USER of any provision of this Agreement shall not affect the POSTING AUTHORITY'S right to require performance at a time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default, or a waiver of the provision itself.

Severability

17. If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Choice of Law and Forum

18. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. Venue for any dispute arising under this Agreement shall be in the Commonwealth of Pennsylvania.

Agreement Supplementation

19. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties and may not be transferred or assigned without the prior written consent of the parties hereto. This Agreement may be modified or amended by letter amendment to add or subtract routes, increase or decrease the security amount or type, or amend any maintenance plan submitted pursuant to this Agreement or its exhibits. For Commonwealth parties, letter amendments may be signed solely by the District Administrator or his or her authorized designee.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

▼ DO NOT WRITE BELOW THIS LINE--FOR USER USE ONLY ▼

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

USER Phone Number: () - USER Fax Number: () -

ATTEST:

_____ Signature		_____ Date		BY _____ Signature		_____ Date	
_____ Attest Title				_____ Authorized Signatory Title			

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a Sole Proprietorship, only the owner must sign; if a Partnership, only one partner need sign; if a Limited Partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

▼ DO NOT WRITE BELOW THIS LINE--FOR POSTING AUTHORITY USE ONLY ▼

_____ Name of POSTING AUTHORITY	By: _____ Signature	_____ Date
------------------------------------	------------------------	---------------

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

APPROVED AS TO LEGALITY AND FORM

BY _____
For Chief Counsel Date

Preapproved Form:
OGC No. 18-K-4040
Approved OAG April 21, 2011

(Revised 7.11)



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF TRANSPORTATION
 EXCESS MAINTENANCE AGREEMENT

CHECKLIST FOR ENTERING INTO AN EXCESS MAINTENANCE AGREEMENT

Chapter 15 Appendix Form 1

<input type="checkbox"/>	District contacts user or user contacts district.
<input type="checkbox"/>	Obtain following information:
<input type="checkbox"/>	Company name or corporation name (as it appears on their corporate seal)
<input type="checkbox"/>	Mailing address
<input type="checkbox"/>	Federal Identification Number or Social Security Number
<input type="checkbox"/>	Telephone number and contact person
<input type="checkbox"/>	Department discusses with User their potential activity to determine need to enter into an agreement and Type of agreement. (Determined generally by the type of heavy hauling operation.)
<input type="checkbox"/>	<u>Type 1 Agreement</u> Authorizes use of a particular highway or portion of highway by an over-posted-weight vehicle.
<input type="checkbox"/>	<u>Type 2 Agreement</u> Authorizes use of a particular highway or portion of highway by any number of over-posted-weight vehicles being driven to or from a common destination.
<input type="checkbox"/>	<u>Type 3 Agreement</u> Authorizes use of specific posted highway or portions of a highway by an over-posted-weight vehicle.
<input type="checkbox"/>	Determine who is to do maintenance.
<input type="checkbox"/>	Option "A" Damages repaired by the department and/or its contractor
<input type="checkbox"/>	Option "B" Damages repaired by the User or Users contractor(s).
<input type="checkbox"/>	Explain any charges
<input type="checkbox"/>	Type 1, 2 or Cooperative Agreement Permit = Administration + inspection costs.
<input type="checkbox"/>	Type 3 Permit = \$15 Permit Fee + administration costs + inspection costs.
<input type="checkbox"/>	Determine if any other users have a permit on the same SR(s) If Yes, contact other user(s) for the following:
<input type="checkbox"/>	Attempt to have new user utilize the existing users permit
	Or
<input type="checkbox"/>	Determine share of responsibility for damages
<input type="checkbox"/>	Explain preliminary, interim and final inspection procedure. (If use of posted highway is required immediately, arrange preliminary inspection at this time.)
<input type="checkbox"/>	Conduct a preliminary inspection
<input type="checkbox"/>	Determine amount and type of security.
<input type="checkbox"/>	Performance Bond

(Revised 7.11)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
EXCESS MAINTENANCE AGREEMENT

<input type="checkbox"/>	Irrevocable Letter of Credit
<input type="checkbox"/>	Set-up WBS Element in SAP for Billing purposes (Billing includes permit fees, inspection fees, and payment for or repair of any damages)
<input type="checkbox"/>	Complete agreement to extent possible and forward to user to execute and return. User must provide security and certificate of insurance
<input type="checkbox"/>	Review agreement for accuracy. Insure all exhibits and schedules are attached. <ul style="list-style-type: none"> <input type="checkbox"/> Exhibit "A" Special Terms and Conditions <input type="checkbox"/> Exhibit "B" - Right-to-Know Clause <input type="checkbox"/> Exhibit "C" - Contractor Responsibility Provisions Clause <input type="checkbox"/> Exhibit "D" - Provisions Concerning The Americans with Disabilities Act Clause <input type="checkbox"/> Exhibit "E" - Contractor Integrity Provisions <input type="checkbox"/> Exhibit "F" - Commonwealth Nondiscrimination/Sexual Harassment Clause <input type="checkbox"/> Exhibit "G" – (either) the Irrevocable Letter of Credit or the Performance Bond <input type="checkbox"/> Exhibit "H" - Certificate of Insurance - for all agreements <input type="checkbox"/> Exhibit "I" – Schedule of Typical cross Section
<input type="checkbox"/>	Assign agreement number. (8xyyy)
<input type="checkbox"/>	Forward original agreement and all exhibits, schedules, and routing sheet to the Office of Chief Counsel for processing.
<input type="checkbox"/>	Once the Agreement is fully executed, forward a copy of the approved agreement to the user. Maintain the original approved agreement at the district office.
<input type="checkbox"/>	Issue Permit (Form M4902A number assigned by district).
Additional comments, issues or concerns regarding the execution of this agreement.	

Districts/Counties are encouraged to utilize this form and keep a completed copy with the specific Agreement file. (Reproduce locally)

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF TRANSPORTATION
 WEIGHT RESTRICTED HIGHWAYS PROGRAM



AGREEMENT ROUTING SHEET

Type of Agreement EXCESS MAINTENANCE AGREEMENT
 EXCESS MAINTENANCE ASSIGNMENT AGREEMENT

Agreement Number _____

Party _____

City _____

County _____

Form Number M-4902EMA Excess Maintenance Agreement
 M-4902AA Excess Maintenance Assignment Agreement

Federal ID Number _____

Amount _____

SAP Vendor Number _____

PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

EXECUTION PROCESS	RECEIVED	RETURNED
District Executive or Designee For Signature and Date on Agreement Engineering District _____		
Office of Chief Counsel For Review and Approval Commonwealth Keystone Building, 9th Floor, Harrisburg, PA Engineering District _____		
Final		

DISTRIBUTION (1 copy each):

Copy to Contractor

Original to: Engineering District _____

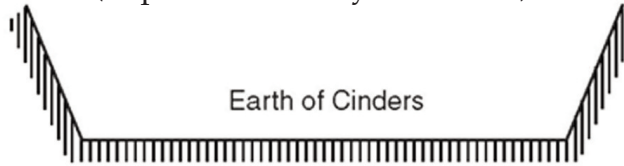
Attention:

Telephone #:

E-Mail Address:

PAVEMENT TYPES

(Reproduce Locally as needed)



Earth of Cinders

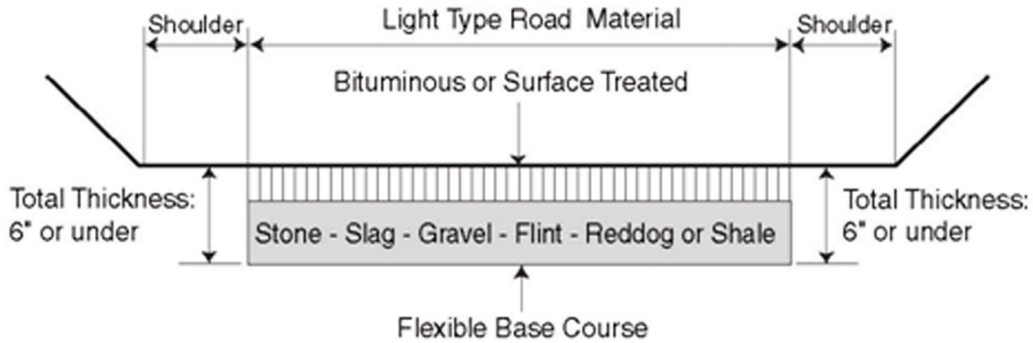
TYPE 20 HIGHWAY



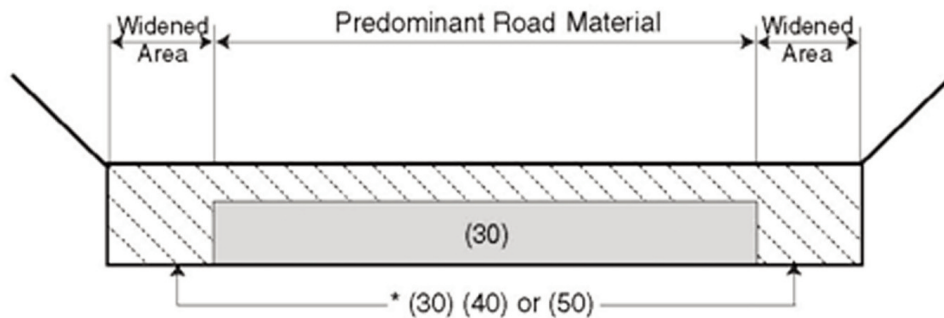
Surfaced Road

Stone - Slag - Shale - Gravel
Stabilized Earth - Traffic Bound, etc.

TYPE 40 HIGHWAY



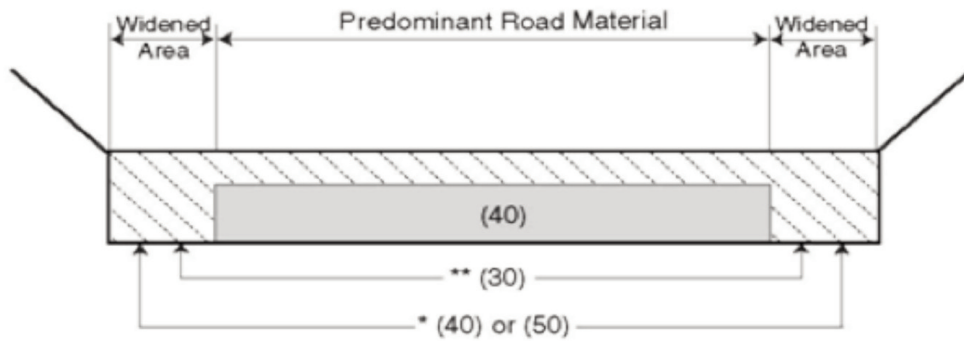
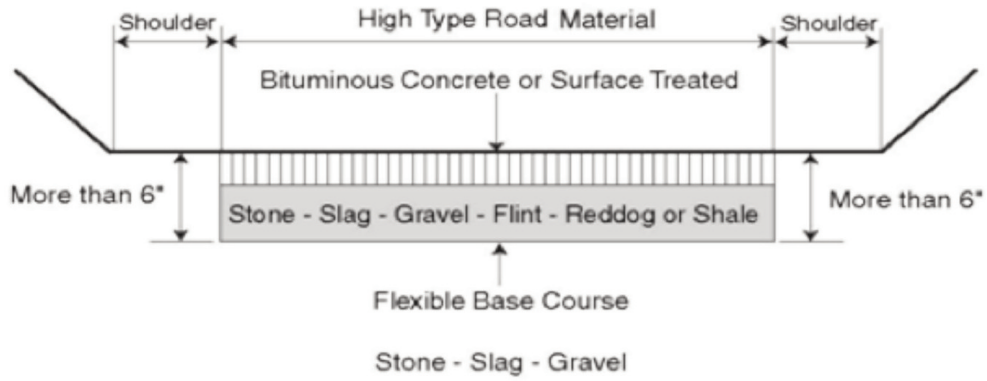
Roads with Flint, Reddog, Shale Base or any
run of Bank Material or more than 6" Total
Thickness, still remain Type (52)



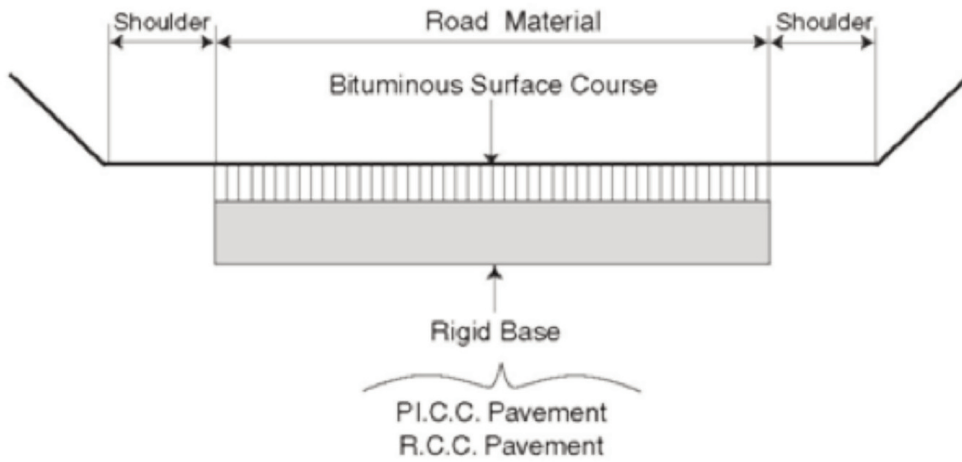
TYPE 52 HIGHWAY

PAVEMENT TYPES (CONTINUED)

(Reproduce Locally as needed)



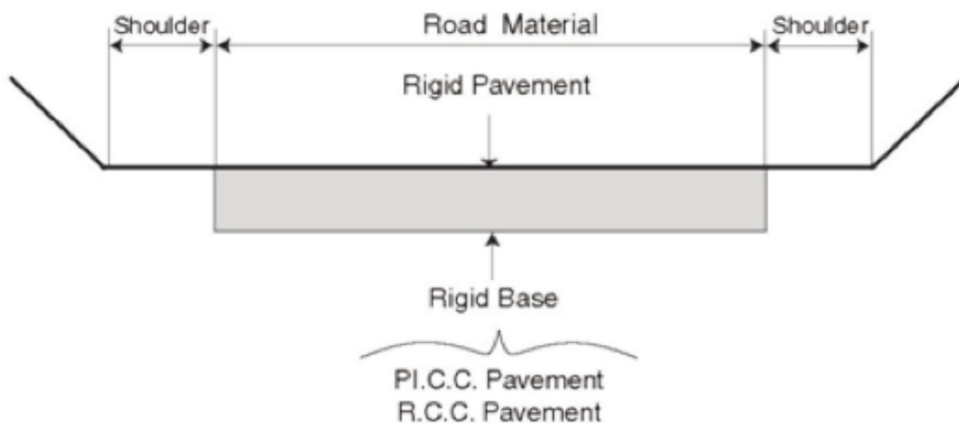
TYPE 61 HIGHWAY



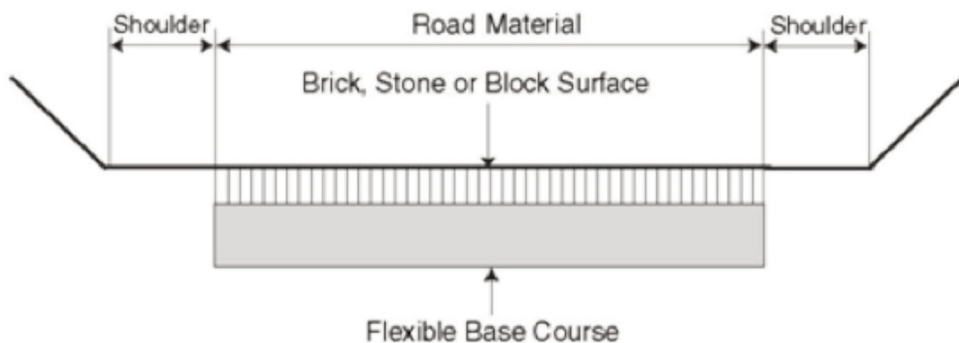
TYPE 62 HIGHWAY

PAVEMENT TYPES (CONTINUED)

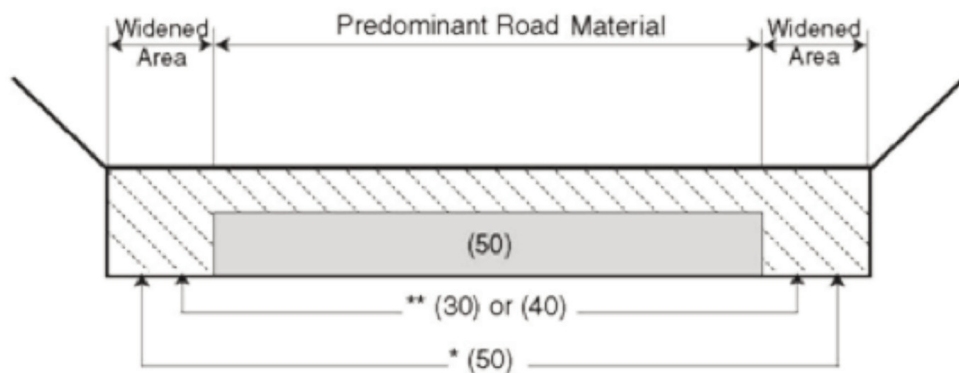
(Reproduce Locally as needed)



TYPE 71 HIGHWAY



Block Surface consists of Wood or Asphalt Blocks



TYPE 80 HIGHWAY

M-4902PB (2-12)

**WEIGHT RESTRICTED HIGHWAYS PROGRAM
PERFORMANCE BOND - EXHIBIT "G"**



Performance Bond#: _____ **Dated:** _____

Expiration Date: _____ **OR Renewal Date*:** _____

*Renewals require a "Letter of Continuance" be submitted to the Posting Authority thirty (30) days prior to the bond expiration date.

Principal means _____

having a principal address located at:

Surety means _____

a public corporation having its principal place of business at:

Posting Authority means _____

Agreement means an Excess Maintenance Agreement executed between the **Posting Authority** and the **Principal**.

BACKGROUND

The **Principal** has executed an Excess Maintenance Agreement with the **Posting Authority**. Under Agreement#, _____ the **Principal** has promised to pay all costs of excess maintenance, restoration or other expenses resulting from the movement of vehicles or combinations, together with loads, in excess of gross weight restrictions on weight restricted highways.

The **Principal** and **Surety** execute this **Performance Bond** as security for the performance of this promise.

AGREEMENT

1. The **Principal** and the **Surety**, intending to be legally bound, jointly and severally, promise to pay to the **Posting Authority** the sum of \$ _____ dollars.
2. This sum shall be payable by the **Principal** to the **Posting Authority** when demand is made upon the **Principal** for any cost of maintenance and restoration or other expenses incurred by the **Posting Authority** pursuant to the Agreement.
3. The **Surety** promises to pay this sum to the **Posting Authority** if the **Principal** fails to pay after the **Posting Authority** has made demand upon the **Principal**.
4. The **Principal** and the **Surety** promise to be bound by the terms of this **Performance Bond** until the later of the date of the agreement terminates or the date all of the **Principal's** liability incurred under the agreement is totally discharged and satisfied.
5. The **Surety** may terminate its future liability under this **Performance Bond** sixty (60) days after furnishing written notice of such intention to terminate, delivered by person or by registered or by certified mail, to the **Posting Authority** at its appropriate office located at

_____ and its Comptroller's Office located at

M-4902PB (2-12)

- a. This terminator shall not affect the liability of the **Surety** and the **Principal** for any liability insured by the **Principal** under the agreement prior to the effective date of such termination, but the liability of the **Principal** and the **Surety** for any liability incurred by the **Principal** under the agreement prior to the effective date of termination shall continue beyond the date of termination until such time the **Principal's** liability is totally discharged and satisfied.
- 6. The promises of the **Principal** and the **Surety** shall not be released by any alteration of or amendment to the **Agreement**.
- 7. The **Performance Bond** shall be binding upon and insure to the benefit of the parties hereto and their respective successors in interest.
- 8. If the **Principal** and/or **Surety** fail to keep any promise under this **Performance Bond**, the **Principal** and the **Surety** authorize and empower any attorney of any court of record within the United States or elsewhere to appear for the **Posting Authority** and confess judgment against the **Principal** and/or **Surety** in favor of the **Posting Authority** as often as necessary, as of any term with or without declaration filed, without stay of execution and without presentment for such sum or sums as may be payable, together with costs of suit and attorney fees, and with release of all errors. **Principal** and **Surety** waive inquisition on any real estate and exemption of any property whatsoever, and authorize condemnation of same and immediate issuance of a **Writ of Execution**, or exemption, and release and waive relief from any and all appraisal, stay of execution, or exemption laws of any state or nation, now in force or hereinafter to be passed, to the extent such statutes may be waived.

IN WITNESS WHEREOF, the said **Principal** and **Surety** hereto have caused these presents to be duly executed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, this on _____.

ATTEST - PRINCIPAL

 Title Date Title Date

ATTEST - SURETY

 Title Date Title Date

County	State or Legislative Route	From		To	
		Segment	Offset	Segment	Offset

ISSUING AGENCY OR BONDING COMPANY

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____ PHONE: _____

M-4902LC (2-12)

**WEIGHT RESTRICTED HIGHWAYS PROGRAM
IRREVOCABLE LETTER OF CREDIT EXHIBIT "G"**



ISSUE DATE: _____
BENEFICIARY: _____
POSTING AUTHORITY: _____
USER: _____
EXPIRATION DATE: _____ **AMOUNT:** \$ _____

GENTLEMEN:

We hereby establish our **IRREVOCABLE LETTER OF CREDIT** in your favor and authorize you to draw upon it at our office, located at:

or by certificated mail directed to:

up to an aggregate amount of \$ _____.

On each occasion when a demand is made pursuant to this credit, the date and the amount of such demand shall be endorsed upon the reverse side of the last page of this letter.

This **IRREVOCABLE LETTER OF CREDIT** shall be valid until _____, and shall thereafter be automatically renewed¹ for successive one-year periods upon the anniversary of its issue.

The bank may elect not to renew the **IRREVOCABLE LETTER OF CREDIT** for a subsequent annual term sixty (60) days after notifying you by certified mail of its intention not to renew. All notices regarding this **IRREVOCABLE LETTER OF CREDIT** shall be mailed to you at:

¹Renewals require a "Letter of Continuance" be submitted to the Posting Authority thirty (30) days prior to the Letter of Credit expiration date.

You as the **BENEFICIARY** alone retain the right (a) to draw against this “**IRREVOCABLE LETTER OF CREDIT**”; and (b) to determine whether the **USER** is liable for the payment of any monies under an **EXCESS MAINTENANCE AGREEMENT** and any supplements thereto.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts will be duly honored upon presentation to the drawee, and consent to jurisdiction and venue in Pennsylvania and agree to accept said presentation by mail.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to the most current version of the International standby Practices (“ISP98”), International Chamber of Commerce, Publication No. 590, and as to matters not addressed by the ISP98, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and federal law, where applicable.

ATTEST:

Financial Institution Name

Title of Corporate
(Sec. – Treas.)

Title of Corporate Officer
(Pres.-Vice-Pres.)

¹Renewals require a “Letter of Continuance” be submitted to the Posting Authority thirty (30) days prior to the Letter of Credit expiration date.

M-4902SRS1 (5-12)

SURETY ENDORSEMENT FOR HEAVY HAULING AGREEMENT



- (Choose one) **PROSPECTIVE REPLACEMENT OF SURETY**
 RETROACTIVE REPLACEMENT OF SURETY

It is agreed and understood by the **Principal** and the **Surety**, on the _____, dated _____ to which the **Endorsement** is attached and intended to become a part of, that said _____ is submitted as an Indemnity _____ required by and pursuant to Excess Maintenance Agreement # _____, issued on _____ and that the attached _____ assumes and covers any and all liability obligations accrued and to be accrued under agreement from this date forward until such time as the **Posting Authority**, _____, shall release, in writing, such liability and obligations. For Retroactive Security Replacement it is specifically agreed and intended that the aforesaid replacement is retroactively effective from the date of the original agreement.

It is agreed and understood that the attached _____ replaces the existing Security(s) dated _____ and that in consideration of the pledge and deposit of the attached _____, the **Posting Authority** will release the existing Surety(s) of all liability under agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, sign and deliver this Endorsement, this _____ day of _____, _____.

<p>ATTEST OR WITNESS:</p> <p>By: _____ (SIGNATURE)</p> <p>By: _____ (SIGNATURE)</p>	<p>PRINCIPAL:</p> <p>By: _____ (PRINT NAME)</p> <p>By: _____ (SIGNATURE)</p> <p>_____ (TITLE)</p>
<p>ATTEST OR WITNESS:</p> <p>By: _____ (SIGNATURE)</p> <p>By: _____ (SIGNATURE)</p>	<p>SURETY:</p> <p>By: _____ (PRINT NAME)</p> <p>By: _____ (SIGNATURE)</p> <p>_____ (TITLE)</p>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 4/26/2011
Aon Risk Insurance Services West, Inc. 707 Wilshire Blvd., Ste. 2600 Los Angeles, CA 90017 License No. 0363334 Phone: 213-630-3270 Fax: 847-953-0574			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED The Delaney Group, Inc. 2736 State Highway 30 Crotonville, NY 12028			COMPANIES AFFORDING COVERAGE			
			COMPANY A National Union Fire Insurance Company of Pittsburgh, PA			
			COMPANY B Insurance Company of the State of Pennsylvania			
			COMPANY C			
			COMPANY D			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.						
CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X,C,U Coverage <input checked="" type="checkbox"/> Gen'l Aggregate Limit Applies: Per Project/Per Loc	GL 458 15 61	10/01/2010	10/01/2011	GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>				PRODUCTS - COM/POP AGG	\$ 2,000,000
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/>				MED EXP (Any one person)	\$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULE AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 826 36 72	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT	\$ 2,000,000
	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>				PROPERTY DAMAGE	\$
	<input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>				OTHER THAN AUTO ONLY: EACH ACCIDENT	\$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM - Occurrence <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/>				AGGREGATE	\$
	<input type="checkbox"/>					\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL States THE PROPRIETARY PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL <input type="checkbox"/> OTHER	WC 1477 08 06	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATE TORY LIMIT	<input type="checkbox"/> OTHER
	<input type="checkbox"/>				EL EACJ ACCIDENT	\$ 1,000,000
	<input type="checkbox"/>				EL DISEASE - POLICY LIMIT	\$ 1,000,000
	<input type="checkbox"/>				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEM Reference: Performance of highway maintenance in Fayette County of State Route(s) 2001/2002/2003/2004/0381 Excess Maintenance Agreement						
CERTIFICATE HOLDER			CANCELLATION			
Pennsylvania Department of Transportation Bonded Roads/Permits Unit P.O. Box 459 Uniontown, PA 15401			Thirty (30) days advance notice must be provided to the POSTING AUTHORITY to cancel the policy before its expiration date except 15 days for non-payment of premium.			
			AUTHORIZED REPRESENTATIVE <i>Ann Whisenant</i>			
ACORD 25 (2001/08)			© ACORD CORPORATION 1988			

M-4902ISP (5-12)

INSPECTION FORM

WEIGHT RESTRICTED HIGHWAYS PROGRAM - TITLE 75 PA C.S. §4902(a)

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Agreement Number: _____

Permit Number: _____

Posting Authority Information:

County/Municipality: _____ Type 1 Type 2 Type

Inspection Date: _____ Inspector: _____

Bondee: _____

Bondee Representative: _____ Contact Number: _____

Inspection Type: Initial Interim Final

Roadway Common Name/SR: _____

Beginning Location: _____ Ending Location: _____

Roadway Type: _____ Weight Limit: _____ Tons Length in Miles: _____

Specific Description(s) of Area(s) of Concern:

Legend:

- | | | | |
|----------------------|-------------------------|-----------------------|---------------------------------------|
| A = Alligator Cracks | AP = Asphalt Patch | BF = Base Failure | BR = Bridge |
| B = Broken | C = Corrugated/Pushing | D = Depressed | DR = Drainage |
| DU = Dust/Debris | ED = Edge Deterioration | FC = Fatigue Cracking | GR = Guiderail |
| LV = Leveling | P = Pothole | PI = Pipe | PM = Pavement Marking |
| RP = Rutting/Pushing | S = Signage | SC = Seal and Chip | SF = Shoulder Failure |
| TC = Traverse Cracks | U = Utility | V = Vegetation | M = Multiple Issues (Specify in Text) |

Photos on File: _____

SR/SEG/OFF	Deficiency	Comments

It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on the Section(s) of road(s) described herein. No hauling on the section(s) of road(s) described on this inspection memorandum is to begin until a permit has been issued by the Posting Authority.

M-4902ISP (5-12)

SR/SEG/OFF	Deficiency	Comments

Additional comments on roadway conditions:

Posting Authority Representative

Bondee Representative

Print Name

Print Name

Signature Date

Signature Date

It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on the Section(s) of road(s) described herein. No hauling on the section(s) of road(s) described on this inspection memorandum is to begin until a permit has been issued by the Posting Authority.

M-4902ISP (5-12)

Descriptions

Base Failure	Indicates failure through depth of roadway section. Roadway may dip and show other types of deterioration, but the failure is more than just surface deterioration.
Surface Alligator (Fatigue) Cracking Describe overall as one of the following	High – Average crack width > 0.25". Medium - Average crack width is > hairline to < or = 0.25". Low - Average crack width is < or = a hairline crack. None – Roadway is in general free of alligator cracking.
Rutting Describe overall rutting as one of the following;	High – Average rut depth > or = to 1". Medium – Average rut depth = 0.5" to < 1" Low – Average rut depth = 0.25" to < 0.5". None – Roadway is in general free from rutting.
Corrugated/Pushing	Asphalt material wash-boarding at intersections.
Edge Deterioration Describe overall deterioration as one of the following:	High – Average crack width > 0.5" Edge of the pavement is deteriorated and pieces of the pavement loose or missing. Medium – Average crack width is > 0.25" and < or = 0.5". The edge of pavement is becoming jagged. Low – Average crack width is > than hairline and < or = 0.25". No pavement loss. None – Roadway edges are generally in good condition.
Leveling	Re-establishment of roadway cross section measured in % or feet
Potholes	Any area where pavement surface is missing (Reported as number of potholes or % or roadway affected.)
Drainage	Areas of roadway affected by poor drainage Shoulder areas adjacent to roadway that have the potential to hold water or demonstrate continued erosion. Drop-offs of 1" or >. Drainage components to be free of debris and flowing properly.
Dust/Debris	Excessive dust and/or debris on roadway surface affecting motor vehicle control or vision.
Stormwater Pipe	Any issues related to pipes including end-wall, head-wall, alignment, restriction, etc.
Signage/Pavement Marking	To be in conformance with Commonwealth regulations.
Vegetation	Note any discrepancies.
Bridge Damage (Report any serious issues to the bridge unit)	Reportable items include: Deck spalls, large/multiple deck cracks, barrier damage. Sagging of bridge deck. Settlement of roadway adjacent to bridge causing heavy impact or vehicle bouncing on the bridge. Any apparent shift or misalignment of the bridge. Apparent scour.

It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on the Section(s) of road(s) described herein. No hauling on the section(s) of road(s) described on this inspection memorandum is to begin until a permit has been issued by the Posting Authority.

M-4902EV (3-12)

ENVIRONMENTAL COMPONENTS MATRIX

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



This form has been prepared for Primary Users and/or permittees who are proposing excess maintenance and restoration activities for state owned roadways under PennDOT's Posting and Bonding (Weight Restricted Highways) Program. Information provided in this document will be used by PennDOT to ensure that all relevant resources have been considered during the planning and design of the proposed work. This document is NOT intended to be used for environmental clearance or to replace current state permitting procedures.

PRIMARY USER (permittee) INFORMATION

User/Company Name: _____

FIS/SSN #: _____ Excess Maintenance Agreement Number: _____

User's Responsible Person's Name: _____

Mailing Address: _____

City, State and Zip Code: _____

User Contact Name: _____

User Contact Title: _____ Phone #: _____

User Contact FAX #: _____ E-Mail Address: _____

CONTRACTOR INFORMATION* (If known)

Contractor Name: _____

Contractor Mailing Address: _____

Contractor City, State & Zip Code: _____

Contractor Phone #: _____ FAX #: _____

E-Mail Address: _____

TO BE COMPLETED BY* (consultant information)

Project Consultant Name: _____

Project Contact Person: _____ Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Contractor Phone #: _____ FAX #: _____

E-Mail Address: _____

*If more than one contractor or consultant is involved, include by attaching additional pages.

M-4902EV (3-12)

PROJECT INFORMATION

Project Name: _____

Municipality Name: _____ State: _____

State Route: _____ Highway Common Name: _____

Limits of Work (SR/SEG/OFF) Start: _____ Ending: _____

Total Length of Project: _____ Estimated Cost: _____

Provide the Minimal Proposed Design Criteria for Pavement and Shoulder Width:

Provide Bridge/Structure BMS Number for any Bridges on this Project:

Anticipated Construction Start Date: _____ End Date: _____

PROJECT DESCRIPTION:

Include narrative to describe the general project scope of work. Attach location map(s) and other illustrations as needed to adequately describe the project:

How many right-of-way parcels must be acquired for this project? _____

Describe extent and locations of acquisitions:

Will any temporary construction easements be required for this project? YES NO

Describe extent and locations of easements:

Describe involvement with utilities on this project:

Describe the involvement with any railroad (active or inactive) including all rail lines, crossings, bridges, or signals:

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TRAFFIC CONTROL MEASURES:

The following traffic control measures will be implemented during construction:

- Temporary Bridge(s)
- Temporary Roadway
- None
- Ramp Closure
- Detour (specify below)
- Other (specify below)

Detours should be clearly shown on map (attached) and discussed, including provisions for pedestrians, bicycles, handicapped and the elderly.

Traffic Control Narrative Description:

RESOURCE INFORMATION

Indicate whether each resource is present or absent. Briefly discuss potential impacts and related commitments to minimize or mitigate impacts. Attach additional documentation as required to document project impacts and any mitigative measures.

AQUATIC RESOURCES

1. POTENTIAL DRAINAGE IMPACTS

a. List the potential for impacts to streams, rivers and watercourses.

b. List the potential for impacts to wild or stocked trout streams.

c. Is there a potential for impacts to HQ/EV streams or work within HQ or EV watershed?
(If yes, please identify stream and protected use pursuant to 25 PA Code Chapter 93.)

d. List the potential impacts to Federal and/or state wild and scenic rivers and streams.

2. List the potential impacts to groundwater resources (i.e. state/county/municipal/local public supply wells, residential wells, well head protection area, seeps/springs, potable water source, sole source and/or exceptional value aquifers).

3. List the potential impacts to other surface waters (i.e. reservoirs, lakes, ponds, detention basins, stormwater management facilities, other (describe)).

4. List the potential for impacts to wetlands.

M-4902EV (3-12)

5. List the potential for impacts to coastal zones.

6. List the potential for impacts to regulated floodplains within or beyond the project limits.

7. List the effects of soil erosion and sedimentation due to the project's construction activities.

7a. Describe Soil Erosion and Sedimentation documentation used for this project.
(EX: E&S Control Plan, Coordination with County Conservation District, NPDES Stormwater Construction Permit).

8. Discuss the potential for impacts to navigable watercourses which requires U.S. Coast Guard coordination or to a waterway which requires an Aids to Navigation Plan.

9. List the PA DEP/USACE permits required (be specific).

10. What is the potential for temporary or permanent impacts to water trail?

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LAND

11. What is the potential for impact(s) to Agricultural resources (i.e. productive Agricultural land, Agricultural Security areas, Prime Agricultural land, conservation easements, Agricultural zoning, prime or unique soils or statewide or locally important soils)?

12. Is there a potential for impact(s) to unique geologic resources? (If Yes, Explain)

13. Is there a potential for impact(s) to parks and recreation facilities (national, state, local, other) (If Yes, describe)?

14. List any potential impact(s) to state forests or state gamelands.

15. List any potential for impact(s) to refuges or wilderness, natural or wild areas.

16. List any potential for impact(s) to National Natural Landmarks.

17. List any potential temporary or permanent impact(s) to hazardous/residual waste site.

18. Describe any potential geotechnical concerns.

WILDLIFE

19. List the potential for impact(s) to wildlife and habitat which includes sanctuaries, refuges and other resources meriting compensation.

20. List the potential for impact(s) to Federally proposed, candidate or listed; or state listed Threatened & Endangered Species.

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CULTURAL RESOURCES

21. Describe the potential for impact(s) to historic structures (i.e. historic properties, districts or transportation corridors) or archaeological resources.

AIR QUALITY AND NOISE

22. Describe any potential for air quality and noise impacts.

SOCIOECONOMIC RESOURCES

23. Describe the potential for impact(s) to public facilities or services, environmental justice areas, displacements or cemeteries.

TEMPORARY IMPACTS

24. Describe any temporary project impacts to resources such as: air quality, noise levels, water quality, soil erosion and sedimentation, wetland, agricultural resources, streams, other).

MITIGATION

25. Describe any mitigation measures proposed to be implemented for the project.

CERTIFICATION

I certify that I have the authority to submit this information on behalf of the USER named herein and that the information provided in this application is true and correct to the best of my knowledge and information.

Type or Print Name

Signature

Company/Title

Date

M-4902E (3-12)

DEED OF EASEMENT

(No Monetary Consideration)

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Prepared by: _____

Return to: _____

Site Location: _____

COUNTY	
SR - SEGMENT-OFFSET	
MUNICIPALITY	
EXCESS MAINTENANCE AGREEMENT NUMBER	
USER	

THIS INDENTURE, made this _____
 by _____,
 the User under the referenced excess maintenance agreement for the above mentioned State Route, their heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH and the GRANTOR entered into an excess maintenance agreement for the above referenced highway; and

WHEREAS the excess maintenance agreement requires the GRANTOR to perform certain highway improvements that may flood adjacent private property; and

WHEREAS the parties hereto have agreed that the GRANTOR will convey to the COMMONWEALTH occasional flowage easements that it has acquired in order to comply with the terms of the excess maintenance agreement.

NOW, THEREFORE, in consideration of the benefits under the excess maintenance agreement, the GRANTOR does hereby grant and convey to the COMMONWEALTH the occasional flowage easements designated on the plot plan attached hereto and made a part hereof and set forth below, as defined on said plot plan.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by _____ of _____, dated _____ and recorded in _____, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains occasional flowage easements over _____ acres of land. And the GRANTOR warrants GENERALLY the property hereby conveyed.

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The GRANTOR does indemnify the COMMONWEALTH, its employees or representatives against any claim, demand or judgment of any type made by any owner, lessee or easement holder of the property subject to the occasional flowage easement conveyed hereunder who may be adversely affected by the construction of improvements to the State highway or in the State highway right of way pursuant to the referenced excess maintenance agreement.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

Witness my hand this _____ day of _____, 20_____

Signature Agent for the Commonwealth of Pennsylvania
Department of Transportation

[remainder of page intentionally left blank]

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The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

(Name of Entity)
BY: _____
BY: _____

*Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

<p>STATE OF PENNSYLVANIA COUNTY OF _____ On _____, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the instrument for the purposes contained in it. In witness whereof, I hereto set my hand and official seal.</p> <p>_____ <i>(Signature)</i></p> <p>_____ <i>(Title)</i></p> <p style="text-align: center;"><i>(SEAL)</i></p>	<p>STATE OF PENNSYLVANIA COUNTY OF _____ On this _____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ <i>(title)</i> of _____ <i>(name of entity)</i>, and that as such _____ <i>(title)</i>, being authorized to do so, executed the fore- going instrument for the purposes contained in it by signing on behalf of the entity as _____ <i>(title)</i> .</p> <p>In witness whereof, I hereto set my hand and official seal.</p> <p>_____ <i>(Signature)</i></p> <p>_____ <i>(Title)</i></p> <p style="text-align: center;"><i>(SEAL)</i></p>
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M-4902ROE (3-12)

RIGHT OF ENTRY AGREEMENT

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Executed Date: _____
 (DEPARTMENT will enter date)

Agreement No. _____

Federal ID No. _____

THIS RIGHT OF ENTRY AGREEMENT, made and entered into by and between the Commonwealth of Pennsylvania (“COMMONWEALTH”), acting through the DEPARTMENT of Transportation (“DEPARTMENT”),

And

WITNESSETH:

WHEREAS, the DEPARTMENT and the CORPORATION have agreed to enter into this Agreement for State highway repair and/or reconstruction at the following locations (the Project):

State Route (S.R.)	Begin Station	End Station	Begin Segment/Offset	End Segment/Offset

WHEREAS, the CORPORATION desires to perform the Project at its sole cost and expense because the State highway right-of-way is in a condition that is unsuitable for the vehicles and heavy equipment that will use it for access to the CORPORATION’s proposed commercial operations; and,

M-4902ROE (3-12)

WHEREAS, The CORPORATION has requested that the DEPARTMENT permit the CORPORATION, its employees, agents, representatives and contractors to enter the State highway right-of-way for the purpose of performing the Project; and,

WHEREAS, the DEPARTMENT, by reason of its exclusive authority and jurisdiction over all State-designated highways, as conferred by Section 2002(a)(10) of the Administrative Code of 1929, as amended, 71 P.S. § 512(a)(10), its authority to issue permits for the opening of the surface of State highways, as conferred by Section 420 of the State Highway Law of 1945, 36 P.S. 670-420, and its authority to condition access to weight-restricted State highways on such undertakings necessary to cover the costs of repair and restoration pursuant to 75 Pa.C.S. 4902, is enabled to authorize and permit the CORPORATION's activities, uses, and entries made pursuant to this Agreement; and,

WHEREAS, the DEPARTMENT requires that such use of the State highway right-of-way be subject to a written right of entry.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. The above recitals are incorporated into and made an integral part of this Agreement.
2. The DEPARTMENT hereby grants the CORPORATION, its employees, agents, representatives, and contractors a right of entry to the State highway right-of-way consistent with the terms and conditions of this Agreement. The DEPARTMENT shall be notified at least forty-eight (48) hours before the CORPORATION begins any work within the right-of-way, and the CORPORATION, its employees, agents, representatives, or contractors shall not interfere with DEPARTMENT operations.
3. All work done and materials furnished under and by virtue of this Agreement shall conform to and be governed by the plans and specifications prepared by the CORPORATION at its cost and expense and approved by and on file with the DEPARTMENT. The work shall be subject to the DEPARTMENT's approval and shall not begin until the approval has been granted. The Project design may be amended only upon written consent of the DEPARTMENT. For purposes of this paragraph written consent of the DEPARTMENT may be provided by the District Executive or such other DEPARTMENT employee as designated by the District Executive. Upon completion of the work, the CORPORATION shall submit a written statement of completion, in a form acceptable to the DEPARTMENT, which the DEPARTMENT shall review and sign, if the DEPARTMENT agrees the Project has been satisfactorily completed.
4. The CORPORATION shall comply with all federal, state, and local laws, regulations, and ordinances in the conduct of its operations within the State highway right-of-way.
5. Project design and construction shall be in accordance with plans, policies, procedures, criteria and specifications prepared or approved by the DEPARTMENT, including, but not limited to, the most current versions of the following:
 - (i) DEPARTMENT Publication No. 70M, *Guidelines for Design of Local Roads and Streets*;
 - (ii) DEPARTMENT Design Manuals (Publication Nos. 10, 10A, 13M, 14M, 15M, 16M and 24);
 - (iii) DEPARTMENT Policy Letters;
 - (iv) DEPARTMENT Form No. 442, *Bureau of Design Specifications for Consultant Agreements*, Division I; and
 - (v) DEPARTMENT Publication No. 408, *Specifications*, its supplements and amendments.
6. The CORPORATION shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required. The CORPORATION's obligations include responsibility for preparing and revising environmental impact statements, environmental assessments, categorical exclusions, environmental reports and other documents required by law or environmental litigation; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At the DEPARTMENT's request, the CORPORATION shall furnish to the DEPARTMENT evidence of the approvals, permits, licenses and approved environmental documents.
7. The CORPORATION shall be responsible for accommodating any involved utilities and obtaining permits for any required utility relocation, at the CORPORATION's cost and expense.

M-4902ROE (3-12)

8. The CORPORATION covenants and warrants that all work and labor pursuant to this Agreement shall be done and performed in the best and most workmanlike manner and that prompt payment shall be made in full for all labor and materials used in the work; that all of the materials and labor shall be conform to the DEPARTMENT's specifications; and that any sketches and descriptions, as approved or as modified and revised and approved, and the Project itself, at all times, shall be subject to the inspection and approval of the DEPARTMENT or its representatives. If any of the materials or labor destined for use or used within the State highway right-of-way are rejected by the DEPARTMENT as defective, unsuitable, or otherwise contrary to approvals, then those materials shall be removed and replaced with other approved materials; and the labor shall be performed anew to the DEPARTMENT's satisfaction and approval, at the CORPORATION's cost and expense.
9. The CORPORATION shall provide the DEPARTMENT with a monthly report on the progress of the Project. The report shall provide information on the amount of work completed, the amount of work remaining to be done, and any problems encountered during the course of work.
10. The CORPORATION shall provide any and all documentation requested by the DEPARTMENT regarding the construction, including but not limited to all documentation related to compliance with federal, state, and local laws, regulations, and ordinances within seven (7) days of the request by the DEPARTMENT. The CORPORATION shall permit the DEPARTMENT representatives to inspect the construction activities, at the DEPARTMENT's discretion, and shall reimburse the DEPARTMENT for any and all inspection costs within 30 days after receipt of the DEPARTMENT's invoice.
11. If the CORPORATION is notified by any federal, state, or local agency that it is not in full compliance with any federal, state, or local law, regulation, or ordinance, associated with the construction and maintenance of any aspect of the Project, the CORPORATION shall immediately correct any such violation or deficiency and shall cease all operations until the CORPORATION is in full compliance. The CORPORATION shall provide the DEPARTMENT with written notice of any such notification.
12. The CORPORATION, at no cost to the DEPARTMENT, shall promptly provide the DEPARTMENT with copies of all laboratory results and reports compiled by its employees, agents, representatives, or contractors relating to the Project, that show the condition of the soil and the groundwater beneath the State highway right-of-way, or that detail any activity performed by the CORPORATION under this Agreement.
13. All costs incurred with regard to any activities conducted by the CORPORATION, its employees, agents, representatives, and contractors pursuant to this Agreement shall be borne solely by The CORPORATION without contribution by the DEPARTMENT. The CORPORATION shall be liable for all costs and expenses incurred by the DEPARTMENT pursuant to this Agreement, including but not limited to costs related to inspections, permitting, plan reviews, and administration. The DEPARTMENT may bill for these costs periodically and the CORPORATION agrees to pay all invoices promptly.
14. The CORPORATION shall, and shall require its contractor(s), subcontractor(s) and consultant(s) to provide the DEPARTMENT with a certificate of insurance evidencing coverage of injury, death, or property damage from any or all causes which may arise out of its presence on the State highway right-of-way in the minimum amounts of two-hundred-fifty-thousand dollars (\$250,000.00) per person and one-million dollars (\$1,000,000.00) in the aggregate (occurrence-based insurance). The Commonwealth of Pennsylvania and the DEPARTMENT shall be named as additional insureds on these policies.
15. The CORPORATION shall, and shall require its contractor(s), subcontractor(s) and consultant(s), to fully indemnify the COMMONWEALTH from any and all liability, loss, or damage that the COMMONWEALTH, its officers, agents and employees may suffer as a result of any and all claims, demands, costs, or judgments of any type made against the COMMONWEALTH as a result of granting this Agreement, including, but not limited to, fines, penalties, claims, demands, costs, or judgments arising from the presence of the CORPORATION, its contractor(s), consultant(s) and/or their officers, agents, and employees or others within the State highway right-of-way or any work or other actions taken by any of them pursuant to or in violation of this Agreement, or as a result of any failure of any of them to conform to all pertinent statutes, ordinances, regulations, or other requirements of any governmental authority in connection with this Agreement. This provision is intended to include claims, demands, costs or judgments resulting from a negligent act or omission of the COMMONWEALTH, its officers, agents, and employees with respect to this Agreement or the subject thereof. The CORPORATION waives any immunity from liability to the COMMONWEALTH from damages, contribution or indemnity provided by Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, *as amended*, 77 P.S. §481. IT IS THE INTENT OF THIS PROVISION TO ABSOLUTELY ABSOLVE AND PROTECT THE COMMONWEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LOSS BY REASON OF THIS AGREEMENT.

M-4902ROE (3-12)

The CORPORATION agrees to defend (if requested) the COMMONWEALTH, its officers, agents and employees, against any and all claims brought or actions filed against the COMMONWEALTH, either as an original or an additional defendant, with respect to the subject of the indemnity contained herein in the previous paragraph, whether such fines, penalties, claims or actions are rightfully or wrongfully brought or filed. The CORPORATION hereby waives any and all rights to join the COMMONWEALTH as an additional defendant in any actions arising as a result of the grant of this Agreement. Notwithstanding the foregoing provisions, The CORPORATION agrees that the DEPARTMENT may employ attorneys of its own selection to appear and defend any claims or actions on behalf of the DEPARTMENT.

16. The CORPORATION shall assume full responsibility for involved utility facilities as provided by Act of December 10, 1974 (P.L. 852, No. 287) (73 P.S. 176-182), as amended, concerning protection of the public health and safety by preventing excavation or demolition from damaging underground utility facilities.
17. If the CORPORATION, its employees, agents, representatives, or contractors damage the State highway right-of-way (where damage means any change to the State highway right-of-way including but not limited to leaving any items on or in the State highway right-of-way, changing any contour of the State highway right-of-way, adding any material, pollutant, or contaminant to the State highway right-of-way by spillage, leaking or by any method), then the CORPORATION shall restore any affected portion of the State highway right-of-way to a condition acceptable to the DEPARTMENT.
18. The CORPORATION agrees to reimburse the DEPARTMENT for any necessary expenses, attorneys' fees, or costs incurred in the enforcement of any part of this Agreement within ninety (90) days after receiving written notice that the DEPARTMENT has incurred them.
19. This Agreement shall not be considered to be authorization to the CORPORATION or its contractors to encroach on the property of others. If the CORPORATION must enter upon land situated outside the DEPARTMENT's right-of-way that is owned by a third party, the CORPORATION shall, at its own expense, secure any necessary authorization, release, or right of entry. The CORPORATION shall be required to provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by the DEPARTMENT.
20. Upon satisfactory completion of the Project and acceptance of the work as meeting the DEPARTMENT's standards and requirements, the DEPARTMENT shall resume its normal maintenance responsibilities as required under the State Highway Law, and in accordance with existing policies within the DEPARTMENT.
21. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the CORPORATION shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "A" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the CORPORATION.
22. The CORPORATION shall comply, and shall cause its consultants and contractors to comply, with the *Contractor Responsibility Provisions*, the *Provisions Concerning the Americans with Disabilities Act*, and the *Contractor Integrity Provisions*, which are attached as Exhibits "B", "C", and "D" respectively, and made a part of this Agreement. As used in these provisions, the term "Contractor" means the CORPORATION.
23. The parties agree, and the CORPORATION shall also provide in its contracts and subcontracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, anti-solicitation, information, auditing and reporting provisions. The CORPORATION shall comply, and shall cause its contractors to comply, with the conditions set forth in the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit "E", and made a part of this Agreement. As used in this clause, the term "Contractor" means the CORPORATION.
24. If the CORPORATION fails to comply with the terms of this Agreement to the DEPARTMENT's satisfaction, the DEPARTMENT may terminate the Agreement upon giving ten (10) days' written notice to the CORPORATION. If the Agreement is terminated, then neither party shall be further obligated to the other, except to the extent that the CORPORATION shall restore the state highway to its pre-work conditions. If the restoration is not completed to the DEPARTMENT's satisfaction within thirty (30) days of the DEPARTMENT's demand, then the DEPARTMENT may perform the required restoration and the CORPORATION shall reimburse the DEPARTMENT for the cost of the work.
25. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended except in writing, and the rights and obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

M-4902ROE (3-12)

IN WITNESS WHEREOF, the parties have executed this Right of Entry Agreement the date first above written.

ATTEST:

CONTRACTOR*

Title: DATE

BY _____
Title: DATE

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary DATE

APPROVED AS TO LEGALITY AND FORM

FUNDS COMMITMENR DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER SAP NO. _____

BY _____
for Chief Counsel DATE

SAP COST CENTER _____

GL. ACCOUNT _____

AMOUNT _____

BY _____
Deputy General Counsel DATE

BY _____
for Comptroller Operations DATE

BY _____
Deputy Attorney General DATE

*Please provide resolution authorizing signatures, if necessary.

M-4902CA (3-12)

WEIGHT RESTRICTED HIGHWAYS PROGRAM

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Effective Date: _____
 (Date to be filled in by Department)

AGREEMENT NO. : _____

FEDERAL ID NO. : _____

MPMS/ECMS NO. : _____

CONTRIBUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Commonwealth of Pennsylvania, Department of Transportation ("DEPARTMENT"), located at

And

With offices located at

WITNESSETH:

WHEREAS, the DEPARTMENT and the CORPORATION have agreed to enter into this Agreement for State highway repair and/or reconstruction at the following locations (the Project):

County	State Route (S.R.)	Begin Sta.	End Sta.	Begin Segment/Offset	End Segment/Offset

M-4902CA (3-12)

WHEREAS, the CORPORATION has offered to contribute funds to the DEPARTMENT's Project because it desires to improve the State highway right-of-way to a condition that is suitable for the vehicles and heavy equipment that will use it for access to the CORPORATION's proposed commercial operations; and,

WHEREAS, the DEPARTMENT is willing to perform the Project, with its own forces or by contract, subject to reimbursement by the CORPORATION as provided in this Agreement; and

WHEREAS, the Project is estimated to cost \$ _____;

And

WHEREAS, the DEPARTMENT, by reason of its exclusive authority and jurisdiction over all State-designated highways, as conferred by Section 2002(a)(10) of the Administrative Code of 1929, as amended, 71 P.S. § 512(a)(10); its authority to issue permits for the opening of the surface of State highways, as conferred by Section 420 of the State Highway Law of 1945, 36 P.S. 670-420; and its authority to condition access to weight-restricted State highways on such undertakings necessary to cover the costs of repair and restoration pursuant to 75 Pa.C.S. 4902, is enabled to authorize and permit the CORPORATION's activities, uses, and entries made pursuant to this Agreement; and,

WHEREAS, the parties desire to enter into this Agreement to set forth their respective obligations and responsibilities for the Project.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following terms, conditions, and provisions:

1. The recitals set forth above are incorporated by reference as a material part of this Agreement.
2. The DEPARTMENT, by contract or with its own forces, shall design and construct the Project in accordance with policies, plans, procedures and specifications prepared and/or approved by the DEPARTMENT, which are incorporated herein by reference as if physically attached hereto.
3. The DEPARTMENT shall, with its own forces or by contract, provide staff to adequately inspect and supervise construction work on the Project, in accordance with the approved plans and specifications.
4. The CORPORATION shall pay to the DEPARTMENT, in full upon execution of this Agreement or in monthly installments as specified in paragraph 6 below.:
 - (a) _____ Percent (_____ %) of the actual costs associated with the Project, estimated to be \$ _____. The CORPORATION understands that this is an estimate and that the actual costs may exceed this amount; OR
 - (b) A total amount of \$ _____.
5. During design and construction of the Project, the DEPARTMENT shall submit monthly invoices to the CORPORATION specifying the items constituting the total cost the CORPORATION is obligated to pay, and the CORPORATION shall make payment to the DEPARTMENT in full within forty-five (45) days of receipt of such invoice.

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6. The DEPARTMENT may terminate this Agreement if funds are not provided for the Project. Termination shall be effected by delivery to the CORPORATION of a Notice of Termination specifying the reason for termination and the date such termination is to be effective. The CORPORATION shall compensate the DEPARTMENT for work performed or for services provided prior to the date of the Notice of Termination.
7. Unless otherwise agreed to by the parties in writing, in addition to the CORPORATION's reimbursement obligations under preceding Paragraph No. 4, the CORPORATION shall, where applicable, indemnify, save harmless and (if requested) defend the DEPARTMENT, its agents and employees from, and be solely responsible for, the payment and satisfaction of all awards, judgments, claims, costs and damages, including costs of appraisers and attorneys, witness fees, and other court costs and expenses resulting from the following:
 - (a) Changes required to be made to the DEPARTMENT's approved plans and/or specifications for the Project made necessary by requests by and for the CORPORATION.
 - (b) Time delays and extensions of time or termination of construction work on the Project requested or caused by the CORPORATION.
 - (c) Right-of-way and other property damages resulting from the acquisition and/or condemnation of the lands necessary for the construction of the Project. Right-of-way and other property damages, as used in this paragraph, shall include, but not be limited to, consequential damages; damages arising from de facto or inverse takings; special damages for displacement; damages for the preemption, destruction, alteration, blocking and diversion of facilities; and any other damages that may be claimed or awarded within the purview of the Eminent Domain Code of 1964, as amended, the State Highway Law of 1945, as amended, and/or eminent domain case law of the Commonwealth of Pennsylvania; and claims awarded or entered against the DEPARTMENT and/or the CORPORATION.
 - (d) Relocation of utility facilities, including but not limited to, gas, water, railroad, sewer, electric, telecommunications or drainage facilities, in the Project area and made necessary by the Project, to the extent that those damages are made necessary by requests by and/or for the CORPORATION.
 - (e) Preparation or revisions of environmental impact statements, negative declarations, environmental reports or other documents required by law and/or environmental litigation; public environmental hearings made necessary by the planning, design and/or environmental litigation; public environmental hearings made necessary by the planning, design and/or construction of the Project; and any or all increased planning, design, construction, utility relocation and right-of-way costs resulting therefrom, to the extent that those documents and hearings are made necessary by requests by and/or for the CORPORATION.
 - (f) All other unforeseen costs and expenses not included in the said estimate of construction costs for the Project, but which are directly related to or caused by the planning, design and/or construction of the Project, to the extent that those costs and expenses are made necessary by requests by and/or for the CORPORATION.

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8. Unless the CORPORATION's contribution is paid as a lump sum before any design or construction work commences, the CORPORATION agrees to execute and deliver to the DEPARTMENT security to secure the performance of the CORPORATION's financial obligations under this Agreement, in one of the following forms: Performance Bond, Cashier's Check, Certified Check, Irrevocable Letter of Credit, or other security acceptable to the DEPARTMENT, in the amount of \$_____. If the Project is performed by a contractor and the contract price, as bid and awarded, exceeds this estimate, the CORPORATION may be required to provide additional security up to the full amount of the contract price, plus an additional ten percent (10%) contingency, all at the DEPARTMENT's sole discretion. The DEPARTMENT may elect to postpone some or all of the work until the appropriate security has been delivered to the DEPARTMENT. Upon the CORPORATION's full contribution to the DEPARTMENT as required by this Agreement, the security required by this paragraph will be returned to the CORPORATION.
9. Nothing contained in the Agreement shall be deemed to be a waiver by the DEPARTMENT of its discretion to abandon or postpone the Project for any reason.
10. The CORPORATION agrees to comply with the *Contractor Integrity Provisions*, the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, the *Provisions Concerning the Americans with Disabilities Act*, and the *Contractor Responsibility Provisions* which are attached hereto as Exhibits "A," "B," "C," and "D," respectively.
11. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the CORPORATION shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "E" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the CORPORATION.
12. This Agreement will not be effective until all necessary Commonwealth officials as required by law have executed it. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. This Agreement shall remain in effect until the Project is abandoned or completed, whichever occurs first.
13. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended except in writing, and the rights and obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

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

ATTEST

CORPORATION

Title: DATE

BY _____
Title: DATE

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner 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 _____
Deputy Secretary of Transportation DATE

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
for Comptroller Date

BY _____
Deputy Attorney General Date

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COOPERATIVE PROJECT AGREEMENT

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



County: _____ Agreement Number: _____
 Federal Id Number: _____ Project SR/SEG: _____
 Project Short Title: _____

THIS AGREEMENT, made and entered into this _____, Between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT, located at:

And

having its principal address at

hereinafter called HAULER.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction and control over State Route _____ and its right-of-way located in _____ Township, _____ County, Pennsylvania, hereinafter referred to as the "Highway," as more fully described in Exhibit "A," attached to and made part of this Agreement; and,

WHEREAS, the DEPARTMENT and the HAULER have agreed to enter into this Agreement for State highway repair and/or reconstruction at the following locations (the Project):

County	State Route (S.R.)	Begin Segment/Offset	End Segment/Offset

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WHEREAS, the HAULER desires to perform the Project because it desires to improve the State highway right-of-way to a condition that is suitable for the vehicles and heavy equipment that will use it for access to the HAULER's proposed commercial operations; and,

WHEREAS, The HAULER has requested that the DEPARTMENT permit the HAULER, its employees, agents, representatives and contractors to enter the State highway right-of-way for the purpose of performing the Project; and,

WHEREAS, the DEPARTMENT, by reason of its exclusive authority and jurisdiction over all State-designated highways, as conferred by Section 2002(a)(10) of the Administrative Code of 1929, as amended, 71 P.S. § 512(a)(10), its authority to issue permits for the opening of the surface of State highways, as conferred by Section 420 of the State Highway Law of 1945, 36 P.S. 670-420, and its authority to condition access to weight-restricted State highways on such undertakings necessary to cover the costs of repair and restoration pursuant to 75 Pa.C.S. 4902, is enabled to authorize and permit the HAULER's activities, uses, and entries made pursuant to this Agreement; and,

WHEREAS, the DEPARTMENT requires that such use of the State highway right-of-way be subject to a written right of entry; and,

WHEREAS, independent of the HAULER's needs, the DEPARTMENT has determined that the Highway requires routine maintenance and repair to ensure the safety of the traveling public, consisting of

_____ ; and,

WHEREAS, rather than performing its project for routine maintenance, and then allowing the HAULER to tear it apart again to reconstruct or rehabilitate the road, the DEPARTMENT finds it in the best interests of the Commonwealth to retain the HAULER to perform the needed routine maintenance work as part of the Project; and,

WHEREAS, the DEPARTMENT's Deputy Secretary for Highway Administration has issued a sole source justification for contracting with the HAULER, recognizing that it is not feasible to award a contract on a competitive basis, and/or it is in the best interests of the DEPARTMENT and the Commonwealth to procure the services necessary to repair the Highway from the party that already plans to be working on the Highway; and,

WHEREAS, the DEPARTMENT has agreed to contribute a portion of the Project cost, and/or contribute materials, where such contribution and/or material value amount shall not exceed _____ Dollars (\$ _____); and,

WHEREAS, the HAULER has agreed to assume the remainder of the costs associated with the Project; and,

WHEREAS, the parties are entering into this Agreement to outline their respective responsibilities for the Project.

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NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by reference as though set forth at length.
2. All work done and materials furnished under and by virtue of this Agreement shall conform to and be governed by the plans and specifications prepared by the HAULER. The work shall be subject to the DEPARTMENT's approval and shall not begin until the approval has been granted. The Project design may be amended only upon written consent of the DEPARTMENT. The items of work as set forth in the plans and specifications for the Project are incorporated by reference as though physically attached to this Agreement.
3. Project design and construction shall be in such a manner as not to expose any member of the public to any hazardous or unsafe condition, and shall be in accordance with plans, policies, procedures, criteria and specifications prepared or approved by the DEPARTMENT, including, but not limited to, the most current versions of the following:
 - a. DEPARTMENT Publication No. 70M, *Guidelines for Design of Local Roads and Streets*;
 - b. DEPARTMENT Design Manuals (Publication Nos. 10, 10A, 13M, 14M, 15M, 16M and 24);
 - c. DEPARTMENT Strike-Off Letters;
 - d. DEPARTMENT Form No. 442, *Bureau of Design Specifications for Consultant Agreements*, Division I; and
 - e. DEPARTMENT Publication No. 408, *Specifications*, its supplements and amendments.
 - f. DEPARTMENT Publication 212, 67 Pa. Code Chapter 212, including provisions pertaining to work zone traffic control.
4. The HAULER covenants and warrants that all work and labor pursuant to this Agreement shall be done and performed by DEPARTMENT-prequalified contractors, in accordance with 36 P.S. 404.1 and 67 Pa. Code Chapter 457 in the best and most workmanlike manner, that prompt payment shall be made in full for all labor and materials used in the work and that all materials and labor shall conform strictly and fully in every respect to the plans and specifications.
5. The DEPARTMENT, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction and the HAULER shall be solely responsible for all costs and expenses associated with construction inspection, except to the extent that inspection activities and costs are identified below at paragraph 8(d) as a DEPARTMENT contribution, in which case the value of the inspection costs shall be identified in that paragraph and be subject to the not-to-exceed limitation. If any of the materials or labor destined for use or used within the State highway right-of-way are rejected by the DEPARTMENT as defective, unsuitable, or otherwise contrary to approvals, then those materials shall be removed and replaced with other approved materials; and the labor shall be performed anew to the DEPARTMENT's satisfaction and approval,

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at the HAULER's cost and expense. The HAULER shall provide any and all documentation requested by the DEPARTMENT regarding the construction within seven (7) days of the request by the DEPARTMENT.

6. The HAULER shall arrange for any necessary relocation or adjustment for all utility facilities and shall notify each utility company to relocate any affected facilities to accommodate construction of the Project. Moreover, no relocation of utility lines within the DEPARTMENT's right-of-way shall be permitted without a highway occupancy permit issued by the DEPARTMENT to each of the affected utilities in accordance with 67 Pa. Code Chapter 459 and DEPARTMENT's Design Manual Part 5. The HAULER shall assure that the utility companies apply for and receive these permits from the DEPARTMENT. The HAULER shall obtain the requisite utility clearances.
7. The DEPARTMENT grants the HAULER, its employees, agents, representatives, and contractors a right of entry to the State highway right-of-way at such limited areas as are necessary for the construction of the Project, consistent with the terms and conditions of this Agreement. The DEPARTMENT shall be notified at least forty-eight (48) hours before the HAULER begins any work within the right-of-way, and the HAULER, its employees, agents, representatives, or contractors shall not interfere with DEPARTMENT operations.
8. The DEPARTMENT has agreed to contribute:
 - a. The amount of \$ _____
 - b. _____ percent of the Project cost,
 - c. The following materials: _____.
 - d. Other: _____
_____.

Where such monetary contribution, material value, and/or the value of any other contribution shall not exceed the total amount of _____ Dollars. The HAULER shall be responsible for all other Project costs and certifies that it has on hand sufficient funds to meet all of its obligations under this Agreement. Total Project costs are estimated to be - _____ Dollars.

9. The HAULER shall submit plans for the Project, which shall be subject to the approval of the DEPARTMENT, and once approved shall be the Final Plans. If necessary, the preparation of the Final Plans shall include the preparation of right-of-way plans, which in the DEPARTMENT's reasonable opinion, based on DEPARTMENT established procedures, are sufficient to describe all necessary right-of-way acquisitions. All required rights-of-way, substituted, abandoned or vacated will be shown on right-of-way acquisition plans.
10. The HAULER shall provide the DEPARTMENT with the final bid amount within five (5) business days of the opening of the bids. The scope and cost of work may not exceed the bid amount, except as provided in paragraph 11 below.

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11. The Project shall be built in accordance with the Final Plans and any significant changes in the scope of work must be mutually agreed upon in writing as evidenced by the HAULER and the DEPARTMENT initialing a change order approving the change of work, provided that the HAULER shall hereby be authorized to proceed with and approve any change order where the cost associated with such individual change order does not exceed \$10,000.00. If the change order cost for each or any particular change exceeds \$10,000.00, the DEPARTMENT shall be presented with a change order request and the DEPARTMENT's consent to the change order shall be in its sole and absolute discretion, with consent not to be unreasonably withheld. Additionally, once the aggregate of change orders exceeds \$20,000.00, the HAULER and the DEPARTMENT shall promptly meet (within seven (7) business days) to discuss the change order needs. The DEPARTMENT may then require that (1) each and every subsequent change order over \$5,000.00 shall be presented to the DEPARTMENT for review and approval within three (3) business days of submission of said change order to the DEPARTMENT, with approval or disapproval in the DEPARTMENT's reasonable discretion or (2) to allow for a similar review process as provided herein. In the event that the DEPARTMENT does not approve any proposed change order, the DEPARTMENT shall notify the HAULER, in writing, of its disapproval within three (3) business days and the parties shall meet within one (1) business day after the notice is given in an effort to resolve the objection. In the event that no notice of disapproval is given, the change order shall be deemed approved. The parties shall use their respective best efforts to resolve any objection to a change order raised by the DEPARTMENT.
12. The HAULER agrees to construct the Project in accordance with the Final Plans, with construction work relative to the Project to begin within one calendar year from the execution date of this Agreement. The HAULER shall prepare a Project schedule, which shall be provided to each and every contractor hired by the HAULER and incorporated into each contract entered into relative thereto. If the anticipated start date cannot be met, the HAULER and the DEPARTMENT shall meet to discuss any delay in the beginning of construction and to resolve any and all delays in an effort to commence construction activities at the next earliest possible date.
13. It is the intent of the parties that their best efforts will be made in order to achieve construction in a timely manner consistent with the time tables set forth in the Final Plans, the bid documents, and the schedule.
14. The HAULER shall comply with all federal, state, and local laws, regulations, and ordinances in the conduct of its operations within the State highway right-of-way and shall be responsible for obtaining any and all required federal, state or local permits. The HAULER's obligations include, but are not limited to, responsibility for preparing and revising environmental impact statements, environmental assessments, categorical exclusions, environmental reports and other documents required by law or environmental litigation; the defense of environmental litigation resulting from the planning, design or construction of the Project; and proper environmental and erosion and sedimentation controls in accordance with Publication 408, Section 107. The HAULER shall also comply with the requirements of 25 Pa Code Chapter 102, *Erosion and Sediment Control and*

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Stormwater Management, 25 Pa Code Chapter 92a, National Pollutant Discharge Elimination System Permitting, Monitoring and Compliance, 25 Pa. Code Chapter 105, Water Obstruction and Encroachment Permitting.

15. At the DEPARTMENT's request, the HAULER shall furnish to the DEPARTMENT evidence of the approvals, permits, licenses and approved environmental documents. If the HAULER is notified by any federal, state, or local agency that it is not in full compliance with any federal, state, or local law, regulation, or ordinance, associated with the construction and maintenance of any aspect of the Project, the HAULER shall immediately correct any such violation or deficiency and shall cease all operations until the HAULER is in full compliance. The HAULER shall provide the DEPARTMENT with written notice of any such notification.
16. The HAULER, at no cost to the DEPARTMENT, shall promptly provide the DEPARTMENT with copies of all laboratory results and reports compiled by its employees, agents, representatives, or contractors relating to the Project, that show the condition of the soil and the groundwater beneath the State highway right-of-way, or that detail any activity performed by the HAULER under this Agreement.
17. The HAULER shall assume full responsibility for involved utility facilities as provided by Act of December 10, 1974 (P.L. 852, No. 287) (73 P.S. 176-182), as amended, concerning protection of the public health and safety by preventing excavation or demolition from damaging underground utility facilities.
18. Upon completion of the Project by the HAULER or its contractor(s), the HAULER shall send to the DEPARTMENT a written notice of completion. Such notice of completion shall be deemed issued by the HAULER, if not actually provided to the DEPARTMENT within 30 days after the end of active construction. The DEPARTMENT shall, within 60 days, inspect and confirm, in writing, that the work, quantities, and documentation is acceptable. The DEPARTMENT's written acceptance shall constitute the written notice of acceptance as described below.
19. Provided that the work is acceptable, as evidenced by the DEPARTMENT's issuance of its acceptance, the HAULER shall invoice the DEPARTMENT for any amounts due and payable under this Agreement. Reimbursement shall be made in accordance with Commonwealth Management Directive 310.30, issued May 24, 2007, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network ("ACH") as the Commonwealth's preferred method of payment. The following provisions apply:
 - a. The DEPARTMENT will make payment to the HAULER through ACH. Within 10 days of executing this Supplement Agreement, the HAULER must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower—6th Floor, 303 Walnut Street, Harrisburg, PA, 17101-1830.

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- b. The HAULER must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the HAULER to properly apply the state agency's payment to the respective invoice or program.
 - c. It is the responsibility of the HAULER to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
20. Upon satisfactory completion of the Project and acceptance of the work as meeting the DEPARTMENT's standards and requirements, the DEPARTMENT shall resume its normal maintenance responsibilities as required under the State Highway Law, and in accordance with existing policies within the DEPARTMENT.
21. If the HAULER fails to comply with the terms of this Agreement to the DEPARTMENT's satisfaction, the DEPARTMENT may terminate the Agreement upon giving ten (10) days' written notice to the HAULER. If the Agreement is terminated for cause, then neither party shall be further obligated to the other, except to the extent that the HAULER shall restore the state highway to its pre-work conditions. If the restoration is not completed to the DEPARTMENT's satisfaction within thirty (30) days of the DEPARTMENT's demand, then the DEPARTMENT may perform the required restoration and the HAULER shall reimburse the DEPARTMENT for the cost of the work. The DEPARTMENT may also terminate upon giving ten (10) days' written notice to the HAULER if funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, or for convenience, and if terminated for non-appropriation or convenience the HAULER shall receive payment, not to exceed the maximum amount set forth above, for the following, only to the extent that appropriated funds are available:
- a. all services performed consistent with the terms of the Agreement prior to the effective date of termination; and,
 - b. all actual and reasonable costs incurred by the HAULER as a result of the termination of the Agreement.
- If any DEPARTMENT-contributed materials are not needed for the Project, the HAULER shall return those materials to the DEPARTMENT within 10 days of completion of work.
22. The HAULER shall, and shall require its contractor(s), subcontractor(s) and consultant(s) to provide the DEPARTMENT with a certificate of insurance evidencing coverage of injury, death, or property damage from any or all causes which may arise out of its presence on the State highway right-of-way in the minimum amounts of two-hundred-fifty-thousand dollars (\$250,000.00) per person and one-million dollars (\$1,000,000.00) in the aggregate (occurrence-based insurance). The Commonwealth of Pennsylvania and the DEPARTMENT shall be named as additional insured's on these policies.
23. The HAULER shall, and shall require its contractor(s), subcontractor(s) and consultant(s), to fully indemnify the COMMONWEALTH from any and all liability, loss, or damage that the COMMONWEALTH, its officers, agents and employees may suffer as a result of any and all claims, demands, costs, or judgments of any type made against the COMMONWEALTH as a result of granting this Agreement, including, but not limited to, fines,

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penalties, claims, demands, costs, or judgments arising from the presence of the HAULER, its contractor(s), consultant(s) and/or their officers, agents, and employees or others within the State highway right-of-way or any work or other actions taken by any of them pursuant to or in violation of this Agreement, or as a result of any failure of any of them to conform to all pertinent statutes, ordinances, regulations, or other requirements of any governmental authority in connection with this Agreement. This provision is intended to include claims, demands, costs or judgments resulting from a negligent act or omission of the COMMONWEALTH, its officers, agents, and employees with respect to this Agreement or the subject thereof. The HAULER waives any immunity from liability to the COMMONWEALTH from damages, contribution or indemnity provided by Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §481. IT IS THE INTENT OF THIS PROVISION TO ABSOLUTELY ABSOLVE AND PROTECT THE COMMONWEALTH, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LOSS BY REASON OF THIS AGREEMENT.

The HAULER agrees to defend (if requested) the COMMONWEALTH, its officers, agents and employees, against any and all claims brought or actions filed against the COMMONWEALTH, either as an original or an additional defendant, with respect to the subject of the indemnity contained herein in the previous paragraph, whether such fines, penalties, claims or actions are rightfully or wrongfully brought or filed. The HAULER hereby waives any and all rights to join the COMMONWEALTH as an additional defendant in any actions arising as a result of the grant of this Agreement. Notwithstanding the foregoing provisions, The HAULER agrees that the DEPARTMENT may employ attorneys of its own selection to appear and defend any claims or actions on behalf of the DEPARTMENT.

24. The HAULER agrees to comply with the offset provisions, *Contractor Responsibility Provisions, Contractor Integrity Provisions, the Commonwealth Nondiscrimination/Sexual Harassment Clause and the Provisions Concerning the Americans with Disabilities Act*, which are attached hereto and made part hereof as Exhibits "B," "C," "D," and "E," respectively. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – 3104, applies to this Project Agreement. Therefore, this Agreement is subject to, and the HAULER shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "F" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the HAULER.

25. The Pennsylvania Prevailing Wage Act requires that all workers on a "public work," as defined in the Act, be paid the prevailing minimum wage determined by the Pennsylvania Department of Labor & Industry, Bureau of Labor Law Compliance. Act of August 15, 1961, P.L. 987, as amended, 43 P.S. §§ 165-1 - 165-17; 34 Pa. Code §§ 9.101-9.112. The HAULER shall comply with the Provisions Relating to the Pennsylvania Prevailing Wage Act, which is attached as Exhibit G and made a part of this Agreement. As used in this exhibit, the references to the contractor shall be to the HAULER, references to the Secretary shall be to the Secretary of Labor & Industry, and references to the contract shall be to this Agreement. The HAULER can obtain prevailing wage rates and information about compliance through the following:

Bureau of Labor Law Compliance
1301 Labor & Industry Building
Seventh & Forster Streets
Harrisburg, PA 17120-0019
717-787-4671
www.dli.state.pa.us

Lookup Keywords: "prevailing wage/apprenticeship" then "prevailing wage determination request"

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The HAULER shall be responsible to maintain all documentation, particularly certified payrolls, showing compliance with the Prevailing Wage Act and to comply with all applicable provisions concerning minimum wage specifications and rates contained in section 107.22 of Publication 408, Specifications, which pertain to the Pennsylvania Prevailing Wage Act.

- 26. The HAULER shall comply with the Provisions Relating to Disadvantaged Businesses, which is attached as Exhibit H and made part of this Agreement. The DEPARTMENT'S participation in the Project is expressly conditioned on submission of a Disadvantaged Business Submittal, in the form and with the contents specified in that exhibit, prior to the commencement of any work on the Project. The DEPARTMENT shall have the option to withdraw its participation at any time if this submission is not forthcoming or is insufficient, as determined by the DEPARMTENT.
- 27. Notice under this Agreement shall be by First Class Certified United States Mail, Return Receipt Requested, postage prepaid or by overnight delivery service having positive tracking, such as Federal Express. Notice shall be deemed given when received, at the following addresses:

Notice to the HAULER shall be sent to:

Notice to the DEPARTMENT shall be sent to:

or to such other names or addresses as the parties may provide to each other in writing.

- 28. The HAULER agrees to reimburse the DEPARTMENT for any necessary expenses, attorneys' fees, or costs incurred in the enforcement of any part of this Agreement within ninety (90) days after receiving written notice that the DEPARTMENT has incurred them.

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29. This Agreement shall not be considered to be authorization to the HAULER or its contractors to encroach on the property of others. If the HAULER must enter upon land situated outside the DEPARTMENT's right-of-way that is owned by a third party, the HAULER shall, at its own expense, secure any necessary authorization, release, or right of entry. The HAULER shall be required to provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by the DEPARTMENT.
30. This Agreement, together with all exhibits and attachments annexed hereto, constitutes the entire understanding between the parties and completely expresses their intent. All prior or contemporaneous agreements are hereby merged into this document. This Agreement may not be modified or amended except in writing, and its rights and obligations may not be transferred or assigned without the prior written consent of the parties.
31. This Agreement shall not be effective until executed by all required Commonwealth officials. Upon full execution, the DEPARTMENT will insert the effective date of this Agreement on Page One.
32. Agreement No. _____ is split 0 %, expenditure amount of 0.00\$, for federal funds and 0%, expenditure amount of \$0.00, for state funds. The related federal assistance program name and number is N/A; . The state program name and number is Highway Maintenance; Appropriation 187/711 Maintenance Operations. This paragraph does not affect the costs to the HAULER.

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

ATTEST

HAULER

Signature DATE

BY _____
Signature DATE

Title:

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a Sole Proprietorship, only the owner must sign; if a Partnership, only one partner need sign; if a Limited Partnership, only the general partner 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 _____
Deputy Secretary of Transportation DATE

APPROVED AS TO LEGALITY
AND FORM

CERTIFIED FUNDS AVAILABLE UNDER
FUNDS COMMITMENT NO.: _____
FUND: _____
COST CENTER: _____
G/L ACCOUNT: _____
AMOUNT: _____

BY _____
for Chief Counsel Date

BY _____
Deputy Attorney General Date

BY _____
for Comptroller Operations Date

BY _____
Deputy General Counsel Date

**Cooperative and Contribution Agreements: Financial Procedures
(Attachment)**

Contribution Attachment

Example: T-00036711UPG-0450-612-2 (State Project with no Federal Aid)

CODE	POSITION	DESCRIPTION	EXAMPLE		
Project Key	1	“T” projects are for state projects entered directly into SAP	“T”		
Roadway System	3	This field character is not being utilized and should always be a “0”	“0”		
State Route	4-8	Enter the state route that pertains to the agreement	“00367”		
Sub Project	9	This field character shall be utilized to identify the private entity (a.k.a. Hauler) in the agreement. Please select the appropriate code from the following categories:	“1”		
				<i>Category</i>	<i>Code</i>
				Natural Gas	1
				Oil	2
				Timber	3
				Mining & Quarrying	4
				Agriculture	5
				Utilities	6
Manufacturing	7				
Phase	10	Due to the possibility of having multiple agreements on a state route and the benefit of having separate WBS elements in such cases; this field character shall be utilized to identify the number of the agreements on the state route. “1” indicated the first agreement, “2” indicates the second agreement, etc.	“1”		
Section	11-13	Due to these agreements being a function of an upgrade project, use “UPG” as the abbreviation for upgrade.	“UPG”		
Organization	15-18	Use the county maintenance organization code applicable to the agreement.	“0450”		
Program	20-22	Use program “612” indicating a special project - reimbursable.	“612”		
Participation Code	24	Use “2” for non-participating	“2”		

M-4902AA (6-12)

EXCESS MAINTENANCE ASSIGNMENT AGREEMENT

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Agreement No.: _____

ASSIGNOR means Name: _____
 Address: _____
 City, State, Zip Code: _____
 Federal I.D. No.: _____

ASSIGNEE means Name: _____
 Address: _____
 City, State, Zip Code: _____
 Federal I.D. No.: _____

POSTING AUTHORITY means _____
 Address: _____
 City, State, Zip Code: _____

AGREEMENT(S) means Excess Maintenance Agreement(s), entered into by the **ASSIGNOR** and the **Posting Authority**, designated as Agreement Number(s) _____.

THIS **AGREEMENT** made and entered into on _____, by and between the **ASSIGNOR** and **ASSIGNEE**.

WITNESSETH:

WHEREAS, the **ASSIGNOR** and the **POSTING AUTHORITY** entered into the Agreement(s) wherein the **POSTING AUTHORITY** permitted the **ASSIGNOR** to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions on portions of highways indicated within the Agreement(s) and the **ASSIGNOR** agreed to perform all necessary excess and preventative maintenance necessary as a result of the **ASSIGNOR'S** activities on said highways; and

WHEREAS, the **ASSIGNOR** desires to assign all of its right, title and interest in the Agreement(s), and to delegate all of its duties and obligations under the Agreement(s) to the **ASSIGNEE**; and

WHEREAS, the **ASSIGNEE** desires to assume all of the **ASSIGNOR'S** rights, title and interest in the Agreement(s), and to assume and perform all of the **ASSIGNOR'S** duties and obligations under the Agreement(s);

M-4902AA (6-12)

NOW THEREFORE, the parties hereto, for and in consideration of the foregoing premises and mutual promises hereinafter contained, with the intention of being legally bound hereby, agree as follows:

1. For value received, the **ASSIGNOR** assigns to the **ASSIGNEE** all of its right, title and interest in the entire Agreement(s), and delegates all of its duties and obligations under the entire Agreement(s).
2. For value received, the **ASSIGNEE** promises and agrees to assume all of the **ASSIGNOR'S** right, title and interest in the entire Agreement(s), and to assume and perform all of **ASSIGNOR'S** duties and obligations under the entire Agreement(s).
3. The **POSTING AUTHORITY** hereby consents to the assignment of the Agreement(s) from the **ASSIGNOR** to the **ASSIGNEE**.

IN WITNESS WHEREOF, the parties have executed this **ASSIGNMENT AGREEMENT** pursuant to due and legal action by their proper officials, the day and year first above written.

ATTEST:

Signature Date

Title

ATTEST:

By: _____
Signature Date

Title

ASSIGNOR:

By: _____
Signature Date

Title

ASSIGNEE:

By: _____
Signature Date

Title

**AGREED TO AND APPROVED
COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY**

Signature Date

Title

**APPROVED AS TO
LEGALITY AND FORM**

By: _____
Signature Date

Title

PRE-APPROVED FORM

PRELIMINARY APPROVED

OGC No.: _____

Approved OAG: _____

By: _____
Signature Date

ASSISTANT COUNSEL

Title

M-4902AAC (3-12)

COMPLETED ASSIGNMENT AGREEMENT NOTIFICATION



Date: _____

User/Assignor: _____

From: _____

RE: Completed Assignment Agreement Notification

Assignment Agreement No(s): _____

Assignee: _____

Address: _____

Dear: _____

Enclosed is your executed copy of the **ASSIGNMENT AGREEMENT** whereby the **POSTING AUTHORITY'S** concurred in the assignment of Excess Maintenance Agreement number(s) _____ from _____ to your firm. Please forward a copy of this concurrence to the **ASSIGNOR** for their record.

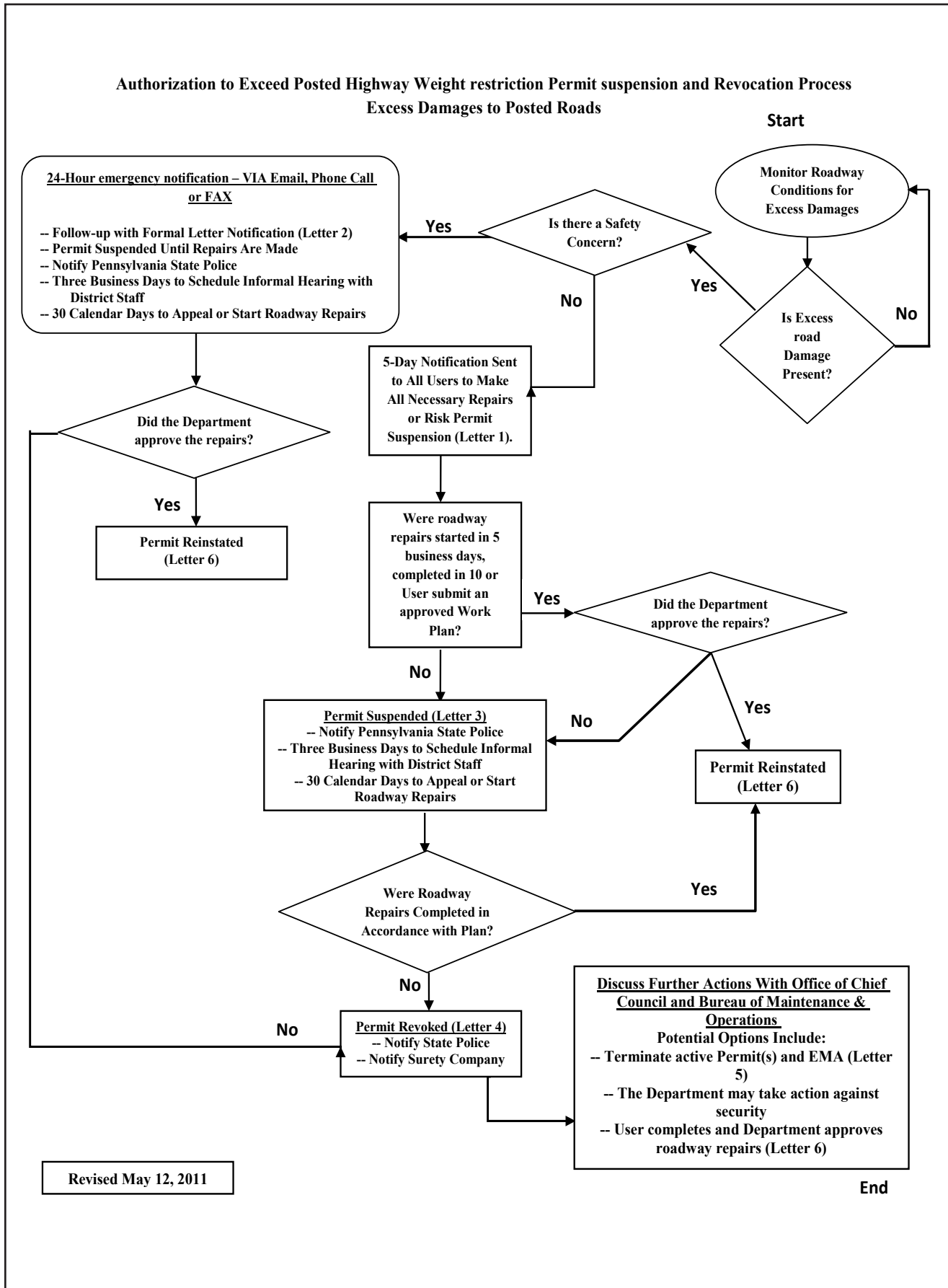
Sincerely,

Posting Authority's Authorized Signature *Date*

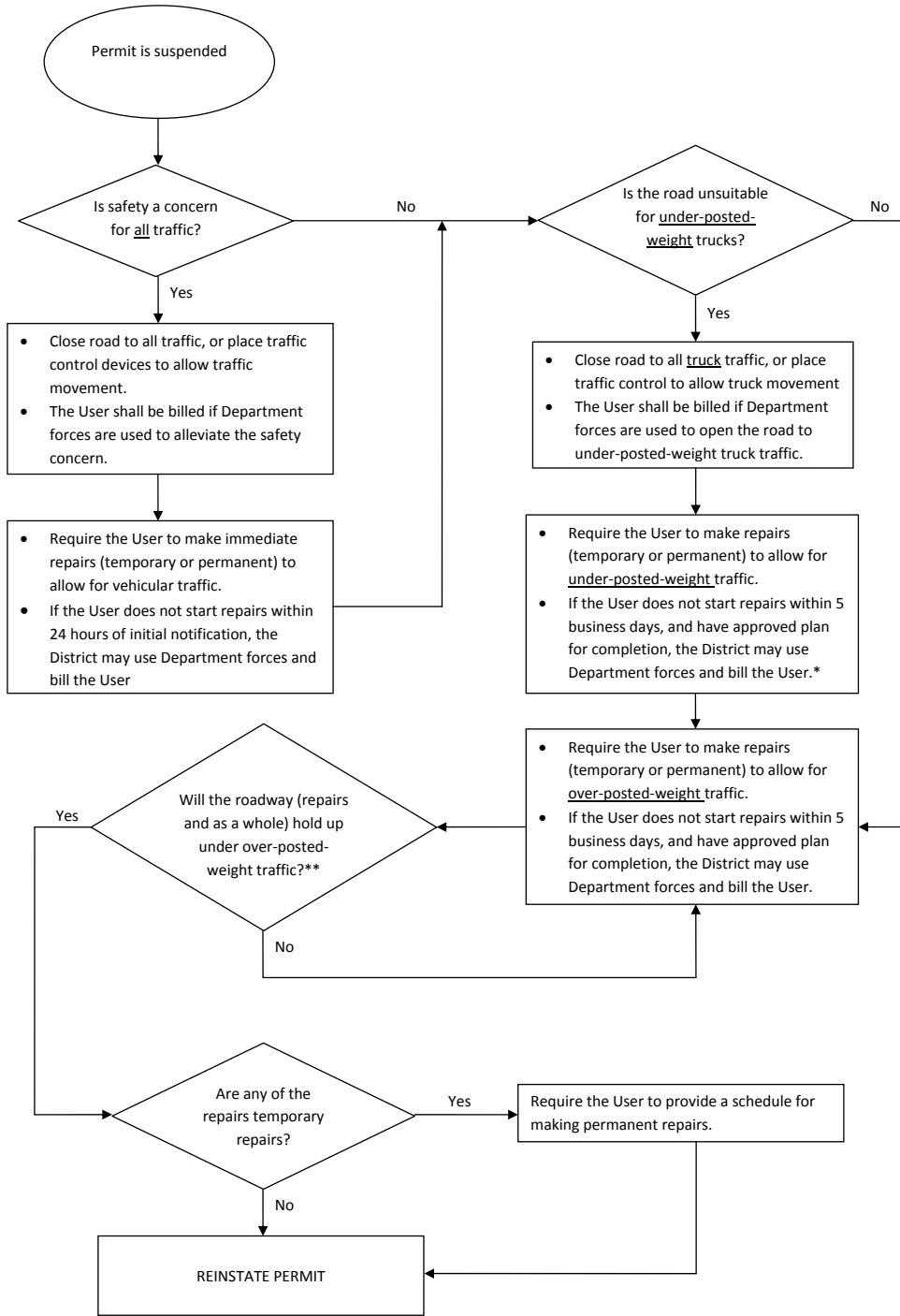
Posting Authority's Signatory Title

Enclosure
 1 copy of the fully executed Assignment Agreement

cc: **(Posting Authority's Copy To: Listing)**
 OR
(Pennsylvania Department of Transportation's Copy to List)
District Executive
Assistant District Executive for Maintenance
County Maintenance Manager
Posted Highways Coordinator
OTHER(s) as necessary
Comptroller Operations, Payable Services, Contracts, 9th Floor Forum Place, Harrisburg Treasury Department,
Treasury Audits, Room G-11 Finance Building, Harrisburg



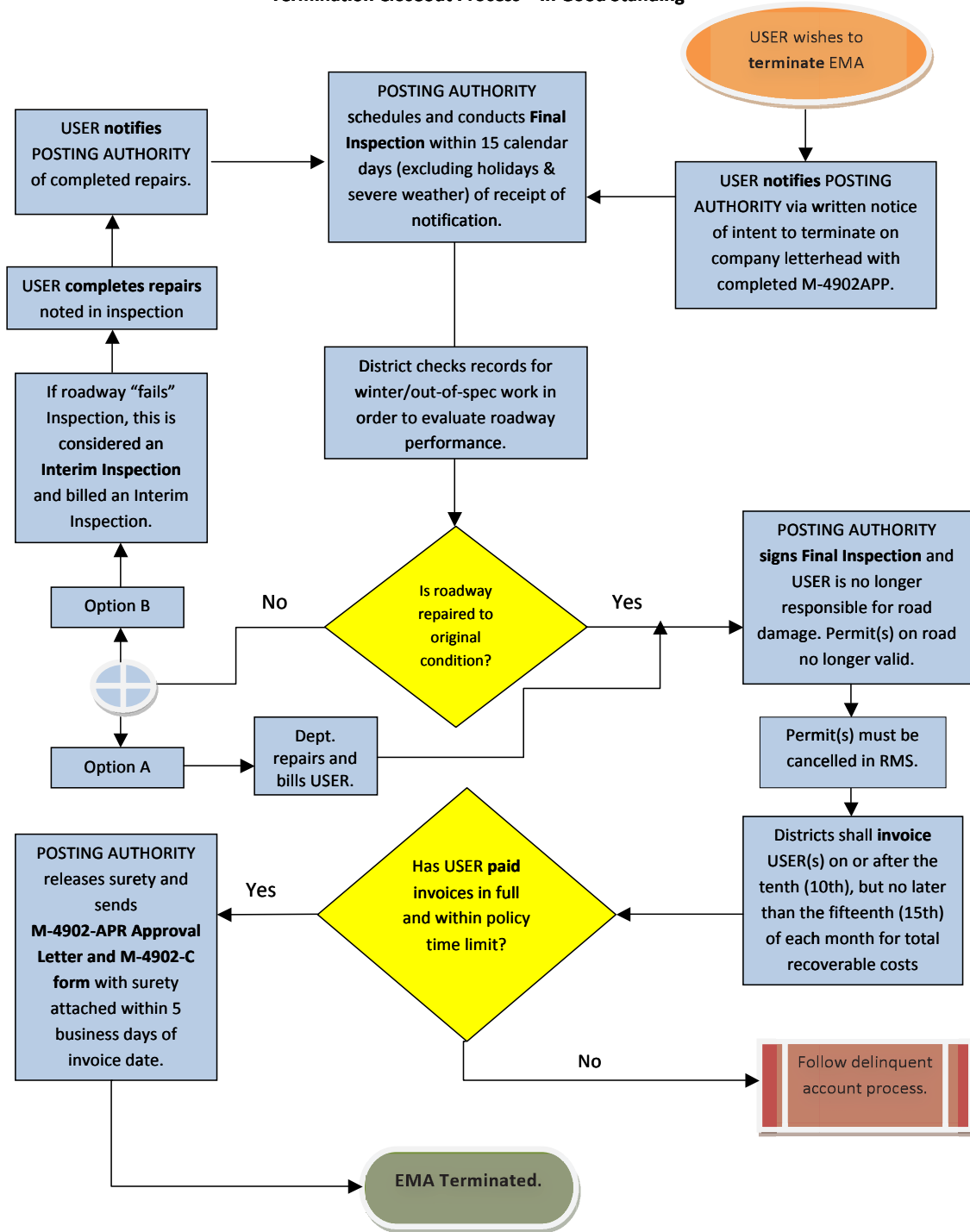
Process Flow Chart to Reinstate a Suspended Permit



* If businesses with no alternate routes requires truck traffic, the District may require work to start in less than 5 business days.

** If the District determines that the repairs will quickly deteriorate, other sections of the roadway will quickly deteriorate, or safety will become an issue, additional repairs should be required.

**Publication 23, Chapter 15 (07-2011) – Excess Maintenance Agreement (EMA)
Termination Closeout Process – In Good Standing**



M-4902L1 (7-12)

**EXCESS DAMAGE -
FIVE DAY NOTIFICATION LETTER**



DATE: _____

TO: _____

ATTN: _____
(CERTIFIED MAIL – RETURN RECEIPT REQUESTED)

FROM: _____

RE: Excess Damage – Five Day Notification of Roadway Repairs Needed (Letter 1)

_____ County *** S.R./Highway Designation: _____
Agreement No: _____ Permit No: _____

Dear _____:

On _____, the Department completed a roadway condition survey. During the survey, it was determined that there is excess damage present as a result of your heavy hauling operation.

As described in the Excess Maintenance Agreement (Revision 10-10-2010), Paragraph 7, Option B, Part 4:

“Promptly perform excess or preventative maintenance or restoration as needed. If the Posting Authority determines that the USER is not maintaining or restoring the portion(s) of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4 (above), the Posting Authority will notify the USER, in writing, of this determination and the USER shall promptly perform the required excess maintenance or restoration.”

Or as described in the revised version of the Excess Maintenance Agreement (Revision 4-22-2011), Paragraph 6, Option B, Section g:

“Promptly perform excess and preventative maintenance and restoration as needed pursuant to the requirements included in Exhibit “A”. If the Posting Authority determines that the USER is not maintaining or restoring the portion(s) of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4 (above), the Posting Authority will notify the USER, in writing, of this determination and the USER shall promptly perform the required excess maintenance, preventative maintenance or restoration.”

Therefore, advanced warning devices must immediately be placed at each damaged location to warn motorists of the deterioration and all Users are required to begin repairing the excess damage within 5 business days from receipt of this letter. Additionally, all repairs must be completed to the Department's satisfaction within 10 business days from the start of the repairs. If you or your contractor believes that it will take longer than 10 days to complete the necessary repairs, a work plan must be submitted to the District for approval. The work plan must indicate the anticipated project schedule with milestone dates and a scope of work of the repairs.

If your Department pre-qualified highway construction contractor does not start repairs within 5 business days and complete repairs within 10 days from the start of repairs or submit an approved work plan, your Authorization to Exceed Posted Weight Restrictions Permit for S.R. _____ will be suspended and the Pennsylvania State Police will be notified. The permit will not be reinstated until all the excess maintenance and restorations are completed to the Department's satisfaction.

All Users are responsible for roadway repairs and cooperation is expected. To assist in the coordination effort, all permittees are listed on the cc list of this letter.

Please contact _____ ,
_____ at _____
or email within one (1) business day to meet and discuss your plan of action and review the results of the road condition survey. Do not begin any repair work before giving advance notification to the contact above.

Sincerely,

District Executive
Engineering District _____.

Enclosure:
020/

cc: Pennsylvania State Police - _____
All Roadway Users - _____

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902L2 (7-12)

**EXCESS DAMAGE -
IMMEDIATE REPAIRS NEEDED LETTER**



Posting Authority: _____

User/Permitee: _____

Mail Date: _____
 _____ County S.R. _____

Excess Maintenance Agreement No. _____
 Authorization to Exceed Posted Highway Weight Restrictions Permit No. _____

RE: Excess Damage – Immediate Repairs Needed – Suspension of hauling operations (Letter 2)

Dear _____:

On _____, the Department completed a roadway condition survey. During the survey, it was determined that there is excess damage present as a result of your heavy hauling operation which poses a safety concern for motorists.

On _____, at _____, _____ was contacted and notified via _____ of the need to immediately stop all hauling operations until further notice and begin repairs immediately. This letter is a follow-up to that notification.

As described in the Excess Maintenance Agreement (Revision 10-10-2010), Paragraph 7, Option B, Part 4:

“Promptly perform excess or preventative maintenance or restoration as needed. If the Posting Authority determines that the USER is not maintaining or restoring the portion(s) of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4 (above), the Posting Authority will notify the USER, in writing, of this determination and the USER shall promptly perform the required excess maintenance or restoration.”

Or as described in the revised version of the Excess Maintenance Agreement (Revision 4-22-2011, Revision 5-12-2011), Paragraph 6, Option B, Section g:

“Promptly perform excess and preventative maintenance and restoration as needed pursuant to the requirements included in Exhibit “A”. If the Posting Authority determines that the USER is not maintaining or restoring the portion(s) of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4 (above), the Posting Authority will notify the USER, in writing, of this determination and the USER shall promptly perform the required excess maintenance, preventative maintenance or restoration.”

Therefore, due to the safety concerns to the traveling public, your Authorization to Exceed Posted Weight Restrictions Permit **has been suspended** until repairs are completed by a Department pre-qualified highway construction contractor, and the Department is satisfied that additional safety concerns are not imminent if hauling activities continue. The Department reserves the right to begin repairs with Department forces and seek reimbursement for all costs incurred in accordance with the agreement. Please contact _____, _____ at _____ to discuss your approach in addressing the roadway repairs. Do not begin any repair work prior to giving advance notification to the contact above.

Also, the Department will be reviewing this matter to make a determination whether to revoke your permit. To avoid having your permit revoked, please contact the Posted Roadway & Bonded Coordinator to set up a meeting within three business days of receipt of this letter to discuss any objection you might have regarding this decision.

All Users are responsible for roadway repairs and cooperation is expected. To assist in the coordination effort, all permittees are listed on the cc list of this letter.

You may appeal this decision by the Department to suspend your permit under 2 Pa. C.S. Sections 501-508 (relating to practice and procedure of Commonwealth agencies), 1 Pa. Code Part II (relating to general rules of administrative practice and procedure), and 67 Pa. Code Chapter 491 (relating to procedures before the Department) by submitting a written request. The written request shall include a filing fee as prescribed under the provisions of 67 Pa. Code Chapter 491 and the requisites of 34 Pa B. 4081, Pa. Bulletin Volume 34, Number 31, July 31, 2004, made payable to the "Commonwealth of Pennsylvania", and a copy of this letter shall accompany the written request. A copy of the Administrative Docket Filing Fee Schedule is enclosed for your reference. The written request for a hearing shall contain a clear, concise statement of the facts, including the essential elements of the case and the relief requested. Filing fee questions may be addressed to the Administrative Docket at (717) 772-8397.

This letter will serve as notice to the Pennsylvania State Police that your permit is suspended.

If you have any questions, please contact _____, _____ at _____.

Sincerely,

 District Executive
 Engineering District ____.

Enclosure:
 020

cc: Pennsylvania State Police - _____
 All Roadway Users - _____

bcc: Director of the Bureau of Maintenance & Operations
 Chief of the Roadway Management Division
 Appropriate District Staff
 County Maintenance Manager - _____

M-4902L3 (7-12)

**EXCESS DAMAGE -
PERMIT SUSPENSION LETTER**



DATE: _____

TO: _____

ATTN: _____

(CERTIFIED MAIL – RETURN RECEIPT REQUESTED)

FROM: _____

RE: Excess Damage – Permit Suspension (Letter 3)

_____ County *** S.R.: _____

Excess Maintenance Agreement No: _____

Authorization to Exceed Posted Highway Weight Restrictions Permit No.: _____

Dear _____:

The Department sent you a certified letter (enclosed) dated _____ requiring a Department pre-qualified highway construction contractor to complete the necessary repairs or your permit would be suspended and hauling operations would need to cease.

The requirements of that letter have not been met. Therefore, in accordance with Paragraph 7, Part 5 (a) (revision 10-10-2010) or in Paragraph 10, Part (d) (revision 4-22-2011) of your Excess Maintenance Agreement your Authorization to Exceed Posted Weight Restrictions Permit **is now suspended** until repairs are completed by a Department pre-qualified highway construction contractor.

If repairs are not started or completed in a timely manner, the Department reserves the right to begin repairs with Department forces and will seek reimbursement for all costs incurred as in accordance with this agreement. The Department will address roadway repairs as part of their normal maintenance program and work will be scheduled based on project priority and funding. Please note, the Department’s improvements will be based on normal maintenance and usage of the roadway and may not address the heavy hauling activities. If a User wants to improve the roadway to a higher level and/or on a date prior to the Department’s normal maintenance schedule, a User may agree to complete the needed roadway maintenance and restoration as part of their excess maintenance agreement.

Please contact _____, _____ at _____ or email at _____ within one (1) business day to meet and discuss your plan of action and review the results of the road condition survey. Do not begin any repair work before giving advance notification to the contact above.

At this time, we are reviewing the suspended permit and will make a determination whether to revoke your permit. To avoid having your permit revoked, please contact the Posted Roadway & Bonded Coordinator to set up a meeting within three (3) business days of receipt of this letter to discuss any objection you might have to our decision.

You may appeal this decision by the Department under 2 Pa. C.S. Sections 501--508 (relating to practice and procedure of Commonwealth agencies), 1 Pa. Code Part II (relating to general rules of administrative practice and procedure), and 67 Pa. Code Chapter 491 (relating to procedures before the Department) by submitting a written request. The written request shall include a filing fee as prescribed under the provisions of 67 Pa. Code Chapter 491 and the requisites of 34 Pa B. 4081, Pa. Bulletin Volume 34, Number 31, July 31, 2004, made payable to the "Commonwealth of Pennsylvania", and a copy of this letter shall accompany the written request. A copy of the Administrative Docket Filing Fee Schedule is enclosed for your reference. The written request for a hearing shall contain a clear, concise statement of the facts, including the essential elements of the case and the relief requested. Filing fee questions may be addressed to the Administrative Docket at (717) 772-8397.

This letter will serve as notice to the Pennsylvania State Police that your permit is suspended. If you have any questions, please contact _____, _____ at _____.

Sincerely,

District Executive
Engineering District _____.

Enclosure:
020

cc: Pennsylvania State Police - _____
All Roadway Users - _____

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902L4 (7-12)

**EXCESS DAMAGE -
PERMIT REVOCATION LETTER**



DATE: _____

TO: _____

FROM: _____

RE: Excess Damage – Permit Revocation (Letter 4)

_____ County *** S.R./Highway Designation: _____
Agreement No: _____ Permit No: _____

Dear _____:

In accordance with Paragraph 7, Part 5 (a) (revision 10-10-2010) or Paragraph 10, Part (d) (revision 4-22-2011) of your Excess Maintenance Agreement, your Authorization to Exceed Posted Weight Restrictions Permit was suspended on _____.

As a result of your failure to complete the necessary repairs, your Authorization to Exceed Posted Highway Weight Restrictions Permit is **revoked**, effective immediately. This letter will also serve as notice to the Pennsylvania State Police that your permit that was previously suspended is now revoked. In addition, this letter also serves as notice to your surety company that the Department may take action against your bond.

If you have any questions, please contact _____,
_____ at _____.

Sincerely,

District Executive
Engineering District _____.

Enclosure:
020

cc: Pennsylvania State Police - _____
Surety Company - _____
All Roadway Users - _____

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902L5 (7-12)

TERMINATION OF EXCESS MAINTENANCE AGREEMENT LETTER



DATE: _____

TO: _____

FROM: _____

RE: Termination of Excess Maintenance Agreement (Letter 5)

_____ County *** S.R./Highway Designation: _____
Agreement No: _____ Permit No: _____

Dear _____:

As a result of _____,
your Authorization to Exceed Posted Weight Restriction Permit was revoked on _____.
We regret to inform you that since no actions were taken for the reasons stated above; as of this date we
are terminating your Excess Maintenance Agreement and all active bonded road permits. We may also
take action against your Performance Bond # _____ related to the above agreement
in the amount of \$_____.

You may appeal this decision by the Department under 2 Pa. C.S. Sections 501--508 (relating to
practice and procedure of Commonwealth agencies), 1 Pa. Code Part II (relating to general rules of
administrative practice and procedure), and 67 Pa. Code Chapter 491 (relating to procedures before the
Department) by submitting a written request. The written request shall include a filing fee as prescribed
under the provisions of 67 Pa. Code Chapter 491 and the requisites of 34 Pa B. 4081, Pa. Bulletin Volume
34, Number 31, July 31, 2004, made payable to the "Commonwealth of Pennsylvania", and a copy of this
letter shall accompany the written request. A copy of the Administrative Docket Filing Fee Schedule is
enclosed for your reference. The written request for a hearing shall contain a clear, concise statement of
the facts, including the essential elements of the case and the relief requested. Filing fee questions may be
addressed to the Administrative Docket at (717) 772-8397.

If you have any questions, please contact _____,
_____ at _____.

Sincerely,

District Executive
Engineering District _____.

Enclosure:
020

cc: Pennsylvania State Police - _____
Surety Company - _____
All Roadway Users - _____

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902L6 (7-12)

PERMIT REINSTATEMENT LETTER



DATE: _____

TO: _____

FROM: _____

RE: Permit Reinstatement (Letter 6)

_____ County *** S.R./Highway Designation: _____
Agreement No: _____ Permit No: _____

Dear _____:

By the letter dated _____, the Department _____
your Authorization to Exceed Posted Weight Restrictions Permit.

This letter is to notify you that Authorization to Exceed Posted Weight Restrictions Permit No.
_____ is reinstated, effective _____.

Should you have any questions, please contact _____,
_____ at _____.

Sincerely,

District Executive
Engineering District _____.

cc: Pennsylvania State Police - _____
Surety Company (Revocation Only) - _____
All Roadway Users - _____

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902L7 (7-12)

**EXCESS DAMAGE -
LOCAL STATUS LETTER**



DATE: _____

TO: _____

FROM: _____

RE: Excess Damage – Local Status

_____ County *** S.R./Highway Designation: _____
Agreement No: _____ Permit No: _____

Dear _____:

This letter is to inform you that the Department determined during a routine roadway review, that excess damage was found on State Route _____. The Department’s investigation determined that this damage is a result of your over-posted-weight hauling activities. This State Route is currently posted for a weight limit of _____ tons.

As described in 67 Pa. Code, Section 189.3(b), Local Traffic;
“Vehicles determined likely to damage highway. If the posting authority determines that one or more over-posted-weight vehicles are likely to damage the highway, the posting authority will so notify the registrants of the over-posted-weight vehicles or owners of the destination or destinations, or both, and will also notify State and local police. After 2 business days following delivery of the notice, or after 5 days following mailing of the notice, such over-posted-weight vehicles shall not exceed the posted weight limits except in accordance with the provisions of § 189.4 (relating to use under permit).”

Therefore, in accordance with Section 189.3(b) and as a result of the excess damage, you are required to cease all hauling activities after 2 business days following delivery of this notice, or after 5 days following mailing of this notice. Furthermore, you may be liable for any damages you are found to have caused and may be required to repair the damages documented on the inspection form, which is attached.

In order to continue over-posted-weight hauling activities, you must apply for an Excess Maintenance Agreement with the appropriate required security in order to receive a permit to exceed the posted weight limit. Once the Agreement is fully executed by the Department, a permit to exceed the posted weight limit will be issued.

You may appeal this decision by the Department under 2 Pa. C.S. Sections 501--508 (relating to practice and procedure of Commonwealth agencies), 1 Pa. Code Part II (relating to general rules of administrative practice and procedure), and 67 Pa. Code Chapter 491 (relating to procedures before the Department) by submitting a written request. The written request shall include a filing fee as prescribed under the provisions of 67 Pa. Code Chapter 491 and the requisites of 34 Pa B. 4081, Pa. Bulletin Volume 34, Number 31, July 31, 2004, made payable to the "Commonwealth of Pennsylvania", and a copy of this letter shall accompany the written request. A copy of the Administrative Docket Filing Fee Schedule is enclosed for your reference. The written request for a hearing shall contain a clear, concise statement of the facts, including the essential elements of the case and the relief requested. Filing fee questions may be addressed to the Administrative Docket at (717) 772-8397.

Please contact _____,
 at _____ or email at _____
 within 1 business day to meet and discuss your plan of action and review the results of the inspection form. Do not begin any repair work before calling in advance notification to the contact above.

If you have any questions or need further assistance on this matter, please contact
 _____,
 at _____.

Sincerely,

 District Executive
 Engineering District ____.

020/

Cc: Pennsylvania State Police - _____
 Local Police - _____

bcc: Director of the Bureau of Maintenance & Operations
 Chief of the Roadway Management Division
 Appropriate District Staff
 County Maintenance Manager - _____

M-4902L8 (7-12)

NOTIFICATION OF SECURITY/INSURANCE EXPIRATION LETTER



DATE: _____

TO: _____

ATTN: _____
(CERTIFIED MAIL – RETURN RECEIPT REQUESTED)

FROM: _____

RE: Notification of Excess Maintenance Agreement Security/Insurance Expiration (Letter 8)

_____ County *** S.R.: _____
Excess Maintenance Agreement No: _____
Authorization to Exceed Posted Highway Weight Restrictions Permit No.: _____

Dear _____:

Upon review of Excess Maintenance Agreement No.: _____ it has been determined that the security and/or certificate of general liability insurance provided for this Agreement in the form of, _____, dated _____, will expire on _____

Occurrence Based Public Liability Insurance, dated _____, will expire on _____.

As stated in the Excess Maintenance Agreement, the USER must execute and deliver to the Department the following type(s) of security pursuant to 67 PA Code, Chapter 189, "Hauling in Excess of Posted Weight Limit":

- Irrevocable Letter of Credit
- Performance Bond
- Other security acceptable to the Department

Also as stated in the Excess Maintenance Agreement, when all excess and preventative maintenance and restoration shall be performed by the USER and/or its contractor(s) (Option "B"), the USER must provide evidence to the Department of public liability insurance for bodily injury and property damage in the minimum amounts of \$250,000 per each person and \$1,000,000 each occurrence.

If the USER desires to continue hauling in excess of the posted weight operations beyond the date of the security and/or insurance expiration, a continuance letter must be provided to the Department. The security and/or insurance must be current and in one of the forms listed above.

If proof of current security and/or insurance is not provided by the expiration date, the USER will risk suspension of all Authorization to Exceed Posted Weight Restrictions Permits under this Excess Maintenance Agreement.

If the USER desires to discontinue hauling operations and close out the Excess Maintenance Agreement, please notify the District Posted and Bonded Roads Coordinator so the Excess Maintenance Agreement can be properly closed out. Please be aware that if the close-out process requires final inspection and/or repairs that extend beyond the security expiration date, a continuance of the existing security or new security will be required.

Please bear in mind the amount of security must be adequate to cover current over the posted weight hauling activities. If additional over the posted weight hauling activities are anticipated within the security period, it may be prudent to consider additional security at the time of renewal to avoid delays in permit acquisition in the future.

Please contact _____ ,
_____ at _____
or email at _____ if you have any questions regarding
this notification.

Sincerely,

District Executive (or Designee)
Engineering District ____ -0

Enclosure:
020/

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902L9 (7-12)

**SECURITY/INSURANCE EXPIRED -
PERMIT SUSPENSION LETTER**



DATE: _____

TO: _____

ATTN: _____
(CERTIFIED MAIL – RETURN RECEIPT REQUESTED)

FROM: _____

RE: Security/Insurance Expired – Permit Suspension (Letter 9)

_____ County *** S.R.: _____
Excess Maintenance Agreement No: _____
Authorization to Exceed Posted Highway Weight Restrictions Permit No.: _____

Dear _____:

The Department sent the enclosed certified letter dated _____ notifying you that the security and/or certificate of general liability insurance provided for Excess Maintenance Agreement No. _____ would expire on _____. As of the date of this letter, the Department has not received the necessary security and/or certificate of insurance.

In accordance with the Excess Maintenance Agreement your Authorization to Exceed Posted Highway Weight Restrictions Permit No(s)

_____ is (are) now **suspended** and all hauling operations covered under these permits must cease effective immediately.

To reinstate your permit(s), please provide the proper security and/or certificate of general liability insurance to the Department as noted in the attached letter. Please contact the District Posted and Bonded Roads Coordinator to set up a meeting within three (3) business days of receipt of this letter to discuss any objection you might have to suspension of these permit(s).

You may appeal this decision to the Department under 2 Pa. C.S. Sections 501--508 (relating to practice and procedure of Commonwealth agencies), 1 Pa. Code Part II (relating to general rules of administrative practice and procedure), and 67 Pa. Code Chapter 491 (relating to procedures before the Department) by submitting a written request. The written request shall include a filing fee as prescribed

under the provisions of 67 Pa. Code Chapter 491 and the requisites of 34 Pa B. 4081, Pa. Bulletin Volume 34, Number 31, July 31, 2004, made payable to the "Commonwealth of Pennsylvania", and a copy of this letter shall accompany the written request. A copy of the Administrative Docket Filing Fee Schedule is enclosed for your reference. The written request for a hearing shall contain a clear, concise statement of the facts, including the essential elements of the case and the relief requested. Filing fee questions may be addressed to the Administrative Docket at (717) 772-8397.

This letter will serve as notice to the Pennsylvania State Police that your permit(s) is/are suspended. If you have any questions, please contact _____,
_____ at _____.

Sincerely,

District Executive
Engineering District _____.

cc: Pennsylvania State Police - _____

bcc: Director of the Bureau of Maintenance & Operations
Chief of the Roadway Management Division
Appropriate District Staff
County Maintenance Manager - _____

M-4902C (6-12)

WEIGHT RESTRICTED HIGHWAYS PROGRAM RELEASE OF SECURITY

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us

Date: _____

To: _____

From: _____

Reference: Weight Restricted Highways Programs / Excess Maintenance Agreement

Dear: _____

Reference is made to the above **Agreement** by and between the **POSTING AUTHORITY** and _____
covering maintenance responsibility in accordance with Excess Maintenance Agreement
Number _____ for damages arising due to heavy hauling on a weight restricted roadway.

As of _____ the above stated **User's** hauling activities have been completed. A Final Inspection determined that no damages were identified and all obligations under this agreement have been met.

Therefore By-Way-Of this letter this Agreement is canceled and obligations of the parties assumed thereunder and permission to move vehicles in excess of the Posted Weight Limits have ceased.

We are returning herewith your surety, Numbered _____
in the amount of _____.

Sincerely,

Posting Authority's Authorized Representative Date

Signatory's Title

Attachment(s)

cc: (Insert Posting Authority's Copy List)

(DOT Copy List)
Office of the Comptroller, Forum Place, 9th Floor, 555 Walnut Street, Harrisburg, PA 17101
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