

COUNTY OF BERKS

Invitation to Bid #25-19-SKMZ

for

**Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and
Greenawalt Bridge #32A**

Issued on November 24, 2025

Pre-Bid Conference:

**Thursday, December 11, 2025, at 10:00 A.M., Local Prevailing Time
Refer to Section One, paragraph #1.C for details.**

Submittal Deadline:

**Thursday, January 15, 2026, by 2:00 P.M., Local Prevailing Time
Refer to Section One, paragraph 4 for submittal instructions.**

Opening Date/Time:

Thursday, January 15, 2026, at 2:15 P.M., Local Prevailing Time

County's Point-of-Contact for this ITB:

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Engineer for this Project is:

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This Invitation to Bid (ITB) package consists of [180] pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

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SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1. BID DOCUMENT AVAILABILITY & PRE BID

A. The Bid Documents have been prepared by and may be obtained from the County of Berks. The Bid Documents are made available only for the purpose of obtaining Bids for this Project. Their availability does not grant a license for other purposes.

B. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the County of Berks should the documents be incomplete, or upon finding discrepancies or omissions in the Bid Documents. Bidder shall be responsible for the completeness of their set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents subsequent to the award of Bid. All requests for clarifications must be in writing and received by the County of Berks no less than ten (10) days before Bid deadline. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and shall be forwarded to all known Bidders. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over original Bid Documents and shall be so honored by Bidders in preparing their Bids.

C. A pre-bid meeting will be held at the Kutz Mill Covered Bridge, in Greenwich Township, on Thursday, December 11, 2025, beginning promptly at 10:00 A.M., followed by a site visit to Greenawalt Bridge, in Albany Township. For the purposes of electronic navigation, the GPS coordinates of the Bridges are 40°32'01.4"N 75°48'19.2"W for Kutz Mill Covered Bridge and 40°36'13.2"N 75°52'22.2"W for Greenawalt Bridge.

D. The purpose of this meeting is to conduct a question and answer session regarding this ITB package to maximize the Bidders' understanding of the requirements of this ITB and to conduct a site tour to allow Bidders to become familiar with the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site relieve the Bidder from the consequences of such failure and shall not constitute grounds for a claim after contract award. A list of those companies represented at the pre-bid meeting will be recorded.

2. DEFINITIONS

A. Bid Documents: Advertisement for Bids, Instructions to Bidders and General Conditions of Contract, Bid Bond, Performance Bond, Payment Bond, Non-Collusion Affidavit, Worker Protection and Investment Certification Form, Subcontractors List, Equipment Suppliers List, Alternates/Substitution List, List of Statutes, Specifications, Plans (if applicable), Bid Form and any Addenda.

B. Bidder: Person or entity submitting a Bid.

C. Bid Sum: Monetary sum identified by Bidder in Bid Form.

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D. Contract: Bid Documents and Contract. The terms “Contract” and “Contract Documents” are used interchangeably.

E. Contractor: Successful Bidder, i.e., Bidder to whom Contract is awarded.

F. Project: Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A

G. County: County of Berks, its agents, employees and/or authorized representative.

3. APPLICABILITY OF INSTRUCTIONS AND CONDITIONS

These Instructions to Bidders and General Conditions of Contract are a standardized listing of items generally applicable to Bids for contracted services, specific projects, annual maintenance and other annual contracts entered into by the County. Where an item applies in limited cases, the same shall be noted as well as the conditions respecting applicability. If a Bidder is unsure as to the applicability of a particular item, the County should be contacted for clarification.

4. PREPARATION AND SUBMISSION OF BIDS

A. Bidder shall be solely responsible for the delivery of its Bids in the manner and time prescribed. All Bids must be received by the County at the place designated in the Advertisement for Bids, prior to the time designated in the Advertisement for Bids for Bid opening. Bids received after the time advertised for Bid opening shall be returned to Bidders unopened.

B. Bids shall be prepared and submitted on forms furnished by the County. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Bid Sum. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, transportation, placement, handling charges, labor, overhead, profit, etc.

C. All Bids shall be irrevocable for a period of sixty (60) days from Bid opening or a longer time if required elsewhere in the Bid Documents or by law. County shall be permitted to order increased quantities of any item Bid, over and above those specified, at the Bid Sum included in the Bid during said sixty (60) day period.

D. The Bid Form shall be signed in accordance with the following:

(1) If the Bidder is an individual, the Bid shall be executed by him, personally; his signature shall be witnessed; his business address shall be stated, and any trade name employed in the conduct of his business shall be stated.

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(2) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.

(4) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

E. Bids exceeding Five Thousand Dollars (\$5,000.00) shall be accompanied by Bid Security in the form of a Bid Bond prepared on the form contained in the Bid Documents. The Bid Bond shall be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Bid. The Bid Bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Bid Bond shall name as payee or obligee, as appropriate, the County, and shall be in an amount not less than Ten Percent (10%) of the Bid Sum. Bid Bonds will be returned upon Bidder's request on or after sixty (60) calendar days following the opening of Bids. Bid Bonds accompanying the lowest proposal will be returned upon submission and approval of the required Payment Bond and Performance Bond by the successful Bidder to the County.

F. As a precondition of the award of the Contract, the Bid shall be accompanied by a completed Verification Form required by the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637) acknowledging the Bidder's responsibilities and compliance with the Public Works Employment Verification Act. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form. If awarded the Contract, Bidder shall cause each Subcontractor (as defined in the Public Works Employment Verification Act) to submit to the Owner a separate and complete Verification Form, executed by a representative who has sufficient knowledge and authority to make the

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representations and certifications contained in the Verification Form, as required by the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637), for before performing any Work on the Project.

G. To ensure compliance with all applicable Pennsylvania state labor and workforce safety laws, the Bid shall be accompanied by a completed Worker Protection and Investment Certification Form BOP-2201 acknowledging the Bidder's responsibilities and compliance with Executive Order 2021-06, Worker Protection and Investment, October 21, 2021. Refer to Appendix "E" for the Worker Protection and Investment Certification Form BOP-2201. The Worker Protection and Investment Certification Form BOP-2201 shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Form.

H. All Bids, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly identified with Bidder's name and the name of the Project subject to the Bid. The envelope should also contain a notation that it should not be opened until the time specified for Bid opening. Bid envelopes not bearing this notation and opened in error may be rejected by the County, in its sole discretion. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the County, and must be received prior to the date and time specified for Bid opening.

5. STANDARD OF QUALITY

A. The various materials and products specified in the Specifications by name or description are given to establish a standard of the quality and of cost for Bid purposes. It is not the intent to limit the Bidder, the Bid or the evaluation of the Bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be deemed to be followed by the words "or alternatives of the quality necessary to meet the specifications." A Bid containing an alternative which does not meet the Specifications may be declared non-responsive. A Bid containing an alternative may be accepted but, if an award is made to that Bidder, the Bidder will be required to replace any alternatives which do not meet the Specifications.

B. No substitution (alternative) will be considered prior to receipt of Bids unless written request for approval has been received by the County at least ten (10) days prior to the date for receipt of Bids. Such requests shall include, but not be limited to, the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including, without limitation, technical information, specifications, manufacturer's name and catalog number, drawings, performance and test data, and other information necessary for an evaluation. Bidder shall provide samples if requested. A descriptive catalog must accompany the Bid.

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C. If the County approves a proposed substitution (alternative) prior to receipt of Bids, such approval will be set forth in an Amendment. Bidders shall not rely upon approvals in any other manner.

D. Substitutions (alternatives) may be submitted as part of a Bid only if the Bidder includes all information required under paragraph B. above for each substitution (alternative) submitted as part of the Bid and clearly indicates the request for substitution (alternative) on the form of proposal. The County shall not be required to consider or accept any substitution (alternative) that is not specifically identified in a written request for substitution included with the Bid submittal. Failure of the successful Bidder to specifically identify a substitution (alternative) in a request for substitution included with its Bid submittal shall result in the successful Bidder being required to complete the work using materials and products named in the Specifications.

E. The County shall be the sole judge in making a determination as to quality and the County shall have the sole and absolute discretion to decide whether to accept any substitution (alternative) in a request for substitution. If the Bidder submits no written request for substitution with the Bid submittal, it is understood that the Bidder will supply the specific item named in the Specifications.

6. MODIFICATION AND WITHDRAWAL

A. Bids may not be modified after submittal.

B. Bids may be withdrawn after submittal, provided Bidder makes his request to withdraw in writing and the request is received prior to the time specified for Bid opening.

C. Negligence by Bidder in preparing his Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw his Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Act is required to withdraw a Bid after Bid opening.

7. OPENING OF BIDS

Bids will be publicly opened at 2:15 P.M., local prevailing time, on Thursday, January 15, 2025 (“Bid Opening”), through a Microsoft Teams meeting. A summary of bids received (company name and Bid price) will be posted on the Purchasing Department page of the County’s website (www.berkspa.gov). The public may participate in the opening of this invitation to bid through the URL shown below.

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The Microsoft Teams URL for the opening can be located of the following site under the listing for this specific ITB: <https://www.berkspa.gov/departments/purchasing/itb-rfp>.

Refer to Appendix F for detailed instructions on how to participate in the opening through a Microsoft Teams meeting.

8. QUALIFICATIONS

Prior to the award of Contract, County may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business.

9. COLLUSIVE BIDS

More than one Bid for one Contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids.

10. BID INELIGIBILITY

A. Failure to provide Bid Security shall result in rejection of Bid.

B. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited alternate Bids, or which contain alteration of Bid Forms, may be rejected by the County in its sole and absolute discretion. In addition, Bids failing to adhere to the Specifications as provided in Exhibit “A” attached to the Contract may be rejected by the County in its sole and absolute discretion.

C. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the County in its sole and absolute discretion.

D. Bids where the prices are obviously unbalanced may be rejected by the County in its sole and absolute discretion.

E. Bids containing “escalator” clauses may be rejected by the County at the County’s sole and absolute discretion.

F. All Bids shall conform with these Instructions to Bidders and General Conditions of Contract. Bids containing minor irregularities or informalities, not relating to price, time, or changes in the work to be performed pursuant to the Contract, may be rejected at the County’s sole

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and absolute discretion. The County reserves the right to waive any such informalities or irregularities when a waiver is in the County's best interest.

11. BID REJECTION OR AWARD

The County reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the County's best interest. The County reserves the right to reject a Bid if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contracts properly or on time as determined by the County in its sole discretion. If a Contract is awarded, it will be to the lowest responsible Bidder, provided such Bidder's Bid is reasonable and in the County's interest to accept.

In the event of a dispute between a Bidder and the County regarding the County's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the County. The contesting Bidder shall pay such legal fees, professional fees, or other costs or expenses within seven (7) days of receipt of the County's invoice. Furthermore, under no circumstances shall the County be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the County decides not to award the Contract to such Bidder based upon the County's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive, responsible Bidder.

12. CONTRACT

A. Every Contract shall be awarded by the County to the lowest responsible Bidder within sixty (60) calendar days of the date of Bid opening, unless this time is extended by the mutual consent of the Bidder and the County.

B. The County reserves the right to award a Contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

C. A Contract shall be awarded and shall become binding upon the Bidder and the County pursuant to the issuance of an Contract by the County covering any or all items included in the Bid.

D. The Contract Documents consist of the Contract and the Bid Documents.

13. PAYMENT AND PERFORMANCE BONDS

A. In accordance with the Public Works Contractors' Bond Law of 1967, Act of Dec. 20, 1967, P.L. 869, No. 385 any Contract for construction, reconstruction, alteration or repair of any public building or other public work in an amount exceeding Five Thousand Dollars

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(\$5,000.00) the Contractor shall furnish to County the following bonds, which shall be binding upon the award of said Contract to such Contractor:

(1) A performance bond in the amount of One Hundred Percent (100%) of the contract sum, conditioned upon the faithful performance of the Contract in accordance with the Contract Documents shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of County.

(2) A payment bond in the amount of One Hundred Percent (100%) of the contract sum, shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to the Contractor, or to any of the Contractor's subcontractors, in the prosecution of the work provided for in such Contract, and shall be conditioned upon the prompt delivery of such materials furnished or labor supplied or performed in the prosecution of the work.

B. Each of the above-referenced bonds shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U. S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

C. Failure of a Contractor to submit the required bonds within ten (10) calendar days of the date of the County's Contract shall constitute a default by the Contractor, and the County may, at its sole discretion, award the Contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required bonds. Other forms of bonds or changes in amounts may be required in the Specifications.

14. DETAILED COST BREAKDOWN

For any Contract exceeding Five Thousand Dollars (\$5,000), Contractor shall submit a Detailed Cost Breakdown (the total of which shall equal the full amount of the contract sum), and a list of all materials including the number of units to be installed and/or delivered and the price applicable thereto (which shall include, without limitation, delivery, transportation, placement, handling charges, labor, overhead and profit, etc.) in a form acceptable to the County. The Detailed Cost Breakdown shall be submitted to the County within ten (10) calendar days of the date of the County's Contract. The County shall have the right to withhold payment to Contractor until the Detailed Cost Breakdown is submitted by the Contractor.

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15. RECEIVING HOURS

All shipments are to be made to the County in accordance with the instructions forwarded to the successful Bidder by the County. All deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, except on County holidays.

16. INSURANCE

All Contractors doing work for the County shall carry such liability insurance as set forth below to fully protect the County against all claims which may arise. No work shall be started until the County has been provided Certificates of Insurance executed by an insurer licensed or approved to transact the business of insurance in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. The Contractor shall at its own expense, purchase and maintain insurance in companies having an A- or better, or financial rating of IX or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being satisfactory to the County. All Certificates of Insurance must indicate that the County, and its agents, if applicable, have (through endorsement to the policy) been specifically named as additional insured parties. The Certificate of Insurance must also provide that the policy will not be cancelled, materially changed, or allowed to expire until at least ten (10) days prior written notice, by certified mail, has been provided to the County, and its agents, if applicable. In addition, all of the Contractor's insurance policies and the Certificate of Insurance shall state that all of the Contractor's insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Contractor shall be deemed to be in default.

Bidders must provide with their bid a sample certificate of insurance evidencing, at minimum, the insurance coverage, types and levels set forth below.

A. General Liability Insurance. General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Bid Documents. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included.

- (i) Bodily Injury: \$1,000,000 each occurrence, \$2,000,000 aggregate
- (ii) Property Damage: \$1,000,000 each occurrence , \$2,000,000 aggregate

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- B. Automobile Liability. (Including owned, non-owned and hired vehicles).
- (i) Bodily Injury: \$1,000,000 each occurrence.
 - (ii) Property Damage: \$1,000,000 each occurrence.
- C. Workers' Compensation and Employers' Liability.
- (i) Employers' Liability: \$500,000 each accident.
\$500,000 disease policy limits.
\$500,000 disease – each employee.
 - (ii) Statutory Limits for Workers' Compensation.
- D. Umbrella Excess Liability: \$2,000,000 for each occurrence and \$2,000,000 in the aggregate which provides excess coverage over all underlying insurance policies.
- E. Contractor's Pollution Liability: \$1,000,000 each loss
\$1,000,000 aggregate
Coverage to be provided for pollution claims resulting from the operations of the Contractor and any Subcontractors, as well as any materials or supplies brought onto the jobsite. Policies to include coverage for Bodily Injury, Property Damage, and Cleanup Costs. Including Mold Coverage and Asbestos Coverage

Contractor's failure to procure the necessary insurance and/or submit the required Certificates of Insurance, as stated above, within ten (10) calendar days of the County's Contract shall constitute a default by the Contractor, and the County may, at its sole discretion, award the Contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required insurance coverage. Other forms of insurance or changes in the amounts may be required in the Specifications.

Prior to commencement of the performance of the Contract, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, its elected officials, agents, and employees as additional insureds for "ongoing operations" and "products and completed operations" for a period of three years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 04 13 and CG 20 37 04 13 or their equivalent. Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause.** The County of Berks reserves

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the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the project and provide that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. Such certificate shall be issued to: County of Berks, Attn: Director, Contracts & Procurement, 633 Court Street, 13th Floor Services Center, Reading, PA 19601.

The Contractor's General Liability policy shall include the CG2503 Designated Construction Project's General Aggregate Limit or its equivalent.

The minimum coverage limits set forth herein shall be subject to periodic review, and the County reserves the right to require that the Contractor increase the minimum coverage limits if, in the reasonable opinion of the County, the minimum coverage limits become inadequate.

17. FAMILIARITY WITH PROPOSED WORK

The Contract is entered into by the County with the understanding that the Contractor, prior to submission of its Bid, acquainted itself with the requirements of all Bid Documents, all utilities in existence to which connections are to be made and other requirements of the Contract, and that the Contractor has obtained all necessary information for completion of the work on or before the date(s) specified. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

18. SAFETY DATA SHEETS; Right To Know Act

Each Bidder submitting a Bid for any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for which they submit a Bid, along with the Bid. Failure to include the material safety data sheets with the Bid will void the Bid for that particular material. The County reserves the right to reject Bids for products that contain hazardous materials if, in the County's discretion, the product is too hazardous to be used. All successful Bidders shall comply with all other terms and conditions of the Pennsylvania Worker and Community Right-to-Know Act, Act No. 159 of 1984, 35 P.S. §7301

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et seq., providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

19. HUMAN RELATIONS ACT

For contracts for construction, alteration or repair of any public building or public work, the provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. For contracts for construction, alteration or repair of any public building or public work, Contractor does hereby agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended, which are hereby made part of all said contracts. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

20. PREVAILING WAGE RATES

A. For contracts for construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding Twenty-Five Thousand Dollars (\$25,000), in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 *et seq.*, and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Pennsylvania Prevailing Wage Act, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Contract.

B. If the project is subject to the Davis Bacon wage rates and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Administrator of the Wage and Hour Division of the U.S. Department of Labor, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Bacon Davis Act, regulations and the Prevailing Minimum Wage Rates, as determined by the Administrator of the Wage and Hour Division of the U.S. Department of Labor, are made part of all said Contract.

21. DISCRIMINATION PROHIBITED

According to Section 62 Pa.C.S.A. § 3701, the Contractor agrees that for any contracts entered into with the County for the construction, alteration or repair of any public building or public work shall contain the following provisions:

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A. In the hiring of employees for the performance of work under the Contract, or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

B. No contractor, subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

C. The Contract may be canceled or terminated by the County, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

D. The Contractor shall include the provisions of this Paragraph 21(a), (b) and (c) in every subcontract so that such provisions will be binding, upon each subcontractor.

E. Contractor and each subcontractor or any person acting on their behalf shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the County and the Bureau of Professional Selections and Administrative Services, for purposes of investigation, to ascertain compliance with the terms or conditions of the Contract. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the County or the Bureau of Professional Selections and Administrative Services.

22. STEEL PRODUCTS PROCUREMENT

For contracts for construction, reconstruction, alteration, repair, improvement or maintenance of public works, in accordance with the Pennsylvania Steel Products Procurement Act, Act No. 3 of 1978, P.L. 6, 73 P.S. § 1881 *et seq.*, if any steel or steel products are to be used or supplied in the performance of such contracts, only those produced in the United States as defined in the Pennsylvania Steel Products Procurement Act shall be used or supplied in the performance of the contracts or any subcontract thereunder. In accordance with Act 161 of 1982, cast iron products shall be included in the requirements pertaining to the production of steel product in the United States. In accordance with Act 141 of 1984, steel products shall be defined to include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixtures), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the

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United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

23. CASH ALLOWANCES

No cash allowances for any purposes are included in the Specifications for this Project.

24. PREVENTION OF ENVIRONMENTAL POLLUTION

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of federal and state statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the Bid Documents is a list of Pennsylvania statutes. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations that affect the Project on which Bids are being received. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

25. EROSION CONTROL

Contractors performing excavation work shall comply with all rules and regulations of Chapter 102, Title 25 of the Pennsylvania Code (25 Pa. Code Section 102.1, et seq.), relating to soil erosion and sedimentation control. Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Resources for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storm water and prevent dust and particles from being distributed on site.

26. BLASTING

All storage, handling and use of explosives for the purpose of excavation shall be performed by the Contractor in strict accordance with Title 25, Chapter 211, of the Pennsylvania Code, as well as any applicable local regulations. Strict control of blasting must be maintained to prevent flying rock, and blasting mats must be used where conditions dictate their use. When blasting in the vicinity of utility lines, such blasting must be performed according to Section 211.62 of Title 25 of the Pennsylvania Code.

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27. SITE EXCAVATION

The Contractor shall:

A. Request the location and type of facility owner lines at the Project site by notifying the facility owner through the one call system as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the one call system and notification received on a Saturday, Sunday or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.

B. Provide the one call system with specific information to identify the Project site so that facility owners might provide indications of their lines.

C. Take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that the Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the one call system to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.

D. Comply with the requirements established by the one call system regarding the maximum area that a notification may cover.

E. Inform each operator employed by the excavation Contractor at the Project site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et. seq.

F. Report immediately to the County, any break or leak on its lines or any dent, gouge, groove or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.

G. Immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.

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H. Assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions and the direction of proposed excavations.

I. Re-notify the one call system unless other arrangements have been made directly with the facility owners involved at the Project site if the excavation Contractor removes its equipment and vacates the Project site for more than two (2) business days.

J. Submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than ten (10) business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.

K. Comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and Industry's enforcement authority under the 73 P.S. § 176, et. seq. within thirty (30) days of the receipt of the request.

L. Ensure the accuracy of the information provided to the one call system pursuant to 73 P.S. § 176, et. seq.

M. Become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et. seq., as amended from time to time including, without limitation, the Contractor shall pay all applicable fees.

N. Complete the site excavation in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable state, federal or governmental agency.

28. WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS

The Contractor waives claims against the County for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

A. Consequential damages incurred by the Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

B. Incidental damages incurred by the Contractor including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials) from the Project

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site, and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Contractor and/or the County's termination of the Contract.

29. FEES, PERMITS AND CERTIFICATIONS

The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates.

30. TAX EXEMPT STATUS

A. Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within the definition of 'building machinery and equipment' as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). Appendix "D" attached hereto and made a part hereof is a true and correct copy of the portion of such Act which defines the term "building machinery and equipment". No charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from the taxes apply. In order to facilitate such purchase free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the Owner agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue.

B. Assignment of Refund Rights.

Owner shall be entitled to claim refunds of sales and/or use tax paid on these and other purchases of tangible personal property required in connection with the Work. The Contractor and all subcontractors hereby assign to Owner all rights to any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right to review the books and records of the Contractor and all subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all subcontractors shall

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cooperate fully with Owner in pursuing any such refund claim and shall make available to the Owner any applicable documents.

C. Access to Accounting Records.

The Contractor shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract, and the system shall be satisfactory to Owner. The Owner or its representative shall be afforded access to, including the right to photocopy, all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Work, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by the law, after receipt of final payment.

D. Contracts with Subcontractors.

The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors. The Contractor further agrees that it will not file a claim for refund for any sales and/or use tax which is the subject of the assignment in Subparagraph B above. Contractor shall obtain from all subcontractors similar agreements that they will not file claims for refund for any sales and/or use tax which is the subject of the assignment in Subparagraph B above.

31. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS

Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

32. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonable acceptable to Owner), indemnify, hold harmless the County, its board members, agents, consultants, and their respective employees and agents from and against any and all claims, suits, demands, liabilities, damages, losses, Taxes and expenses, including, without limitation, legal fees and legal costs, arising out of or resulting from the Contractor's performance of the Contract, including, without limitation, claims, suits, demands, liabilities, damages, losses, Taxes and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including, without limitation, loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, its subcontractors, their respective officers, employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, demand, liability, damage, loss, Tax or expense is caused in part by the County. The indemnification obligation under this

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paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

33. TIME PERIOD FOR PERFORMANCE OF WORK

The Contract shall commence upon receipt of a Notice to Proceed (hereinafter "NTP") issued by the Owner's Representative and must be completed within one hundred twenty (120) calendar days of issuance of the NTP. Notwithstanding the foregoing, the County reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions as the County deems necessary in its sole and absolute discretion.

34. PAYMENT

A. Contractors will be paid according to the schedule below, provided all work for which payment is requested has been completed in accordance with the Contract Documents and Contractor is in full compliance with all requirements of the Contract. Invoices must be received by the end of each calendar month, and will be authorized for payment by the Board of Commissioners for the County at the following calendar months regular meeting.

Amount of Contract	Payment Schedule for Specified Projects	Payment Schedule for Annual Contract
Under \$5,000	100% upon completion of specified work.	Annually
\$5,000 to \$20,000	Upon completion of 50% of specified work, respective payment amount shall be made, less retainage. Upon completion of 100% of specified work, remaining payment amount shall be made. Payments shall be subject to conditions of paragraph B hereof.	Semi-Annually
\$20,001 to \$50,000	Upon completion of 25%, 50% and 75% of work, respective payment amount shall be made, less retainage. Upon completion of 100% of specified work, remaining payment amount shall be paid.	Quarterly

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	Payments shall be subject to paragraph B hereof.	
Over \$50,000	Payments shall be made monthly upon completion of specified work, less retainage as per paragraph C hereof.	Monthly

B. For any Contract from Five Thousand Dollars (\$5,000) to Fifty Thousand Dollars (\$50,000), payment will be made only after the Detailed Cost Breakdown (reference Paragraph 14 hereof) has been provided by Contractor and approved by the County. Payments shall be made only for work completed according to the Detailed Cost Breakdown. Five percent (5%) retainage shall be withheld by the County for all payments prior to final completion. Upon final completion to the satisfaction and acceptance by the County, in the County's sole and absolute discretion, final payment, including retainage, shall be made.

C. For any Contract in excess of Fifty Thousand Dollars (\$50,000), payment will be made only after the Detailed Cost Breakdown (reference Paragraph 14 hereof) has been provided by the Contractor and approved by the County. Payments shall be made only for work completed according to the Detailed Cost Breakdown. Retainage in the amount of ten percent (10%) of the value of the completed work, based on monthly progress payments, shall be withheld by the County during the first fifty percent (50%) of the Contract. Except as otherwise provided herein, when the Contract is fifty percent (50%) completed, one-half (1/2) of the amount retained by the County shall be returned to the Contractor, provided that the County approves the application for payment, and further provided that the Contractor is making satisfactory progress and that there is no specific cause for greater withholding.

Notwithstanding the foregoing, the County may continue to withhold ten percent (10%) of the amount due the Contractor after the Contract is fifty percent (50%) completed if the County determines in its sole and absolute discretion that there is a specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

- (1) The Contractor's inability to produce evidence satisfactory to the County evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;
- (2) The existence of a dispute between the County and the Contractor regarding increased costs claimed by such Contractor; or
- (3) A Contractor's failure to complete the work in accordance with the Contract Documents, including, without limitation, the Plans and Specifications, etc.

If a specific cause for greater withholding does not exist, the sum or sums withheld by the County from the Contractor, after the Contract is fifty percent (50%) completed, shall be reduced to five percent (5%) of the value of the completed work based on monthly progress payments. In

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the event a dispute arises between the County and the Contractor, which dispute is based upon any of the items set forth in this Paragraph 34, the County shall have the option as it deems necessary in its sole and absolute discretion to either continue to withhold additional retainage over and above the amount already retained by the County in the sum of one and one-half (1-1/2) times the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the County to indemnify the County, its board members, agents, consultants, and their respective employees and agents against the claim. All money retained by the County may be withheld from the Contractor until final completion of the Contract.

D. A continuing Contract providing for daily, weekly or monthly services shall be paid on a monthly basis.

35. TIME OF FINAL COMPLETION

For specific projects, the date set for final completion of the Contract is designated in the Specifications. Time is of the essence in completing all work and provisions for liquidated damages in the event of any delay in completing the Contract may be provided for in the Specifications.

36. FAILURE TO FINISH OR COMPLETE CONTRACT

In the event Contractor shall neglect or refuse to complete the Project as required, or any part thereof, or to replace any work which is rejected, then the County is authorized and empowered to purchase materials, equipment and services from third parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including, without limitation, legal fees, legal costs, and additional professional costs, which may be incurred by the County.

37. CLEAN-UP/DAMAGE TO PREMISES

A. Where work is to be performed by Contractor on County premises, Contractor shall keep the County's premises free from accumulation of waste materials or rubbish caused by the Contractor's performance. At final completion of the work, Contractor shall remove from and about the premises, all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the County may do so, and the costs thereof shall be charged to the Contractor.

B. Contractor shall promptly remedy damage and loss to any County building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by him.

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38. WARRANTY

All work shall be guaranteed by Contractor against defects in workmanship and materials for a period of one (1) year from the date of acceptance by the County. During this period, Contractor shall agree to promptly remedy, at Contractor's expense, any defects which were caused, in the judgment of the County, by defective or inferior workmanship or materials.

39. SUBLETTING OR ASSIGNING OF CONTRACTOR

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the written consent of the County.

40. DELAY AND EXTENSIONS OF TIME.

If Contractor is delayed at any time in the progress of the work by any act or neglect of the County, its agents or employees, any separate Contractor employed by the County or by changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the control of the Contractor, Contractor's exclusive remedy shall be an extension of time allowed for final completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

41. GOVERNING LAW.

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

42. CLAIMS AND DISPUTES.

A. Claims, disputes or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project.

C. To the extent the Contractor pursues a claim or litigation against the County and the County prevails, partially or completely, on any or all of its own claims or defenses to the

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Contractor's claims, leaving the Contractor with less than one hundred percent (100%) recovery, the Contractor will be liable for any and all legal fees, professional fees, costs or expenses of the County, as well as the true cost of any of the County's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness, shall be determined solely in the discretion of the County, and the County incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), the Contractor shall be liable for such fees, expenses or costs. In the event of a dispute between the Contractor and the County, to the extent that the County incurs any legal fees, professional fees, or other costs or expenses, the Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the County within seven (7) days of receipt of the County's invoice for such legal fees, professional fees, or other cost or expenses.

D. The Contractor and Contractor's Surety shall be liable for and shall pay the County the cost of expenses incurred by the County resulting from the Contractor's delay in completing the Contract within the contract time, as liquidated damages, and not as a penalty, in the amount of One Thousand Eight Hundred Forty Five Dollars (\$1,845.00) per calendar day, for each calendar day of delay until the work is substantially complete at each phase of construction, subject to adjustments of the contract time as provided in the Contract Documents. In the event the Contractor or Surety litigates the validity of this provision or the assertion of liquidated damages, the Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages. This liquidated damages provision applies to each phase of construction. The County's right to receive liquidated damages shall be in addition to all other rights and remedies available to the County at law or in equity. The County shall have the right to deduct the total amount of liquidated damages for which the Contractor may be liable under this Paragraph 42(D) from any payments then or thereafter due the Contractor.

43. WAIVER OF CLAIMS.

The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

44. TERMINATION OF CONTRACT.

Upon ten (10) days written notice to Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the County of such termination, Contractor shall cease operations as directed by the County in the notice; take actions necessary, or that the County may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and Contracts and enter into no further subcontracts and Contracts. In case of such termination, where Contractor is

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without fault, Contractor shall be entitled to receive payment from the County for all work satisfactorily performed prior to termination.

45. PENNSYLVANIA UNIFORM CONSTRUCTION CODE.

The Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.305, as amended by S.B. 1139, Session of 2004.

46. PENNSYLVANIA PROMPT PAY ACT.

The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. § 3931, et seq., as amended from time to time.

47. WORKER PROTECTION AND INVESTMENT

To the extent applicable, Bidder shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Bidder is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:

- A. Construction Workplace Misclassification Act;
- B. Employment of Minors Child Labor Act;
- C. Minimum Wage Act;
- D. Prevailing Wage Act;
- E. Equal Pay Law;
- F. Employer to Pay Employment Medical Examination Fee Act;
- G. Seasonal Farm Labor Act;
- H. Wage Payment and Collection Law;
- I. Industrial Homework Law;
- J. Construction Industry Employee Verification Act;
- K. Act 102: Prohibition on Excessive Overtime in Healthcare;
- L. Apprenticeship and Training Act; and
- M. Inspection of Employment Records Law.

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Vendor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.

48. INTERPRETATIONS

A. Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.

B. The captions and headings of various Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

C. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

D. The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of *contra proferentum*, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. QUESTIONS AND LOW BID INFORMATION WILL BE AVAILABLE DURING BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR COUNTY OF BERKS. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF COMMISSIONERS OF THE COUNTY OF BERKS AT ITS REGULARLY SCHEDULED MEETING.

SECTION TWO
ADVERTISEMENT FOR BIDS

Invitation to Bid #25-14-SKMZ
Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E
and Greenawalt Bridge #32A

The County of Berks is accepting sealed bids from qualified bidders for Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A. Bids will be accepted by the County, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA, 19601, until 2:00 PM, on Thursday, January 15, 2026. Bids will be opened publicly at 2:15 PM, on Thursday, January 15, 2026. Members of the public may attend the bid opening through a Microsoft Teams meeting. The Microsoft Teams URL for the opening can be located within the ITB and on the following site under the listing for this specific ITB: <https://www.berkspa.gov/departments/purchasing/itb-rfp>. Each bid must be accompanied by bid security in the amount and form specified in the ITB package. A pre-bid conference will be held on Thursday, December 11, 2025 beginning promptly at 10:00 A.M at the Kutz Mill Covered Bridge located on Kutz Mill Road in Greenwich Township (GPS Coordinates 40°32'01.4"N 75°48'19.2"W) followed by a site visit to Greenawalt Bridge in Albany Township (GPS Coordinates 40°36'13.2"N 75°52'22.2"W). Bidders may obtain the ITB package via the following methods: (1) download the ITB package from the County's website www.berkspa.gov or (2) call the County's Purchasing Dept at 610-478-6168 to request the package. The County reserves the right to reject any or all bids or any part thereof and/or waive any informality in any bid received when such action is in the best interest of the County.

George M. Rodrigues
Director of Contracts and Procurement
Tel: 610-478-6168

SECTION THREE TECHNICAL SPECIFICATIONS

1. Summary

- 1.1. This project consists of County Bridge 46E (Kutz Mill Covered Bridge) and County Bridge 32A (Greenawalt Bridge). The bridges are located in and owned by Berks County. The following is included as part of this contract:
 - 1.1.1. County Bridge No. 46E – Kutz Mill Covered Bridge, carrying Kutz Mill Road over Sacony Creek in Greenwich Township. The scope of work at this location consists of resealing the deck joints, repairing the timber arch trusses, correcting the grading/drainage at the near approach wing walls and performing type I and II concrete deck repairs.
 - 1.1.2. County Bridge No. 32A – Greenawalt Bridge, carrying Little Round Top Road over Maiden Creek in Albany Township. The scope of work at this location consists of spot painting the existing structural steel beams and re-sealing the deck joint over the pier.
- 1.2. Access to adjacent properties must be maintained at all times. Property owners must be notified prior to any work to be done on their property to coordinate necessary access requirements. The County shall be notified prior to any coordination with property owners and copied on all correspondence.

2. Functional Requirements

- 2.1. Project Duration: The Contractor shall have One Hundred Twenty (120) Calendar Days from the date of the written Notice-To-Proceed to complete the project in accordance with the conditions, specifications and provisions as set forth in this contract. Reference Section 1 – Paragraph 42(D) of this document for information regarding liquidated damages liability.
- 2.2. Utility Coordination: Three (3) working days prior to excavation, the Contractor must contact the PA One Call System, Inc. (1-800-242-1776) to obtain a construction serial number for this project and supply the county proof of the PA One Call. Locations of existing utilities are based on existing records and above ground observations at the site. Completeness or accuracy of location and depth cannot be guaranteed. All Contractors and other persons utilizing these plans and information are cautioned to comply with the requirements of PA Act 287 of 1974 as amended by Act 121 of 2008. Each individual using these plans must verify location and depth of all underground utilities and facilities before starting work. The Contractor shall coordinate with appropriate utility company contact persons as provided in these plans. If utility conflicts are encountered during construction, the Contractor shall immediately inform the engineer and make arrangements for the relocation of the necessary utilities at no cost to the County.

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- 2.3. Property Owner Coordination: The Contractor shall notify all nearby property owners of the project fifteen (15) calendar days prior to the start of construction and carbon copy the County on all correspondence. The Contractor shall pay special attention to property owners whose driveway access is being affected by the construction of this project. These property owners are to be provided detailed notification of all impacts to their property access, including but not limited to: duration of the impact, construction schedule (as it relates to their property and access), and plans for alternative access, etc.
- 2.4. Other Required Coordination: The Contractor shall be responsible for coordinating the maintenance and protection of traffic during construction with all local authorities in accordance with the specifications (refer to Items 0901-0001 & 0901-0002 Maintenance and Protection of Traffic During Construction).

3. Manufacturer Specifications

- 3.1. Upon award of this contract, the Contractor shall submit all applicable manufacturer specifications to the County for review and approval.

4. Item Specifications

- 4.1. For each of the following work items, the Construction Specification shall be in accordance with the referenced Section identified in PennDOT Publication 408 – Specifications, latest edition (hereafter “Publication”).
- 4.1.1. ITEM 0201-0001 - CLEARING AND GRUBBING (BRIDGE 46E)
In accordance with Publication Section 201.
- 4.1.2. ITEM 0204-0100 - CLASS 3 EXCAVATION (BRIDGE 46E)
In accordance with Publication Section 204.
- 4.1.3. ITEM 0205-0292 - STRUCTURE BACKFILL (BRIDGE 46E)
In accordance with Publication Section 201.
- 4.1.4. ITEM 0608-0001 - MOBILIZATION (BRIDGE 46E)
In accordance with Publication Section 608.
- 4.1.5. ITEM 0608-0002 - MOBILIZATION (BRIDGE 32A)
In accordance with Publication Section 608.
- 4.1.6. ITEM 0802-0001 - TOPSOIL FURNISHED AND PLACED (BRIDGE 46E)
In accordance with Publication Section 802.
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SECTION THREE
TECHNICAL SPECIFICATIONS

- 4.1.7. ITEM 0804-0001 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B INCLUDING MULCH (BRIDGE 46E)
In accordance with Publication Section 804.
- 4.1.8. ITEM 0806-0113 - TEMPORARY SHORT-TERM, ROLLED EROSION CONTROL PRODUCT, TYPE 2D (BRIDGE 46E)
In accordance with Publication Section 806.
- 4.1.9. ITEM 0845-0001 - UNFORESEEN WATER POLLUTION CONTROL (BRIDGE 46E & BRIDGE 32A)
In accordance with Publication Section 845.
- 4.1.10. ITEM 0849-0010 - ROCK CONSTRUCTION ENTRANCE (BRIDGE 46E)
In accordance with Publication Section 849.
- 4.1.11. ITEM 0855-0003 - PUMP WATER FILTER BAG (BRIDGE 46E)
In accordance with Publication Section 855.
- 4.1.12. ITEM 0855-0004 - REPLACEMENT PUMP WATER FILTER BAG (BRIDGE 46E)
In accordance with Publication Section 855.
- 4.1.13. ITEM 0867-0012 - COMPOST FILTER SOCK (BRIDGE 46E)
In accordance with Publication Section 867.
- 4.1.14. ITEM 1090-1000 - PREFORMED NEOPRENE COMPRESSION SEAL REPLACEMENT (BRIDGE 46E & BRIDGE 32A)
In accordance with Publication Section 1090.
- 4.1.15. ITEM 1040-0001 - CONCRETE BRIDGE DECK REPAIRS, TYPE I (BRIDGE 46E)
In accordance with Publication Section 1040.
- 4.1.16. ITEM 1040-0002 - CONCRETE BRIDGE DECK REPAIRS, TYPE II (BRIDGE 46E)
In accordance with Publication Section 1040.
- 4.1.17. ITEM 1071-0100 - SPOT PAINTING EXISTING STRUCTURAL STEEL (BRIDGE 32A)
In accordance with Publication Section 1072.
- 4.1.18. ITEM 1072-0100 - CONTAINMENT (BRIDGE 32A)
In accordance with Publication Section 1072.
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- 4.1.19. ITEM 1072-0200 - WASTE MANAGEMENT (BRIDGE 32A)
In accordance with Publication Section 1072.
- 4.1.20. ITEM 1072-0300 - WORKER HEALTH AND SAFETY (BRIDGE 32A)
In accordance with Publication Section 1072.
- 4.1.21. ITEMS 0901-0001 & 0901-0002 MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION (BRIDGE 46E & BRIDGE 32A)
In accordance with Publication Section 901 and as follows:
- 4.1.21.1. Notify the County Facilities Department, the Inspector-in-Charge, all applicable municipalities, property owners, the PennDOT District 5-0 Press Office (610-871-4555), local emergency units (police, fire, medical, etc.), businesses and school districts a minimum of fifteen (15) days prior to the beginning of construction.
 - 4.1.21.2. Install and maintain all traffic control devices in accordance with the provisions of 67 PA Code, Chapter 212, Publication 213, Temporary Traffic Control Guidelines, latest edition. If work can be safely completed without the use of a traffic detour or if an approved Traffic Control Plan is not included, the Contractor shall be responsible for providing work zone traffic control in accordance with the appropriate PATA figure from Pub. 213, as approved by the Engineer. Any deviation from the approved plan for the maintenance and protection of traffic during construction shall be approved by the Engineer before putting the change into operation.
 - 4.1.21.3. Maintain access to all driveways (commercial and residential) at all times. Locate all signs so that sight distance is not obstructed at driveways and side streets. Coordinate delivery of project materials so as to minimize the inconvenience of local businesses and residents.
 - 4.1.21.4. Leave accessible all fire hydrants, water valves, and mailboxes at all times.
 - 4.1.21.5. Use Type III or Type IV orange retroreflective sheeting material on all long-term traffic control signs and devices. Provide new or like new traffic control signs and devices. Do not use reflective sheeting that is scratched, scarred, dirty, or shows evidence of loss of reflectivity.
 - 4.1.21.6. Install Type B lights on all traffic control signing during nighttime operations. Face any lighting used for construction purposes during nighttime hours such that the lights do not face motorists approaching the work zone.

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- 4.1.21.7. As defined in 67 PA Code § 173.3 (3) (ii), the use of flashing or strobe lights in headlights, parking lights, and taillights is prohibited. All construction vehicles operated within the project limits are prohibited from using such lights.
- 4.1.21.8. For mounting of signs, provide Type III Barricades or any other approved mounted required to accommodate all situations in accordance with Publication 111 – Traffic Control – Pavement Markings and Signing Standards TC-8600 and TC-8700 Series. No signs are to be installed on any utility pole.
- 4.1.21.9. Ensure that ANSI 107-2004 Class 2 apparel (fluorescent yellow-green) is worn by all employees engaged in work operations. Flaggers shall be required to wear ANSI 107-2004 Class 2 vests (fluorescent yellow-green) when performing flagger operations. ANSI Class 3 apparel must be used for additional flagger visibility at night.
- 4.1.21.10. Designate an individual (or individuals) as Traffic Control Supervisor(s) (“TCS”) responsible for all items related to the Maintenance and Protection of Traffic During Construction (“MPT”). Furnish the name(s) or all TCS, their address(es) and telephone number(s) where they can be contacted at all times. TCS contact information shall be provided to State and Local Police and any other interested emergency management agencies prior to the start of work. TCS must be available to respond within twenty (20) minutes to any complaints or deficiencies relating to the MPT. TCS shall be responsible for coordinating with local emergency personnel, setting flares and assisting in emergency traffic control procedures in cases of traffic accidents in the vicinity of the project that affect traffic within or beyond the limits of work.
- 4.1.21.11. Maintain constant surveillance of the traffic control operations and replace or correct any missing, damaged, ineffective or misaligned devices to the satisfaction of the Inspector-in-Charge at no expense to the County.
- 4.1.21.12. Any existing signs that conflict with the traffic control devices are to be covered. Have all traffic control devices inspected by the Inspector-in-Charge prior to the start of work and implementation of traffic control devices. Inspect all temporary traffic control signs on a daily basis.
- 4.1.21.13. Allow no construction equipment to operate on any traffic lane or shoulder outside a suitable protected work area, except in the designated direction of travel for the respective lane or shoulder. Do not interfere with the open

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traffic lane(s) at any time. This includes, but is not limited to, equipment counterweights swinging into the lane(s), etc.

- 4.1.21.14. Do not stop, stand or park construction equipment or stockpile material during non-working hours on any traffic lane or shoulder. Do not allow employees to park their personal vehicle on any traveled roadway, shoulder, median or seeded area along the highway. Park equipment at least thirty (30) feet from the edge of the traveled roadway or in areas protected by guide rail or concrete barrier acceptable to the Engineer to adequately protect the traveling public.
- 4.1.21.15. The Contractor shall be responsible for securing the work area and protecting the traveling public from all potential hazards within the work area, including and especially pedestrians.
- 4.1.22. ITEM 9000-0001 – TEMPORARY WATER DIVERSION SYSTEM (BRIDGE 46E)
 - 4.1.22.1. DESCRIPTION – This work is for the diversion of water around the temporary support for the timber arch repair at Bridge 46E.
 - 4.1.22.2. MATERIALS:
 - 4.1.22.2.1. Polyethylene, 6 mil thickness.
 - 4.1.22.2.2. Sandbags (32 in. Height min.).
 - 4.1.22.2.3. Pumped Water Filter Bag – Publication Section 855.2.
 - 4.1.22.3. CONSTRUCTION – For any project on which the proposed work at Bridge would cause sediment erosion into an adjacent body of water a temporary water diversion system shall be installed to act as a preventative erosion control measure.
 - 4.1.22.3.1. The installation of the temporary water diversion system shall be placed such that the cofferdam, consisting of sandbags, thirty-two inches (32”) in height (min.) shall be fixed at the bottom of the adjacent body of waters bed and held in place by sandbags. At all times the temporary water diversion system shall be placed a minimum of ten feet (10’) away from the abutment and shall be extended into the existing embankment such that all sediment that is disturbed by the proposed rock lining, sediment removal, and underpinning is captured.

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4.1.22.3.2. All water that is captured is to be filtered through a pumped water filter bag, which is to be placed and maintained in accordance with PennDOT Publication 408, Section 855.

4.1.23. ITEM 9000-0002 - TIMBER ARCH TRUSS REPAIR (BRIDGE 46E)

4.1.23.1. DESCRIPTION – This work is the repair of the existing Timber Arch Truss as indicated and as directed by the Representative.

4.1.23.2. MATERIAL – As specified in Publication Section 1031.2, Section 1113.02 and as follows:

4.1.23.2.1. Structural Timber – Northern Red Oak, Red Oak, Mixed Oak or White Oak

4.1.23.2.2. Hardware – Use ASTM A307, Grades A or B bolts. Galvanize all hardware as per Publication Section 105.02.

4.1.23.2.3. Plain Elastomeric Bearing Pad Material.

4.1.23.3. CONSTRUCTION – Publication Section 1031.3, as indicated and as follows:

4.1.23.3.1. Remove and replace a portion of the timber arch rings from the bearing area at the abutment to the location determined by the Representative, match existing to the extent possible. After the removal of the existing arch ring section, clean and create a level bearing area at the abutment before attaching the new arch ring. Nail 3/4" thick elastomer to the bearing area of the arch ring before setting on concrete abutment. Replace hardware at the low chord with new hardware, match existing to the extent possible.

4.1.23.3.2. Provide a temporary support in accordance with Item 9000-0003 at the adjacent vertical member before replacing the timber arch rings. The timber truss and temporary support are not required to carry live load. Do not allow traffic on the structure while the temporary support is being jacked into place.

4.1.23.3.3. Repair locations to be determined by the Representative. Perform arch ring repairs one corner at a time.

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4.1.23.3.4. Remove shed as needed to access arch rings for repairs. Reinstall shed after work is completed. Replace damaged shed timber in kind as directed by the Representative.

4.1.23.4. MEASUREMENT AND PAYMENT – Each

4.1.23.4.1. Includes all labor, materials, and hardware necessary to remove the portion of the existing arch ring, repair the arch ring, and repair the shed as indicated and as directed by the Representative. Removal and reinstallation of the shed is incidental to this item.

4.1.23.4.2. Temporary Support to be paid separately under Item 9000-0003.

4.1.24. ITEM 9000-0003 - TEMPORARY SUPPORT (BRIDGE 46E)

4.1.24.1. DESCRIPTION – This work is the temporary support for the repair of the existing Timber Arch Truss.

4.1.24.2. MATERIAL

4.1.24.2.1. As specified by the Professional Engineer registered in the Commonwealth of Pennsylvania preparing the Temporary Support System, the specified materials are not to be considered approved until the system is approved by the Representative. Materials need not be new but must be in good physical condition as determined by the Representative. Submit all applicable material certifications to the Representative for review and acceptance. Any temporary material used does not have to be from a Bulletin 15 source but must meet the following:

4.1.24.2.1.1. Structural Steel - Section 1105.02(a), AASHTO M270 (ASTM A709) Grade 36 or Grade 50.

4.1.24.2.1.2. High Strength Bolts, Nuts, and Washers – Publication Section 1105.02(d).

4.1.24.2.1.3. Timber - Rough Cut Species in AASHTO Guide Specification Appendix A and AASHTO Construction Handbook for Bridge Temporary Works Appendix C.

4.1.24.2.1.4. Cement Concrete – Publication Section 1001(a).

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- 4.1.24.2.1.5. Reinforcement Bars – Publication Section 709.1, AASHTO M31 (ASTM A615) or AASHTO M42 (ASTM A616), Grade 60.
- 4.1.24.2.1.6. Other Material - In accordance with applicable sections of Publication 408.
- 4.1.24.3. DESIGN – Submit a design for the Temporary Support System as follows:
 - 4.1.24.3.1. Provide a single document for the submission that includes narrative, sketches, design calculations, and material specifications signed and sealed by a Professional Engineer registered in the Commonwealth of Pennsylvania.
 - 4.1.24.3.2. Provide written narrative describing the support system procedure and indicate when work is to be performed. Indicate work required to be completed prior to the installation and support operation being performed.
 - 4.1.24.3.3. Provide sketches of all necessary components of the temporary support system, including the size and capacity of the supports to be used. Include catalog cuts of manufactured products which clearly state the capacity, strength, safe working load, allowable working stresses, etc., for the product or material.
 - 4.1.24.3.4. Provide calculations showing that all components of the support system and bridge members are not overstressed and are stable for all combinations of loads in accordance with project design specifications indicated within structure plan General Notes, AASHTO LRFD Bridge Design Specifications and Design Manual, Part 4 Specifications, and current FHWA guidelines as applicable. Include in these calculations the effect of wind and all other transverse and longitudinal forces on the structure in accordance with current design codes. Show all assumptions, material specifications, and references clearly.
 - 4.1.24.3.5. Include calculations for all bracing members, cables, guys, counters, etc. and design bearing pressures at base of false work towers and bracing blocks.
 - 4.1.24.3.6. Provide support bearing surfaces at the vertical member interface which will not damage or distress the truss elements.

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- 4.1.24.3.7. Detail connections to the structure and submit for approval to the Representative.
- 4.1.24.3.8. Provide an adequate method of monitoring the support forces and displacements of support foundations/falsework towers and truss.
- 4.1.24.3.9. Limit allowable foundation settlement to 0.5 inch. Maintain support at all times and verify the adequacy of the support at least daily.
- 4.1.24.3.10. Do not displace the structure by means of applying support pressures.
- 4.1.24.4. CONSTRUCTION –
 - 4.1.24.4.1. Before removing any arch ring member, provide a temporary support at the adjacent vertical truss element as shown in the contract drawings.
 - 4.1.24.4.1.1. Perform an existing-position survey and an existing-condition survey of the structure which will be supported. Use the existing-position survey to verify the width, length, height, location, and orientation of the existing structure and to identify potential revisions to existing plan information prior to fabrication of the temporary supports (to verify constructability and fit). Use the existing condition survey to identify repair areas at the temporary support locations that require repair prior to installation of the system.
 - 4.1.24.4.1.2. Perform support system installation prior to removal of the portion of the arch ring as indicated.
 - 4.1.24.4.1.3. Perform all work under the supervision of a Professional Engineer registered in the Commonwealth of Pennsylvania. The Professional Engineer must sign and seal all documents.
 - 4.1.24.4.1.4. Do not order materials or begin work until the design and materials of the temporary support system are reviewed and approved by the Representative.
 - 4.1.24.4.1.5. Fabricate structural steel in accordance with Publication Section 1105.02.

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- 4.1.24.4.1.6. Construct temporary support system in accordance with Publication Section 1080.3.
- 4.1.24.4.1.7. Submit calibration certificates for the jacks indicating calibration within six months of the performance of the jacking operation if jacks are to be used for as part of the support system. Provide jacks with a minimum rated capacity of one and one-half times (1.50) the calculated loads. The rated capacity of each jack is to be clearly shown on the manufacturer's name plate and the jacks must include a lock-collar.
- 4.1.24.4.2. Repair.
 - 4.1.24.4.1.1. Repair any component of the existing structure damaged by temporary support operations to the satisfaction of the Representative at no additional cost to the County.
 - 4.1.24.4.1.2. Repair ground disturbed by placement of falsework and temporary support operations. Return ground to previous existing condition by filling and grading. Submit repair procedure to the Representative for review and approval. All temporary construction materials must be removed from the site at the end of construction.
- 4.1.24.5. MEASUREMENT AND PAYMENT – Lump Sum
 - 4.1.24.5.1. Includes design, furnishing, fabrication, installation, monitoring, adjustments, and removal of the temporary support system.
 - 4.1.24.5.2. Repair of any damage caused by the temporary support system is incidental to this item, at no additional cost to the County.
- 4.1.25. ITEM 9000-0004 - TIMBER ARCH TRUSS DEBRIS REMOVAL (BRIDGE 46E)
 - 4.1.25.1. DESCRIPTION – This work is the removal of vegetation from the existing Timber Arch Truss.
 - 4.1.25.2. CONSTRUCTION –
 - 4.1.25.2.1. Remove all vegetation from truss members for the entire length of the truss. Remove vegetation, except for natural surrounding

SECTION THREE TECHNICAL SPECIFICATIONS

ground cover, for a maximum width of two feet (2') beyond the limits of the substructure. Remove dirt and debris along the entire length of the truss including below the deck at the arch/abutment interfaces.

- 4.1.25.3. MEASUREMENT AND PAYMENT – Lump Sum
- 4.1.26. ITEM 9000-0005 DISMANTLING AND RESETTING STONE MASONRY WALL at BRIDGE 46E
- 4.1.26.1. DESCRIPTION – This work includes all labor, material and equipment for dismantling and resetting of the existing stone masonry wall at the near left.
- 4.1.26.2. MATERIAL – Mortar - Section 705.7 and in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the PennDOT Stone Arch Bridge Maintenance Manual or pre-approved equal in consultation with PHMC.
- 4.1.26.2.1. Provide a mortar that meets the requirements of Type K mortar with a composition of one (1) part Portland cement, three (3) parts hydrated lime and ten (10) parts sand. Adjust final composition based on the approved sample. Type N mortar is not permitted.
- 4.1.26.2.2. Stone - Reuse existing stone unless directed by the Department, additional stone required is to match the existing stone in material, size, texture/finish and color.
- 4.1.26.3. CONSTRUCTION – In accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the PennDOT Stone Arch Bridge Maintenance Manual (October 2007).
- 4.1.26.3.1. Dismantle the existing stone masonry wingwall to the limits as indicated. Take sufficient measurements, prior to demolition, to permit masonry reconstruction to the existing configuration, dimensions and structural detail.
- 4.1.26.3.2. Care is to be taken to avoid damaging the existing stone so it can be reused to reconstruct the dismantled walls. Any damage to the existing wingwall beyond the limits of dismantling shown in the contract is to be repaired to the satisfaction of the engineer at no additional cost to the County.

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TECHNICAL SPECIFICATIONS

- 4.1.26.3.3. Stockpile the stone in an acceptable location to the County Representative.
- 4.1.26.3.4. Reset the stone masonry wall to match the wall sections immediately adjacent to the dismantled wall. Damaged or cut stone faces are prohibited from being on an exposed wall face. Any stonework deemed unacceptable by the County Representative is to be removed and replaced at no additional cost to the Department.
- 4.1.26.3.5. After the wall construction is complete, satisfactorily clean the exposed masonry faces.
- 4.1.26.3.6. Equipment: Power driven hand tools for the removal of mortared stone may be required and are subject to the following restrictions:
 - 4.1.26.3.6.1. Operations that require the use of pneumatic hammers is restricted to the period from 9:00 A.M. to 4:00 P.M. Perform pneumatic hammer operations during other hours only with the specific permission of the County Representative.
 - 4.1.26.3.6.3. Do not operate pneumatic hammers or mechanical chipping tools at an angle in excess of 45 degrees relative to the surface of the mortared stone.
 - 4.1.26.3.6.4. Do not use hydraulic hammers mounted on skid-steer loaders, backhoe loaders, or compact excavators for any mortared stone removal.
- 4.1.26.4. MEASUREMENT AND PAYMENT – Cubic Foot.
 - 4.1.26.4.1. Includes final pointing in the area of resetting.
 - 4.1.26.4.2. Includes the installation of capstones and crenellation stones on existing wingwall.

**SECTION FOUR
FORM OF BID BOND**

COUNTY OF BERKS

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a company authorized to transact business in the Commonwealth of Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the COUNTY OF BERKS (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this _____ day of _____, 2025.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform work for the Obligee's Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A Project in Greenwich and Albany Townships, Berks County, Pennsylvania, pursuant to plans, Specifications, and other Contract Documents incorporated into said Bid by reference; and it is a condition of the Obligee's receipt and consideration of said Bid that such Bid shall be accompanied by Bid Security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his Bid by Obligee and within the period specified therefore in the Bid Documents, enter into a written agreement with the Obligee, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond to the Obligee with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of the Contract, in the form specified by the Owner, and furnish required certificates of insurance, and shall enter into such Contract, in all respects as required by the Bid Documents, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such Contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and other costs and expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

**SECTION FOUR
FORM OF BID BOND**

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

(Individual Principal) _____ (SEAL)
(Signature of Individual)

Witness: _____ Trading and Doing Business as: _____

(Partnership Principal) _____
(Name of Partnership)

Witness: _____
_____ By: _____ (SEAL)
_____ By: _____ (SEAL)

(Corporation Principal) _____
(Name of Corporation)

Attest: _____ By: _____
(Asst.) Secretary (Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as this Bid Bond, evidencing authority to execute on behalf of the corporation.

(Corporate Surety) _____
(Name of Surety)

Witness or Attest: _____
_____ **By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as this Bid Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

**SECTION FOUR
FORM OF BID BOND**

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as PRINCIPAL, in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said Corporation; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly signed, sealed and attested for on behalf of said Corporation by authority of its governing body.

(Secretary) (SEAL)

**SECTION FIVE
FORM OF PERFORMANCE BOND**

**COUNTY OF BERKS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the “Principal”), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound unto the COUNTY OF BERKS as Oblige (the “Oblige”), as hereinafter set forth in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Oblige a certain Bid, dated _____, 2026 (the “Bid”), to deliver general construction to the Oblige, in connection with the Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A Project located in Berks County, Pennsylvania pursuant to plans, Specifications and other related documents, constituting the Bid Documents, which are incorporated into the Bid by reference (the “Contract Documents”); and

WHEREAS, the Oblige is a “Contracting Body” under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of 1967” (the “Act”); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Oblige in accordance with the Bid, the Principal shall furnish this Performance Bond to the Oblige, with this Performance Bond to become binding upon the award of a contract to the Principal by the Oblige in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Performance Bond shall be furnished by the Principal to the Oblige; and

SECTION FIVE
FORM OF PERFORMANCE BOND

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Performance Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the “Agreement”), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Work in accordance with the Contract Documents, at the time and in the manner provided in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract Documents by the Principal or growing out of the performance of the Contract Documents by the Principal, and if the Principal shall indemnify completely, defend and save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, consequential, incidental and delay damages resulting from such default or failure of the Principal, liquidated damages in accordance with the Contract Documents and actual damages caused by delayed performance or non-performance of the Contract Documents if liquidated damages are not provided for in the Contract Documents, and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Work to be performed under the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, consequential, incidental and delay damages resulting from such default or failure of the Principal, liquidated damages in accordance with the Contract Documents and actual damages caused by delayed performance or non-performance of the Contract Documents if liquidated damages are not provided for in the Contract Documents, shall be payable by Principal and Surety upon demand of Obligee; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the

**SECTION FIVE
FORM OF PERFORMANCE BOND**

performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, shall not release and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract sum in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the contract sum in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond or the Contract Documents shall include, without limitation, any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligee incurs legal fees for actual or potential default or enforcement of its rights under the Contract Documents or Performance Bond, the Surety agrees to pay for all legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this ____ day of _____, 2025.

(Individual Principal)

(SEAL)

WITNESS:

(Signature of Individual)

Trading and Doing Business as

**SECTION FIVE
FORM OF PERFORMANCE BOND**

(Partnership Principal)

WITNESS:

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporate Principal)

ATTEST:

(Name of Corporation)

Secretary (Assistant Secretary)

By: _____ (SEAL)
President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

(Name of Corporation)

*By: _____
(Authorized Representative)

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the Performance Bond, evidencing authority to execute on behalf of the corporation.

**SECTION FIVE
FORM OF PERFORMANCE BOND**

* * * * *
(Corporate Surety)

WITNESS:

(Name of Corporation)

**By: _____

(Attorney-in-Fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Performance Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

**SECTION SIX
FORM OF PAYMENT BOND**

**COUNTY OF BERKS
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the “Principal”), and _____, a company organized and
existing under the laws of the _____ of _____, with a principal
office at _____
_____, and authorized to do business in the Commonwealth of
Pennsylvania, as Surety (the “Surety”), are held and firmly bound, unto the COUNTY OF BERKS
as Obligee (the “Obligee”), as hereinafter set forth, in the full and just sum of
_____ Dollars (\$_____) lawful money of the United
States of America, for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated
_____, 2025 (the “Bid”), to perform general construction Work for the Obligee, in
connection with the Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and
Greenawalt Bridge #32A Project located in Greenwich and Albany Townships, Berks County,
Pennsylvania, pursuant to Drawings, Specifications and other related documents, constituting the
Bidding Documents, which are incorporated into the Bid by reference (the “Contract Documents”);
and

WHEREAS, the Obligee, is a “Contracting Body” under provisions of Act No. 385 of the
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on
December 20, 1967, known as and cited as the “Public Works Contractors’ Bond Law of 1967” (the
“Act”); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the
Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Payment Bond to
the Obligee, with this Payment Bond to become binding upon the award of a contract to the Principal
by the Obligee in accordance with the Bid; and

SECTION SIX
FORM OF PAYMENT BOND

WHEREAS, it also is a condition of the Contract Documents that this Payment Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Payment Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Contract"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Payment Bond are and shall be that if the Principal, and if all assignees of the Principal, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, for material furnished, labor supplied or labor performed, then this Payment Bond shall be void; otherwise, this Payment Bond shall be and shall remain in force and effect.

This Payment Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal, any assignees of the Principal, in the prosecution of the Work covered by the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of any portion of the Work. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include, without limitation, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract Documents. As required by the Act, the provisions of this Payment Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public Work or public improvement contemplated by the Contract Documents.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Payment Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal or any assignees of any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or

SECTION SIX
FORM OF PAYMENT BOND

furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Payment Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant.

This Payment Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, and/or alterations and/or changes which materially increase the liability and/or obligations of the Principal and the Surety under this Payment Bond, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Payment Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage and/or other material increase in the liability and obligations of the Principal and the Surety under this Payment Bond.

Provided, that it is expressly agreed that this Payment Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Payment Bond and whether referring to this Payment Bond or the Contract Documents, shall include any alteration, addition, extension or modification, whether material or not, and of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligee incurs legal fees (e.g., fees of attorneys, paralegals and other legal professionals) for actual or potential default or enforcement of its rights under the Contract Documents or Payment Bond, the Surety agrees to pay for all legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Payment Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute

**SECTION SIX
FORM OF PAYMENT BOND**

resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Payment Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment Bond to be signed, sealed and delivered this _____ day of _____, 2025.

(Individual Principal)

(Signature of Individual) (SEAL)

WITNESS: _____ Trading and Doing Business as _____

(Partnership Principal)

WITNESS: _____

BY: _____ (SEAL)
Partner

BY: _____ (SEAL)
Partner

BY: _____ (SEAL)
Partner

(Corporate Principal)

ATTEST: _____

Secretary (Assistant Secretary) _____
President (Vice President)

(CORPORATE SEAL)

**SECTION SIX
FORM OF PAYMENT BOND**

or (if appropriate)

WITNESS:

(Name of Corporation)

*BY: _____
(Authorized Representative)

* Attach appropriate proof, with raised corporate seal, dated as of the same date as the Payment Bond, evidencing authority to execute on behalf of the corporation.

* * * * *
(Corporate Surety)

WITNESS:

(Name of Corporation)

**BY: _____
(Attorney-in-Fact)

** Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Payment Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

**SECTION SEVEN
CONTRACT**

CONTRACT #PC-XXXXXX-25

THIS CONTRACT (“Contract”) is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “Owner”) and *Contractor* with offices at [] (hereinafter “Contractor”).

Background

The Owner desires to engage the Contractor for the delivery of Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A in accordance with the requirements set forth in the Owner’s Invitation to Bid #25-19-SKMZ, inclusive of all Amendments (hereinafter “ITB”), and Contractor’s Bid thereto dated [] (hereinafter “Bid”), both of which are hereby incorporated into this Contract by reference.

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

1. Contract Documents

In addition to the ITB and Bid, the Contract Documents consist of this Contract, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, Addenda issued prior to execution of this Contract, other documents listed in this Contract, and modifications issued after execution of this Contract and such documents are as fully a part of the Contract as if attached to this Contract or repeated herein (all of which together are hereinafter referred to as the “Contract”). The Contract represents the entire and integrated contract between the parties hereto and supersedes prior negotiations, representations or agreements, either oral or written. An enumeration of the Contract Documents, other than modifications, appears in Article 31, below.

2. The Work of this Contract

- 2.1 Subject to the terms and conditions set forth in this Contract, the Owner hereby engages the Contractor to provide construction services set forth in the ITB on behalf of the Owner consistent with the terms of the Contract.
- 2.2 The Contractor shall fully execute the work described in the Contract, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
- 2.3 Owner may, from time to time, without invalidating the Contract, order additional work or alterations to the Contract Documents, by amending, modifying, changing, adding to, deducting from, or altering the work described in the Contract Documents. The provisions of the Contract shall apply to all such additional work and alterations with the same effect as if they were embodied in the original Contract Documents. No order for additional work or alterations given to Contractor and no cancellation of any such

SECTION SEVEN CONTRACT

order shall be deemed authorized, nor shall it bind or obligate Owner in any way unless such order for additional work or alterations shall have been written and previously signed on behalf of Owner by an authorized representative of Owner. Where work commenced by Contractor prior to the time a claim is made by Contractor that such work is not provided for in the Contract Documents, and where Owner shall not have issued a written, signed order for additional work in accordance with the Contract Documents, such work shall be deemed to have been included in the original Contract Documents and shall not be considered an order to perform additional work or alteration under the Contract.

- 2.3.1 Prior to performing any additional work, Contractor shall furnish detailed written estimates of the cost of additional work involved to the Owner in a manner that is satisfactory to the Owner.
- 2.3.2 Any order by the Owner to the Contractor for additional work or alterations given pursuant to the Contract Documents may recite that the Contract Sum will be adjusted either up or down, in which event the Contract Sum (as defined in Paragraph 4.2, below) shall be adjusted at the option of the Owner, in its discretion, on any of the following bases that may be designated by the Owner:
 - 2.3.2.1 By estimate, negotiation or acceptance of a lump sum;
 - 2.3.2.2 The unit prices set forth in Paragraph 4.4 of this Contract or if no such unit prices exist, then the best applicable unit prices that may be agreed upon by both the Contractor and the Owner;
 - 2.3.2.3 By cost and a percentage fee, or by cost and a fixed fee, in each case subject to a guaranteed maximum price;
 - 2.3.2.4 On the basis of the reasonable value of the additional work or alterations required of the Contractor;
 - 2.3.2.5 In the case of an omission of any work by the Contractor, the Contract Sum shall be reduced in an amount equal to the estimated, but reasonable value of the work omitted by the Contractor in relation to the Contract Sum; or
 - 2.3.2.6 Any combination of the above bases.
- 2.3.3 If any order given by the Owner to the Contractor for additional work or alterations given pursuant to the Contract Documents does not specify the amount or rate by which the Contract Sum, shall be adjusted, then there shall be no adjustment in the Contract Sum unless within a reasonable time not exceeding Seven (7) calendar days after delivery of such order and, in any event before the

SECTION SEVEN CONTRACT

commencement of the particular work in question, Contractor shall submit a written claim to Owner for an adjustment, or further adjustment in the Contract Sum. If an order given by the Owner to the Contractor for additional work or alterations does not recite that the time for the completion of the work will be extended or shortened, then there shall be no such extension or shortening. If Owner so chooses, such order may recite that said time will be extended or shortened by a stated amount, in which case there shall be no further extension or shortening of said time, unless Contractor within the time for submitting a written claim for adjustment in the Contract Sum under this Paragraph 2.2.3 shall submit a written claim to Owner for a different extension or shortening of said time. Upon delivery of any such claim by Contractor to Owner, Owner shall have the right to cancel the additional order for changes giving rise to such claim by Contractor, but if Owner does not cancel same, then Owner and Contractor shall endeavor to agree on the amount by which the Contract Sum should be adjusted, or on the date when all of said work shall be completed. If agreement on any of said points is reached, it shall be reduced to writing and signed by authorized representatives of both Contractor and Owner. Should Owner and Contractor fail to reach an agreement on all of said points within a reasonable time, Owner may, nevertheless, direct Contractor to proceed with the Work as ordered.

3. Start of Work and Substantial Completion

- 3.1 The Contract shall commence upon the issuance of a formal Notice to Proceed (NTP) letter authored by the Owner's representative and must be completed no later than One Hundred Twenty (120) calendar days after issuance of the NTP. The Contractor acknowledges that the time period for completion of the work described in the Contract Documents is suitable to enable the Contractor to complete such work in full compliance with all applicable codes, laws, ordinances and regulations affecting the project. Notwithstanding the foregoing, the Owner reserves the right, in the Owner's sole and absolute discretion, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to Three (3) months upon the same terms and conditions except that the contract price for the additional time period shall be a prorated amount of the Contract Sum set forth in Section 4.2 of this Contract.

4. Contract Sum

- 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract.
- 4.2 The Owner shall pay the Contractor _____ ("Contract Sum") in current funds, subject to additions and deductions as provided in the Contract Documents, for the Contractor's proper performance of the work in

**SECTION SEVEN
CONTRACT**

accordance with the Contract Documents during the Contract Period as detailed below:

Item No.	Quantity	Item Description	Unit Price	Total Price
0201-0001	Lump Sum	Clearing and Grubbing (Bridge 46E)		
0608-0001	Lump Sum	Mobilization (Bridge 46E)		
0608-0002	Lump Sum	Mobilization (Bridge 32A)		
0802-0001	10 Cubic Yards	Topsoil Furnished and Placed (Bridge 46E)		
0806-0113	250 Square Yards	Temporary Short-Term, Rolled Erosion Control Product, Type 2D (Bridge 46E)		
0845-0001	Dollar	Unforeseen Water Pollution Control (Bridge 46E & 32A)	\$1.00	\$5,000.00
0849-0010	3 Each	Rock Construction Entrance (Bridge 46E)		
0855-0003	2 Each	Pump Water Filter Bag (Bridge 46E)		
0855-0004	2 Each	Replacement Pump Water Filter Bag (Bridge 46E)		
0901-0001	Lump Sum	Maintenance and Protection of Traffic (Bridge 46E Detour)		
0901-0001	Lump Sum	Maintenance and Protection of Traffic (Bridge 32A Detour)		
1040-0001	30 Square Feet	Concrete Bridge Deck Repairs, Type I (Bridge 46E)		
1040-0002	5 Square Feet	Concrete Bridge Deck Repairs, Type II (Bridge 46E)		
1071-0100	Lump Sum	Spot Painting Existing Structural Steel (Bridge 32A)		
1072-0100	Lump Sum	Containment (Bridge 32A)		

**SECTION SEVEN
CONTRACT**

Item No.	Quantity	Item Description	Unit Price	Total Price
1072-0200	Lump Sum	Waste Management (Bridge 32A)		
1072-0300	Lump Sum	Worker Health and Safety (Bridge 32A)		
1090-0100	38 Linear Feet	Preformed Neoprene Compression Seal Replacement (Bridge 32A & 46E)		
9000-0001	170 Linear Feet	Temporary Water Diversion System (Bridge 46E)		
9000-0002	4 Each	Timber Arch Truss Repair (Bridge 46E)		
9000-0003	Lump Sum	Temporary Support (Bridge 46E)		
9000-0004	Lump Sum	Timber Arch Truss Debris Removal (Bridge 46E)		

- 4.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by Owner: N/A
- 4.4 Unit prices, if any, are as follows: N/A
- 4.5 Transportation terms are F.O.B. DESTINATION for all deliveries. The Contract Sum includes, without limitation, all transportation, delivery, placement, handling charges, overhead, labor and profit, etc. Furthermore, the Contractor should confirm with the Owner the delivery requirements before making delivery. In emergency situations, the Contractor shall deliver appropriate labor, material, and equipment within Forty-Eight (48) hours after the Owner's request for delivery

5. Notices

- 5.1 All necessary coordination and communication required to carry out this Contract, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below:

**SECTION SEVEN
CONTRACT**

	<i>Owner:</i>	<i>Contractor:</i>
Attention	Alan Piper, Transportation Planner, Berks County Planning Commission	
Address	400 E. Wyomissing Avenue Mohnton PA, 19540	
Telephone	610-478-6300 ext. 6313	
Fax	610-478-6316	
Email	apiper@berkspa.gov	

5.2. Neither the Owner's nor the Contractor's representative shall be changed without Ten (10) days written notice to the other party. Any proposed replacement for the Contractor's representative must be approved by the Owner in writing.

6. Payments

Based upon invoices submitted to the Owner by the Contractor, the Owner shall make payments on account of the Contract Sum to the Contractor as provided in Section 34 of the Instructions to Bidders and General Conditions of Contract.

7. Insurance

Prior to commencement of performance of this Contract, Contractor shall furnish to the Owner a certificate of insurance evidencing all required coverage as provided in Section 16 of the Instructions to Bidders and General Conditions of Contract.

8. Availability of Appropriated Funds

The parties agree that any and all payments due from the Owner, as required under the terms of the Contract, are contingent upon the availability of appropriated funds.

9. Taxes

The Owner is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The Owner's registration number with the Internal Revenue Service is 23-6003049. Net prices shown in the Bid as incorporated in this Contract shall exclude such Federal and State taxes. This statement is not meant to exempt the Contractor from the payment of sales or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance herein.

10. Records, Audit and Inspection

10.1 Contractor shall maintain such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under this Contract and such other additional records as the Owner may reasonably require in connection with this Contract. Contractor shall preserve such records in accordance with

SECTION SEVEN CONTRACT

statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The Owner and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Contractor in connection with this Contract. The Owner and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Contractor's normal business hours, Contractor's production and related facilities utilized to perform its obligations under this Contract.

10.2 Monitoring.

Contractor shall make available to Owner during the term of this Contract all pertinent financial, program, administrative and personnel records, reports, documents, and files related directly or indirectly to Contractor's activities under and in compliance with this Contract.

11. Indemnity

Contractor agrees to defend (with counsel reasonably acceptable to Owner), indemnify and hold harmless the Owner, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Contractor or its subcontractors or any of their respective agents, servants, or employees or Contractor's failure to perform in accordance with the provisions of this Contract.

12. Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

13. Claims for Consequential and/or Incidental Damages

The Contractor waives claims against the Owner for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Contract.

14. Publicity

Neither Contractor nor any tier subcontractor shall use the name of the Owner or quote the opinion of any Owner employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the Owner.

**SECTION SEVEN
CONTRACT**

15. Compliance with Laws

In the performance of this Contract, Contractor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Contractor shall give required notices, and secure and pay for any permits, licenses, and easements required for supply of Goods and Services. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful supply of the Goods and Services.

16. Health and Safety

The Contractor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Contractor shall:

- 16.1 comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the Owner;
- 16.2 promptly report to the Owner all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 16.3 promptly report to the Owner all cases Contractor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the Owner with a copy of the OSHA 300 log and all supporting forms;
- 16.4 properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition. This responsibility includes Contractor's right and duty to conduct reasonable and necessary maintenance in the work area and of the roadways to prevent unsafe work conditions from existing. Contractor shall regularly conduct safety audits and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area;
- 16.5 supply the applicable safety data sheets on all Goods and Services supplied to the Owner or used on Owner property;
- 16.6 use, handle, store and dispose of any hazardous materials or waste while on the Owner's property in strict compliance with applicable laws and as instructed in the safety data sheet(s); and
- 16.7 keep the Owner's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the Owner. The Owner may remove waste or store Contractor's tools, equipment and

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materials if Contractor fails to properly do so and the Contractor shall reimburse the Owner for any costs incurred, including charges for employee time, within seven (7) days of demand.

17. Equal Employment Opportunity

During the performance of the Contract, the Contractor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

18. Independent Contractor

The employees, subcontractors, methods, facilities, and equipment used by Contractor shall be at all times under Contractor's direction and control. Contractor's relationship to the Owner under this Contract shall be that of an independent contractor, and nothing in this Contract shall be construed to constitute Contractor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the Owner.

19. Termination

The Contract may be terminated by the Owner as provided in Section 44 of the Instructions to Bidders and General Conditions of Contract.

20. Employees of Contractor

20.1 Contractor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on Owner's property. If the Owner, in the Owner's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee is inconsistent with Contractor's obligations under this Contract by performing unsatisfactory services, interfering with the operation of the Owner's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the Owner, then upon the Owner's written notice, Contractor shall immediately provide a qualified replacement.

20.2 Contractor shall advise its employees and the employees of its subcontractors and agents that:

20.2.1 It is the policy of the Owner to provide a drug-free work environment. To that end the Owner prohibits the consumption of alcohol or illegal use, possession,

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sale, manufacture, dispensing, and distribution of drugs or other controlled substances while supplying Goods and Services or on Owner's property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

- 20.2.2 Any employee of Contractor who is found in violation of the policy may be removed or barred from the work site at the discretion of the Owner.

21. Governing Law and Jurisdiction

This Contract shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS CONTRACT, SHALL BE LITIGATED IN SUCH COURT.

22. Subcontractors

- 22.1 The Contractor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Contract or any extensions or renewals thereof. The Owner shall have the right to require the Contractor to terminate such subcontracts or employment at no cost to the Owner. The Contractor agrees to reimburse the Owner for costs and expenses incurred due to the Contractor's noncompliance with the terms of this certification requirement.

23. Severability

The provisions of this Contract shall be deemed to be severable. Consequently, in the event that any provision of this Contract is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Contract either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

24. Assignment

All terms, provisions, covenants and contracts contained in the Contract Documents shall extend to and be obligatory on the successors and assigns of the Contractor and Owner, but Contractor shall not assign the Contract, or any part thereof, or any of the payments to become due under the Contract, or any portion thereof, nor delegate any duties except with the written consent of the Owner.

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25. Reservation of Rights

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Contract shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Contract prior to the date of such termination or assignment.

26. Integrity Provisions

- 26.1 It is essential that those who seek to contract with the Owner observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Owner's procurement process.
- 26.2 In furtherance of this policy, Contractor agrees to the following:
- 26.2.1 Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Contractor or that governs contracting with the Owner and Commonwealth.
- 26.2.2 Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Owner and Commonwealth; Owner and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- 26.2.3 Contractor, its affiliates, agents and employees shall not influence, or attempt to influence any Owner or Commonwealth employee to breach the standards of ethical conduct for Owner or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- 26.2.4 Contractor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a Owner and/or Commonwealth official or employee or to any other person at the direction or request of any Owner and/or Commonwealth official or employee.
- 26.2.5 Contractor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to an Owner official or employee or to any other

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person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Owner and Commonwealth.

- 26.2.6 Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Owner or Commonwealth official or employee.
- 26.2.7 Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the Contract.
- 26.2.8 Contractor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the Owner in writing and the Owner consents to Contractor's financial interest prior to Owner execution of the Contract. Contractor shall disclose the financial interest to the Owner at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 26.2.9 Contractor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to oig.hotline@usdoj.gov and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- 26.2.10 Restrictions and certifications regarding non-disclosure agreements and related matters.
- 26.2.10.1 Contractor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts

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or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.

26.2.10.2 The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

26.2.10.3 In accepting this Contract, the Contractor

26.2.10.3.1 represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

26.2.10.3.2 certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

26.2.10.4 If the Contractor does or is authorized to make subawards (“subgrants”), or engage a procurement contractor to perform services under this Contract:

26.2.10.4.1 it represents that

26.2.10.4.2 it has determined that no other entity that the Contractor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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- 26.2.10.4.3 it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - 26.2.10.4.4 it certifies that if it learns or is notified that any subrecipient contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the Owner, will immediately stop any further obligations of Contract funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 26.2.11 Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Contractor under this Contract without the prior written approval of the Owner, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104*, or other applicable law or as otherwise provided in this Contract. Any information, documents, reports, data, or records secured by Contractor from the Owner or a third party in connection with the performance of this Contract shall be kept confidential unless disclosure of such information is:
- 26.2.11.1 Approved in writing by the Owner prior to its disclosure; or
 - 26.2.11.2 Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior Owner approval; or
 - 26.2.11.3 Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 26.2.11.4 Necessary for purposes of Contractor's internal assessment and review; or
 - 26.2.11.5 Deemed necessary by Contractor in any action to enforce the provisions of this Contract or to defend or prosecute claims by or against parties other than the Owner; or
 - 26.2.11.6 Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
 - 26.2.11.7 Otherwise required by law.
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- 26.2.12 Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Owner agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- 26.2.12.1 Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - 26.2.12.2 Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
 - 26.2.12.2.1 Obtaining;
 - 26.2.12.2.2 Attempting to obtain; or
 - 26.2.12.2.3 Performing a public grant or subgrant Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - 26.2.12.3 Violation of federal or state antitrust statutes.
 - 26.2.12.4 Violation of any federal or state law regulating campaign contributions.
 - 26.2.12.5 Violation of any federal or state environmental law.
 - 26.2.12.6 Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - 26.2.12.7 Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.
 - 26.2.12.8 Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 CFR Part 42.
 - 26.2.12.9 Debarment by any agency or department of the federal government or by any other state.
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- 26.2.12.10 Any other crime involving moral turpitude or business honesty or integrity. Contractor acknowledges that the Owner may, in its sole discretion, terminate the contract for cause upon such notification or when the Owner otherwise learns that Contractor has been officially notified, charged or convicted.
- 26.2.13 If this Contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
- 26.2.13.1 Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
- 26.2.13.2 To obtain a copy of the report form, Contractor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 26.2.14 Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 26.2.15 When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 26.2.16 Contractor, by submission of its bid or proposal and/or execution of this Contract by the submission of any bills, invoices or requests for payment pursuant to the
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grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the Contract.

- 26.2.17 Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this Contract.
- 26.2.18 For violation of any of these Integrity Provisions, the Owner may terminate that and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Owner. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.
- 26.2.19 For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 26.
- 26.2.19.1 "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Owner or Commonwealth.
- 26.2.19.2 "Consent" means written permission signed by a duly authorized officer or employee of the Owner or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the Owner or Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

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- 26.2.19.3 “Contractor” means the individual or entity that has entered into this Contract with the Owner, including those directors, officers, partners, managers and owners having more than a five percent interest in Contractor.
- 26.2.19.4 “Financial interest” means:
- 26.2.19.4.1 Ownership of more than a five percent interest in any business; or
 - 26.2.19.4.2 Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
- 26.2.19.5 “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 26.2.19.6 “Immediate family” means a spouse and any unemancipated child.
- 26.2.19.7 “Non-bid basis” means a grant awarded or executed by the Owner with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- 26.2.19.8 “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

27. Debarment/Tax Liabilities

- 27.1 For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the Owner, or with a person under contract, subcontract, grant, or subgrant with the Owner or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Owner.

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- 27.1.1 The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Owner contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- 27.1.1.1 The Contractor must also certify, in writing, that as of the date of its execution, of any Owner contract it has no tax liabilities or other Owner or Commonwealth obligations.
- 27.1.1.2 The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Owner or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.
- 27.1.2 The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Owner.
- 27.1.3 The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other contract between the Contractor and the Owner, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 27.1.4 Contractor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:
- 27.1.4.1 Via e-mail through the MA Provider Compliance form at the following link:
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https://forms.office.com/Pages/ResponsePage.aspx?id=QSiOOSgB1U2b bEf8Wpob3qI3pAawcL5FtG_Hh_QOF81URERZQTJSMjExTEIBSEg5SEtORUc5UVNDTS4u

- 27.1.4.2 By U.S. mail at the following address:
- Department of Human Services
Office of Administration
Bureau of Program Integrity
Commonwealth of Pennsylvania
P.O. Box 2675
Harrisburg, PA 17105-2675
- 27.1.4.3 By fax at: 1-717-772-4655
- 27.1.4.4 Contractor shall copy the Owner on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the Owner in this Contract.
- 27.1.5 Contractor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.
- 27.1.6 Contractor shall periodically conduct self-audits to determine compliance with this requirement.
- 27.1.7 Contractor shall provide evidence of compliance with these requirements to the Owner within ten (10) days following a request by the Owner.
- 27.1.8 Contractor may obtain a current list of suspended and debarred Commonwealth providers by accessing:
- 27.1.8.1 The Commonwealth of Pennsylvania - Debarment and Suspension List online at the website below:
- <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>
- or contacting the:
- Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
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Telephone No: 717-783-6472

Fax No.: 717-787-9138

- 27.1.8.2. The Worker Protection and Labor Law Non-Compliance List online at the website below:

<https://www.dli.pa.gov/Pages/Non-Compliance-List.aspx>

- 27.1.9 It shall be the responsibility of the Contractor to determine and utilize the appropriate site for said database.

28. Nondiscrimination/Sexual Harassment Clause

- 28.1 During the term of the Contract, Contractor agrees as follows:

- 28.1.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any contract or subcontract, the Contractor, a subcontractor, or any person acting on behalf of the Contractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 28.1.2 The Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
- 28.1.3 The Contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 28.1.4 The Contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 28.1.5 The Contractor or any subcontractor shall, within the time periods requested by the Owner, furnish all necessary employment documents and records and permit access to their books, records and accounts by the Owner and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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28.1.6 The Contractor any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.

28.1.7 The Owner may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, Owner may proceed with debarment or suspension and may place the Contractor or subcontractor in the Contractor Responsibility File.

29. Right to Know Law

29.1 The Pennsylvania Right-to-Know Law (hereinafter “RTKL”), 65 P.S. §§ 67.101-3104, applies to this Contract.

29.2 Unless the Contractor provides the Owner, in writing, with the name and contact information of another person, the Owner shall notify the provider using the Contractor information provided by the Contractor in this Contract if the Owner needs the Contractor’s assistance in any matter arising out of the RTKL. The Contractor shall notify the Owner in writing of any change in the name or the contact information within a reasonable time prior to the change.

29.3 Upon notification to the Contractor that the Owner has received a request for records under the RTKL related to this Contract that may be in the Contractor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

29.3.1 Provide the Contractor, within five (5) business days after receipt of the Owner’s written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Owner reasonably believes is Requested Information and may be a public record under the RTKL; and

29.3.2 Provide such other assistance as the Owner may reasonably request, in order to comply with the RTKL with respect to this Contract.

29.4 If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Owner and provide within five (5) business days of receiving the Owner’s written notification, a written statement signed by a

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- representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- 29.5 The Owner will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Owner determines that the Requested Information is clearly not protected from disclosure under the RTKL.
- 29.6 If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Owner harmless for any damages, penalties, costs, detriment or harm that the Owner may incur as a result of the Contractor's failure, including any statutory damages assessed against the Owner.
- 29.7 The Owner will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- 29.8 The Contractor may file a legal challenge to a decision by the Owner to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Owner for any legal expenses incurred by the Owner as a result of such a challenge and shall hold the Owner harmless for any damages, penalties, costs, detriment or harm that the Owner may incur as a result of the Contractor's failure, including any statutory damages assessed against the Owner, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Owner's disclosure of Requested Information pursuant to the RTKL.
- 29.9 The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of the Contract and shall continue as long as the Contractor has Requested Information in its possession.

30. Worker Protection and Investment

- 30.1 To the extent applicable, Contractor shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Contractor is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:
- 30.1.1 Construction Workplace Misclassification Act;
- 30.1.2 Employment of Minors Child Labor Act;

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- 30.1.3 Minimum Wage Act;
 - 30.1.4 Prevailing Wage Act;
 - 30.1.5 Equal Pay Law;
 - 30.1.6 Employer to Pay Employment Medical Examination Fee Act;
 - 30.1.7 Seasonal Farm Labor Act;
 - 30.1.8 Wage Payment and Collection Law;
 - 30.1.9 Industrial Homework Law;
 - 30.1.10 Construction Industry Employee Verification Act;
 - 30.1.11 Act 102: Prohibition on Excessive Overtime in Healthcare;
 - 30.1.12 Apprenticeship and Training Act; and,
 - 30.1.13 Inspection of Employment Records Law.
- 30.2 Contractor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.

31. Enumeration of Contract Documents

- 31.1 The Contract Documents, except for modifications issued after execution of this Contract, are enumerated as follows:
 - 31.1.1 This Contract.
 - 31.1.2 The Invitation to Bid #25-14-SKMZ and its Amendments are incorporated into this Contract by reference.
 - 31.1.3 The Supplementary and other conditions of the Contract, if any.
 - 31.1.4 Bid Form.
 - 31.1.5 Payment Bond.
 - 31.1.6 Performance Bond.

**SECTION SEVEN
CONTRACT**

31.1.7 Non-Collusion Affidavit.

31.1.8 Subcontractors List.

31.1.9 Equipment Suppliers List.

31.1.10 Alternates/Substitution List.

31.1.11 Other documents, if any, forming part of the Contract Documents are as follows:
N/A

31.2 The various documents constituting the Contract Documents and the provisions therein contained are mutually dependent and complementary, and what is called for by any one of the Contract Documents shall be binding as if called for by all of the Contract Documents. All parts of the Contract Documents shall be construed so as to be consistent with each other, if possible, but in the event of conflicts, inconsistencies or discrepancies between and/or within the Contract Documents, or any part thereof, the Contractor shall (1) provide the better quality or greater quantity of the work; or (2) comply with the more stringent requirement, or both, in accordance with the Owner's interpretation

32. Headings

All headings included for convenience only and shall not affect any construction or interpretation of this Contract.

33. Entire Contract

The governing terms and conditions of this Contract are expressly limited to the terms and conditions contained in this Contract and documents incorporated herein. This Contract constitutes the complete integration of all oral and written documents, is the entire and final Contract between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

[signatures on following page]

**SECTION SEVEN
CONTRACT**

With the intent to be legally bound, authorized officials of each party have signed this Contract on the dates written below. Each person signing this Contract represents and warrants that such person is fully authorized to sign and enter into this Contract on behalf of the Contractor named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Contract.

County of Berks

Contractor

By: _____

By: _____

Name (printed): George M. Rodrigues

Name (printed): _____

Title: Director of Contracts and Procurement

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name (printed): Stephanie Kofke

Name (printed): _____

Title: Contract Manager

Title: _____

**SECTION EIGHT
BID FORM**

BID FORM – Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and
Greenawalt Bridge #32A

County of Berks
Berks County Services Center
Controller’s Office, 12th Floor
633 Court Street
Reading, PA 19603

DATE _____

Re: County of Berks
The following Bid is submitted in response to your Advertisement to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

*In the event our company is awarded a contract as a result of the ITB and this bid, the
following individual will serve as project liaison/manager:*

Name / Title: _____

Office Address: _____

Telephone: _____

Fax: _____

Email: _____

**SECTION EIGHT
BID FORM**

This Bidder agrees to furnish bonds required by Instructions to Bidders and General Conditions. Bid Security in the amount required by Instructions to Bidders and General Conditions is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within ten (10) days after notification of Award of Contract, enter into a Contract and provide the required bonds and insurance.

This Bidder has carefully examined all CONTRACT DOCUMENTS and the BID DOCUMENTS and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver the materials, tools, equipment, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner; in accordance with the Bid Documents and the Contract Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner of a Certificate of Insurance, Payment Bond and Performance Bond as outlined in the Instructions to Bidders and General Conditions.

Bidder understands the following supplement to the Bid Form must be submitted concurrent with this bid submission.

- Bid Security Form (Bid Bond)
- Non-Collusion Affidavit
- Sample Certificate of Insurance evidencing limits required herein
- Commonwealth of Pennsylvania Public Works Employment Verification Form for Bidder
- Agreement of Surety
- PennDOT Pre-Qualification Certification
- Worker Protection and Investment Certification Form BOP-2201

Bidder understands the following supplement to the Bid Form must be submitted, if applicable, when directed to do so by the Owner, or Owner's agent.

- Performance Bond
- Payment Bond
- Commonwealth of Pennsylvania Public Works Employment Verification Form for Subcontractors.
- Subcontractors List
- Equipment Suppliers List
- Alternates/Substitution List

Certificate of Insurance evidencing limits and including the additional insured language required herein. The Contractor's General Liability policy shall include the CG2503 Designated Construction Project's General Aggregate Limit or the equivalent.

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
BID FORM**

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the County of Berks and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the Award of Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____ Dollars
(\$ _____) for the County of Berks Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A Project.

COST BREAKDOWN

Total shall equal Base Bid.

Bonds \$ _____

Construction Contract \$ _____

** Cost breakdowns are for administrative purposes only, and will not be used to determine the lowest possible bidder.*

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
 BID FORM**

**BASE BID – COST PROPOSAL SUMMARY
 BRIDGE 46E**

Item No.	Quantity	Item Description	Unit Price	Total Price
0201-0001	LS	Clearing and Grubbing (Bridge 46E)		\$ _____
0204-0100	5 CY	Class 3 Excavation (Bridge 46E)	\$ _____	\$ _____
0205-0292	5 CY	Structure Backfill (Bridge 46E)	\$ _____	\$ _____
0608-0001	LS	Mobilization (Bridge 46E)		\$ _____
0802-0001	10 CY	Topsoil Furnished and Placed (Bridge 46E)	\$ _____	\$ _____
0804-0001	18 LB	Seeding and Soil Supplements - Formula B Including Mulch (Bridge 46E)	\$ _____	\$ _____
0806-0113	250 SY	Temporary Short-Term, Rolled Erosion Control Product, Type 2D (Bridge 46E)	\$ _____	\$ _____
0845-0001	DOLLAR	Unforeseen Water Pollution Control (Bridge 46E)	\$1.00	\$2,500.00

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
 BID FORM**

Item No.	Quantity	Item Description	Unit Price	Total Price
0849-0010	3 EACH	Rock Construction Entrance (Bridge 46E)	\$ _____	\$ _____
0855-0003	2 EACH	Pump Water Filter Bag (Bridge 46E)	\$ _____	\$ _____
0855-0004	2 EACH	Replacement Pump Water Filter Bag (Bridge 46E)	\$ _____	\$ _____
0867-0012	225 LF	Compost Filter Sock (Bridge 46E)	\$ _____	\$ _____
0901-0001	LS	Maintenance and Protection of Traffic (Bridge 46E Detour)		\$ _____
1040-0001	30 SF	Concrete Bridge Deck Repairs, Type I (Bridge 46E)	\$ _____	\$ _____
1040-0002	5 SF	Concrete Bridge Deck Repairs, Type II (Bridge 46E)	\$ _____	\$ _____
1090-0100	16 LF	Preformed Neoprene Compression Seal Replacement (Bridge 46E)	\$ _____	\$ _____
9000-0001	170 LF	Temporary Water Diversion System (Bridge 46E)	\$ _____	\$ _____
9000-0002	4 EACH	Timber Arch Truss Repair (Bridge 46E)	\$ _____	\$ _____

**SECTION EIGHT
 BID FORM**

Bidder's Handwritten Initials _____

BID FORM

Item No.	Quantity	Item Description	Unit Price	Total Price
9000-0003	LS	Temporary Support (Bridge 46E)		\$ _____
9000-0004	LS	Timber Arch Truss Debris Removal (Bridge 46E)		\$ _____
9000-0005	768 CF	Dismantling and Resetting Stone Masonry Wall (Bridge 46E)	\$ _____	\$ _____

TOTAL AMOUNT OF BID FOR BRIDGE 46E

Dollars \$

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
 BID FORM**

**BASE BID – COST PROPOSAL SUMMARY
 BRIDGE 32A**

Item No.	Quantity	Item Description	Unit Price	Total Price
0608-0002	LS	Mobilization (Bridge 32A)		\$ _____
0845-0001	DOLLAR	Unforeseen Water Pollution Control (Bridge 32A)	\$1.00	\$2,500.00
0901-0002	LS	Maintenance and Protection of Traffic (Bridge 32A Detour)		\$ _____
1071-0100	LS	Spot Painting Existing Structural Steel (Bridge 32A)		\$ _____
1072-0100	LS	Containment (Bridge 32A)		\$ _____
1072-0200	LS	Waste Management (Bridge 32A)		\$ _____
1072-0300	LS	Worker Health and Safety (Bridge 32A)		\$ _____
1090-1000	22 LF	Preformed Neoprene Compression Seal Replacement (Bridge 32A)	\$ _____	\$ _____

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
BID FORM**

TOTAL AMOUNT OF BID FOR BRIDGE 32A
Dollars \$

ALL ITEMS MUST BE BID FOR PROPOSAL TO BE CONSIDERED

- ❖ **For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct, and the extended price shall be corrected accordingly**
- ❖ **All Base Bid items MUST be bid. (Component Item Schedules for each location, which together constitute the Base Bid Summary, are included below for information purposes.)**
- ❖ **A Bid Bond in the amount of ten percent (10%) of the total amount of bid MUST be submitted with your bid.**
- ❖ **A Performance Bond and a Payment Bond in the amounts of one hundred percent (100%) of the Total Amount Bid MUST be submitted by the successful bidder within ten (10) days from the bid award date (refer to Section One, Paragraph 13).**
- ❖ **A one (1) year Warranty MUST be submitted by the successful bidder within ten (10) days from the bid award date (refer to Section One, Paragraph 38).**

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
BID FORM**

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____ Date _____ No. _____ Date _____
No. _____ Date _____ No. _____ Date _____

Authorized signature of Bidder

Please check the appropriate category:

_____ Sole Proprietorship _____ Partnership
_____ Pennsylvania Corporation _____ Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

COMPANY NAME _____

FEDERAL ID# _____

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE # _____

FAX # _____

Witness or Attest:

An Officer, if Bidder is corporation, if not corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

**SECTION NINE
SUBCONTRACTORS LIST**

COUNTY OF BERKS

SUBCONTRACTORS LIST

Herewith is the List of Subcontractors who will perform the Work on the Project referenced in the Bid submitted by:

(Bidder)

to

(Owner)

dated _____ and which is an integral part of the Bid Form.

The following Work will be performed or provided by the named Subcontractors and coordinated by us:

SECTION OF WORK
(SPEC SECTION)

SUBCONTRACTOR / TELEPHONE NO.

**SECTION TEN
EQUIPMENT SUPPLIERS LIST**

COUNTY OF BERKS

EQUIPMENT SUPPLIERS LIST

Herewith is the List of the Suppliers of Equipment to be installed in the Project referenced in the Bid submitted by:

(Bidder)

to

(Owner)

dated _____ and which is an integral part of the Bid Form.

EQUIPMENT
COMPONENTS OR
ITEMS

SUPPLIER / TELEPHONE NO.

**SECTION TWELVE
NON-COLLUSION AFFIDAVIT**

employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of My Company)
above representations are material and important, and will be relied on by the County of Berks in awarding the contract(s) for _____ which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Berks of true facts relating to the submission of Bids for this contract.

(Name and Position in Company)

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 2025**

Notary Public
My Commission Expires:

**SECTION THIRTEEN
AGREEMENT OF SURETY**

(Note: This Agreement shall be properly executed and must accompany the Certified Check, Bank Cashier's Check, Trust Company Treasurer's Check or Bid Bond, whichever is furnished as Bid Security.)

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Surety, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms and in the amounts required for the faithful performance and proper fulfillment of the _____ Construction Contract for the Maintenance and Rehabilitation of Kutz Mill Covered Bridge #46E and Greenawalt Bridge #32A on _____ behalf _____ of _____

(Name of Contractor)

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder within sixty (60) days after the date of opening of Bids or otherwise as set forth in the Instructions to Bidders, and the Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds, then the Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, Architect's, legal and other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

WITNESS

CORPORATE SURETY

DATE

SIGNATURE (Affix Corporate Seal)

ATTORNEY-IN-FACT

**SECTION FOURTEEN
LIST OF STATUTES**

PENNSYLVANIA STATUTES

I. Purdon's Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 1), 3 Pa.C.S.A. § 6701 et seq.

Pennsylvania Soil and Plant Amendment Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 1), 3 Pa.C.S.A. § 6901 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Pennsylvania Plant Pest Act of 1992, Act of December 16, 1992 (P.L. 1228, No. 162, § 1), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547, § 1), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024, § 1), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292, § 1), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa.C.S.A. 101 et seq.

IV. Purdon's Statutes – Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

**SECTION FOURTEEN
LIST OF STATUTES**

V. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704, § 1), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840, § 1), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422, § 1), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq. *Repealed in Part.* Section 4 of 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383, § 1), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272, § 1), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518, §§ 1 to 3), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103, § 1), as amended, 32 P.S. 816.1 et seq.

SECTION FOURTEEN
LIST OF STATUTES

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848, § 1), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189, § 1), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992, § 1), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996, § 2), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VI. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 34 Pa.C.S.A. 101 et seq.

VII. Purdon's Statutes – Title 35 (Health and Safety)

SECTION FOURTEEN
LIST OF STATUTES

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926, § 1), as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, Dec. 12, P.L. 903, No. 131, repealed this section in so far as it is inconsistent with said act (3 Pa.C.S.A. § 6501 et seq.).

The Public Bathing Law, Act of June 23, 1931 (P.L. 899, § 1), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

(Related to the Protection of Public Water Supply), Act of June 22, 1937 (P.L. 1987, Art. I, § 1), as amended, 35 P.S. 691.1 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535, § 1), as amended, 35 P.S. 750.1 et seq. *Repealed in Part.* Section 15 of Act 1990, July 1, P.L. 277, No. 67, repealed this section in so far as it relates to fee payments.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075, § 1), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

SECTION FOURTEEN
LIST OF STATUTES

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400, § 1), as amended, 35 P.S. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119, § 1), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq. *Repealed in Part.* Section 905(b) of Act 1988, Feb. 9, P.L. 31, No. 12, § 101, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101 et seq.), repealed this section insofar as it is inconsistent with said act.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147, § 101), as amended, 35 P.S. 7110.101 et seq. *Repealed in Part.* Section 17(b) of Act 1992, Dec. 18, P.L. 1638, No. 180, provides that this section is repealed insofar as it is inconsistent with said act.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12, § 101), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

**SECTION FOURTEEN
LIST OF STATUTES**

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

VIII. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242, art. I, § 101), as amended, 36 P.S. 670-101 et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, P.L. 159, No. 43 repealed this act insofar as it is inconsistent with said act.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, § 1, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

IX. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72, § 1), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.

X. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654, § 1), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93, § 101), as amended, 43 P.S. 1301.101 et seq.

XI. Purdon's Statutes – Title 52 (Mines and Mining)

SECTION FOURTEEN
LIST OF STATUTES

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177, § 1), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318, § 1), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117, § 1), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346, art. I, § 101), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Streams), Act of June 27, 1913 (P.L. 640, § 1), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198, § 1), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538, § 1), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095, § 2), as amended, 52 P.S. 681.1 et seq. *Repealed in Part.* Section 16 of Act 1971, Nov. 30, P.L. 554, No. 147, provided that this section repealed insofar as it is inconsistent with Act No. 147.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258, § 1), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659, art. I, § 101), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141, § 1), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans of Mines), Act of June 15, 1911 (P.L. 954, § 1), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198, § 1), as amended, 52 P.S. 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19,

**SECTION FOURTEEN
LIST OF STATUTES**

P.L. 1093, No. 219, provides that, except as provided in § 3034 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, § 1, 1st Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787, § 1), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133, § 1), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409, § 1), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994, § 1), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068, § 1), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1, § 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219, § 1), as amended, 52 P.S. 3301 et seq.

XII. Purdon’s Statutes – Title 53 (Municipal Corporation)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIII. Purdon’s Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

**SECTION FOURTEEN
LIST OF STATUTES**

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223, § 101), as amended, 58 P.S. 601.101 et seq. *Repealed in Part.* Section 4 of Act 1985, July 11, P.L. 232, No. 57, repealed insofar as it is inconsistent with said act.

XIV. Purdon's Statutes – Title 62 (Procurement)

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XV. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVI. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, as amended, 65 P.S. 67.101 et seq.

XVIII. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XIX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2, § 602.1, added 1971, Aug. 31, P.L. 362, No. 93, § 6), as amended, 72 P.S. 7602.1 et seq.

XX. Purdon's Statutes – Title 73 (Trade and Commerce)

**SECTION FOURTEEN
LIST OF STATUTES**

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq. *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See 71 P.S. § 751-35.*

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq. *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See 71 P.S. § 751-35.*

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

XXI. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXIII. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

**SECTION FOURTEEN
LIST OF STATUTES**

FEDERAL STATUTES

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1915)

Americans with Disabilities Act (42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2641-2656))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1466)

Community Environmental Response Facilitation Act (42 U.S.C. 9620 note)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)

SECTION FOURTEEN
LIST OF STATUTES

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

**SECTION FOURTEEN
LIST OF STATUTES**

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act Sections 1401-1451 (42 U.S.C. 300f-300j-26))

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

NO BID FORM

To assist the County in obtaining good competition, we ask that each firm who has received Invitation to Bid #25-14-SKMZ, **but does not wish to submit a bid**, state their reason(s) below and return this form to the County of Berks, Attn: Director of Contracts and Procurement, 633 Court Street, 13th Floor Services Center, Reading, PA 19601.

Unfortunately, we must offer a “No Bid” at this time because:

_____	1.	We do not wish to participate in the bid process.
_____	2.	We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are: _____ _____
_____	3.	We do not feel we can be competitive.
_____	4.	We cannot submit a Bid because of the marketing or franchising policies of our company.
_____	5.	We do not wish to sell to the County of Berks. Our objections are: _____ _____
_____	6.	We do not provide the items/services for which Bids are requested.
_____	7.	Other: _____ _____ _____

GP- 11-06-11-113 Amendment Summary

**Kutz Mill Road over Sacony Creek
Greenwich Township, Berks County, Pennsylvania**

Permit History and Original Project Description

This project involves repairs to the Kutz Mill Covered Bridge (Berks County Bridge 46E) that carries Kutz Mill Road over Sacony Creek in Greenwich Township, Berks County. The project site is located on the USGS 7.5-Minute Quadrangle Map for Kutztown, Pennsylvania, with an approximate latitude and longitude of 40.533472” and -75.805333”.

The original GP-11 (GP-11-06-11-113) was authorized April 24, 2013. The original proposed work included the replacement of the existing standing seam roof, all stem beam bearings at the abutments, and timber arch segments that bear on the abutment seats. It was necessary to raise the bridge using pneumatic/hydraulic jacks that will bear on the shelf of the abutment. Encroachment into the stream was necessary and was minimal for setting up the jacks on the abutment shelves. No earth disturbance was included. See **Appendix 1** for original permit.

New Project Description

Additional work was determined to be required after an inspection. Work for the permit amendment includes truss repair work (repairing inside and outside arch rings and bearing seats), Class I and II concrete deck repairs and resealing expansion joints. Refer to plan for locations. It will be necessary to raise the bridge using pneumatic/hydraulic jacks that will bear on the shelf of the abutment. Encroachment into the stream will be necessary and will be minimal for setting up the jacks on the abutment shelves. The wetland in the project area will not be impacted. The new impacts to the stream are temporary in nature. Temporary dewatering includes sandbag cofferdams and temporary bypass pump system. Refer to **Appendix 2** for Updated Project Plans.

According to Pa DEP Chapter 93 listings, Sacony Creek is designated as a Trout Stocked Fishes, Migratory Fishes stream (TSF, MF). Per the PFBC Sacony Creek is a trout natural reproduction stream (wild trout) and is within 0.5 miles of a stocked stream (Mill Creek). Therefore, it will incur both the wild trout in-stream construction restriction of October 1- December 31 and the stocked trout in-stream construction restriction of February 15- June 1. However, the contractor will request a waiver for the wild trout in-stream construction restriction.

Impacts Changes Summary:

Original impacts included only temporary impacts to the stream and floodway and are as follows:

Stream- 0.09 acres, 48’ x 80’

Floodway- 0.02 acres, 48’ x 20’

New impacts also include only temporary impacts and are as follows:

Stream- 0.111 acres, 83’ x 58.3’

Floodway/floodplain- 0.146 acres, 100 x 64

No impacts to the wetland within the project limits will occur. The new ARIT table lists impact amounts. Refer to **Appendix 3**.

Updated PNDI and PFBC Correspondence

According to the updated PNDI-797192 completed on February 9, 2024, there are potential impacts with the Pennsylvania Fish and Boat Commission (PFBC) and the U.S. Fish and Wildlife Service (USFWS). A Phase 1 survey by a Qualified Bog Turtle Surveyor found no presence of potential bog turtle habitat within 300 feet of the project and no tree clearing is proposed. See the Negative Phase I Bog Turtle Habitat Assessment dated February 12, 2024. Upon correspondence with the USFWS received on February 23, 2024, a Not Likely to Adversely Affect was noted for the bog turtle, northern long-eared bat, tricolored bat. According to a letter from the PFBC there are potential impacts to Bog Turtle (*Glyptemys muhlenbergii*, Endangered) and Northern Red-bellied Cooter (*Pseudemys rubriventris*, Threatened). As noted above, no impacts to Bog Turtle are anticipated. However, further coordination occurred with PFBC. According to a response on June 30, 2025, the PFBC does not foresee the proposed project resulting in adverse impacts to the Bog Turtle or Northern Red-bellied Cooter.

Refer to **Appendix 4** for the Negative Phase I Bog Turtle Habitat Assessment, updated PNDI, USFWS and PFBC correspondence.

Appendix 1- Original GP-11 Permit



**CHAPTER 105
GENERAL PERMIT REGISTRATION**

MAR 22 2013

TYPE OF GENERAL PERMIT: **New Permit**
PLEASE MARK ("X") ONE: **Transfer of Existing Permit** (Complete Section A, C & F below and all of form 3150-PM-BWEW0016)

PLEASE MARK ("X") ALL THAT APPLY:

- GP- 1 Fish Habitat Enhancement Structures
- GP- 2 Small Docks & Boat Launching Ramps
- Please mark ("X") the specific type of project:**
 - private recreational dock
 - public access facility
 - public service facility
 - other private or commercial facility
- GP- 3 Bank Rehabilitation, Bank Protection and Gravel Bar Removal
- GP- 4 Intake and Outfall Structures

- GP- 5 Utility Line Stream Crossing
- GP- 6 Agricultural Crossings & Ramps
- GP- 7 Minor Road Crossings
- GP- 8 Temporary Road Crossings
- GP- 9 Agricultural Activities
- GP-10 Abandoned Mine Reclamation
- GP-11 Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments (reviewed by DEP Regional Office only)
- GP-15 Private Residential Construction in Wetlands

Activity Related to Oil and Gas Exploration, Production or Transmission

SECTION A. APPLICANT INFORMATION

Applicant's Name / Client Berks County		DEP Client ID# (if known)		Employer ID# (EIN)	
Client Information - Please select Client Type / Code from drop down box under the correct entity shown to the right (or may be written in) →		Government		Non-Government	
		CNTY County		Individual	
Mailing Address Berks Co. Services Ctr, Facilities & Ops., 633 Court St, FL 16		City Reading		State PA	
				ZIP + 4 19601-4322	
Contact Person - Last Name First MI Suffix Hunter Ryan		Telephone (610) 478.6201		Email Address RHunter@countyofberks.com	

SECTION B. CONSULTANT INFORMATION (Complete if different than above) **N/A**

Contact Person - Last Name First MI Suffix Guisinger-Colon Susan M. P.E.		Consultant's Title Senior Project Mgr.		Consulting Firm McCormick Taylor, Inc.	
Mailing Address 222 Valley Creek Blvd, Suite 130		City Exton		State PA	
				ZIP + 4 19341-2385	
Telephone (610) 640.3500		Fax (610) 640.3503		Employer ID# (EIN)	
		Email SMGuisingerColon@MTmail.biz			

SECTION C. PROJECT INFORMATION

Project /Site Name: Kutz's Mill Bridge (Berks County Bridge 46E)		DEP Site ID# (if known or leave blank)			
Client Relationship - Please select Site-to-Client Relationship / Code from drop down box to the right (or may be written in) →			Double-click on shaded area below to select correct Site-to-Client Relationship / Code ↓		
County Berks		Municipality <input type="checkbox"/> City <input type="checkbox"/> Borough <input checked="" type="checkbox"/> Township Greenwich		OWN Owner	
Site Location / Address Kutz Mill Road over Sacony Creek		City Kutztown		State PA	
				ZIP + 4 19530	
Collection Method: <input type="checkbox"/> EMAP <input checked="" type="checkbox"/> HGIS <input type="checkbox"/> GISDR* <input type="checkbox"/> ITPMP <input type="checkbox"/> GPS <input type="checkbox"/> WAAS <input type="checkbox"/> LORAN					
Check the horizontal reference datum (or projection datum) employed in the collection method. EMAP and HGIS (PNDI) have known datum and do not require checking here. <input type="checkbox"/> NAD27 <input type="checkbox"/> NAD83 <input type="checkbox"/> WGS84 (GEO84)					
Enter the date of collection if coordinates were derived from GPS, WAAS or LORAN. ____ mm ____ dd ____ yyyy					

Applicant's Name Berks County	GENERAL PERMIT REGISTRATION	
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SECTION D. RESOURCE IDENTIFICATION

Please place an "X" in the appropriate box next to each item to indicate the applicant has identified any of these resources which may be present at the project site.

Each General Permit (GP) has a specific set of restrictions and some resources may require certain actions or prohibit the project from being eligible to register use of the GP. *This list is not all-inclusive, please see GPs for details.*

YES	NO		YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	National Register of Historic Places	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Threatened and Endangered Species
<input type="checkbox"/>	<input checked="" type="checkbox"/>	National Registry of Natural Landmarks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wild or Stocked Trout Streams
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local historical site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wild and Scenic Rivers
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exceptional Value (EV) Waters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wetlands
<input type="checkbox"/>	<input checked="" type="checkbox"/>	High Quality (HQ) Waters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____

SECTION E. REGISTRATION CHECK LIST AND REQUIREMENTS

	Applicant Entry	DEP Use Only
<p>Please place an "X" next to each item (1 - 16) to ensure it is completed and/or provided. Unless otherwise specified, all items are <u>required</u> to ensure a complete Registration package. **Provide ONE (1) ORIGINAL and FOUR (4) COPIES of the Registration package**</p>		
1. General Permit Registration form properly completed and signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> I have read the terms and conditions of the GP(s) indicated above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. General Permit Registration Fee and Chapter 105 Fee Calculation Worksheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Notification sent to the Municipality & County (copy of General Permit Registration form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. PASPGP-4 Cumulative Impact Project Screening Form properly completed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Location Map (USGS quad map) with project site marked	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Color Photographs with dates and descriptions (see instructions) <input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Stream Name and Chapter 93 Classification (example: UNT to #40637 HOUSE RUN, HQ-WWF/EV) Saony Creek, TSF/MF	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Project Description including proposed impacts and PNDI Avoidance Measures (if applicable)		
<p>This project involves repairs to the Kutz Mill Covered Bridge that carries Kutz Mill Road over Saony Creek in Greenwich Township. The bridge consists of a 91-foot steel I-beam superstructure that supports a timber covered bridge with stone masonry abutments and wingwalls.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<p>The proposed work includes the replacement of the existing standing seam roof, all steel beam bearings at the abutments, and timber arch segments that bear on the abutment seats. It will be necessary to raise the bridge using pneumatic/hydraulic jacks that will bear on the shelf of the abutment. Encroachment into the stream will be minimal for workmen to set up the jacks on the abutment shelves. No earth moving activities are anticipated. All work shall be conducted in accordance with Department Standards.</p>		
<p>*** Please see Section 10, "USFWS Concurrence letter and Special Permit Conditions," of this application for special permit conditions and PNDI Avoidance Measures ***</p>		
9. Site Specific and/or Standard Drawings depicting the project's GP activities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10. Site Plan depicting the site of the project's GP activities (see Section F.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Erosion & Sediment Control Plan (E&S Plan) (required for GP-11 only - see instructions)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12. Written Directions to Project Site: From US-222. Take the PA-737 N/Krumsville Road exit and turn right onto PA-737 N/Krumsville Road. In 2.0mi turn left onto Kutz Mill Road. Berks County Bridge 46E, Kutz's Mill Bridge over Saony Creek, is located on Kutz Mill Road approx. 0.8mi from the intersection of PA-737 N /	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

<p>13. Pennsylvania Natural Diversity Inventory (PNDI): Please place an "X" next to the appropriate box indicating the information provided:</p> <p><input checked="" type="checkbox"/> Completed PNDI Project Planning & Environmental Review Form</p> <p><input type="checkbox"/> Initialed PNDI Project Environmental Review Search Receipt showing "No Known Impacts"</p> <p><input checked="" type="checkbox"/> Initialed PNDI Project Environmental Review Search Receipt showing "Avoidance Measures" which have ALSO been incorporated into the project description</p> <p><input checked="" type="checkbox"/> Initialed PNDI Project Environmental Review Search Receipt showing "Potential Impacts" AND documentation of appropriate agency coordination required on PNDI Receipt</p>		
<p>14. Bog Turtle Habitat Screening: Please place an "X" next to the appropriate box indicating the information provided:</p> <p><input checked="" type="checkbox"/> Completed Request for a Bog Turtle Habitat Screening Form</p> <p><input type="checkbox"/> "No Effect" determination from the Army Corp of Engineers</p> <p><input checked="" type="checkbox"/> Documented clearance from the US Fish and Wildlife Services</p> <p><input type="checkbox"/> N/A</p>		

Applicant's Name Berks County	GENERAL PERMIT REGISTRATION
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15. Activities which impact wetlands:
Please place an "X" next to the appropriate box indicating the information provided:

<input checked="" type="checkbox"/> N/A because no wetland impacts proposed in project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A wetland delineation with complete data sheets in accordance with the 1987 Corps of Engineers Wetland Delineation Manual AND the appropriate Regional Supplements to the Corps of Engineers Wetland Delineation Manual for use in Pennsylvania.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> If wetland impacts are greater than 0.05 acres, a wetland replacement plan in accordance with the Department's Replacement criteria which provides wetland replacement at a one to one acre ratio.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> If wetland replacement onsite is determined not feasible by the DEP or District reviewer: A check, number _____, in the amount of \$_____ payable to the National Fish and Wildlife Foundation, N.A. 1237, as compensatory mitigation for _____ acres of impact in wetlands, in accordance with the Pennsylvania Wetland Replacement Project.	<input type="checkbox"/>	<input type="checkbox"/>

16. Registration of a GP-11:
Please place an "X" next to the appropriate box indicating the worksheet(s) provided:

<input type="checkbox"/> N/A because not registering use of GP-11	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> E&S Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Project Inventory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Bridge and/or Culvert Replacement Projects or Projects That Change the Waterway Opening	<input type="checkbox"/>	<input type="checkbox"/>

SECTION F. SITE PLAN

Please place an "X" next to each item to ensure it is shown on the site plan. Unless otherwise specified in the permit, all items are required to ensure a complete Registration package.

YES	NO		YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stream Name: <u>Sacony Creek</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	100 year Flood Elevation OR FEMA map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stream Limits and Flow Direction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Limits of Earth Disturbance Associated with Activity
<input type="checkbox"/>	<input type="checkbox"/>	Stream Impacts on site (including dimensions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of Property Lines Relative to the Project
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on site (including acres)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing Utilities, ROWs, Easements
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetland Impacts on site (including acres)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing Buildings, Roadway, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Waters (i.e. pond, lakes, wetlands)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed Buildings, Roadways, ROW etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Specific / Standard Drawings location(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Photograph location(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other _____

SECTION G. IMPACTS ASSOCIATED WITH PROJECT WORK SITE

Provide the unique identifier (from Section E.9.), latitude and longitude, total area and dimensions of impact to waters (including streams, lakes, ponds, etc.) and/or wetlands associated with the project for each category below.

If the project has multiple locations, please complete and provide a separate chart detailing the same information for each impact to waters and wetlands. The additional impacts should be totaled and provided in "(b)" below. The Additional Impacts Associated with Project Work Site (3150-PM-BWEW0554) may be used but is not required.

Identifier	<u>Section 7</u>	* 43,560 square feet per acre
Impact Latitude (DMS)	<u>40° 32' 0.5" N</u>	
Impact Longitude (DMS)	<u>-75° 48' 19.2" W</u>	
		Temporary Impacts
		Permanent Impacts
Impacts to Waters	Stream <input type="checkbox"/> N/A	0.09 ac 48' x 80'
	Floodway <input type="checkbox"/> N/A	0.02 ac 48' x 20'
Impacts to Wetlands	<input checked="" type="checkbox"/> N/A	_____ ac _____' x _____'
Total Impacts for this location (a)		0.11 ac
+ Total Impacts from additional locations (b)		0
Total Impacts for Project (a+b=c)		0.11 ac

Applicant's Name Berks County	GENERAL PERMIT REGISTRATION	
----------------------------------	------------------------------------	--

SECTION H. CERTIFICATION

I certify under penalty of law that the information provided in this permit registration is true and correct to the best of my knowledge and information and that I possess the authority to undertake the proposed action. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (If any of the information and/or plans is found to be in error, falsified, and/or incomplete, this authorization/verification may be subject to modification, suspension, or revocation in accordance with applicable regulations.)

	20 February 2013
Signature of Applicant	Date
Ryan Hunter, Facilities Director	
Typed / Printed Name	

PA Fish and Boat Commission Approval (for GP-1 only)

Signature of Reviewer	Date
	()
Reviewer's Typed / Printed Name	Phone Number
Reviewer's Typed / Printed Title	Email Address

This General Permit shall not be effective until the owner has had their E&S Plan reviewed by the appropriate Regional Office or District, obtained Federal Authorization and, where required, obtained an SLLA from DEP.

AN ACKNOWLEDGED COPY OF THIS GENERAL PERMIT REGISTRATION PACKAGE AND THE E&S PLAN MUST BE AVAILABLE AT THE PROJECT SITE DURING CONSTRUCTION.

SECTION I. ACKNOWLEDGEMENT - DEP USE ONLY

Signatures authorizing acknowledgment to use and register:

A. Completeness Review:		
	Begin Date: 4/15/13	Completeness Status <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DEP / District Reviewer Signature	Incomplete Date: _____	
WILLIAM GASPARI	Response Date: _____	
Reviewer's Typed / Printed Name	End Date: 4/15/13	

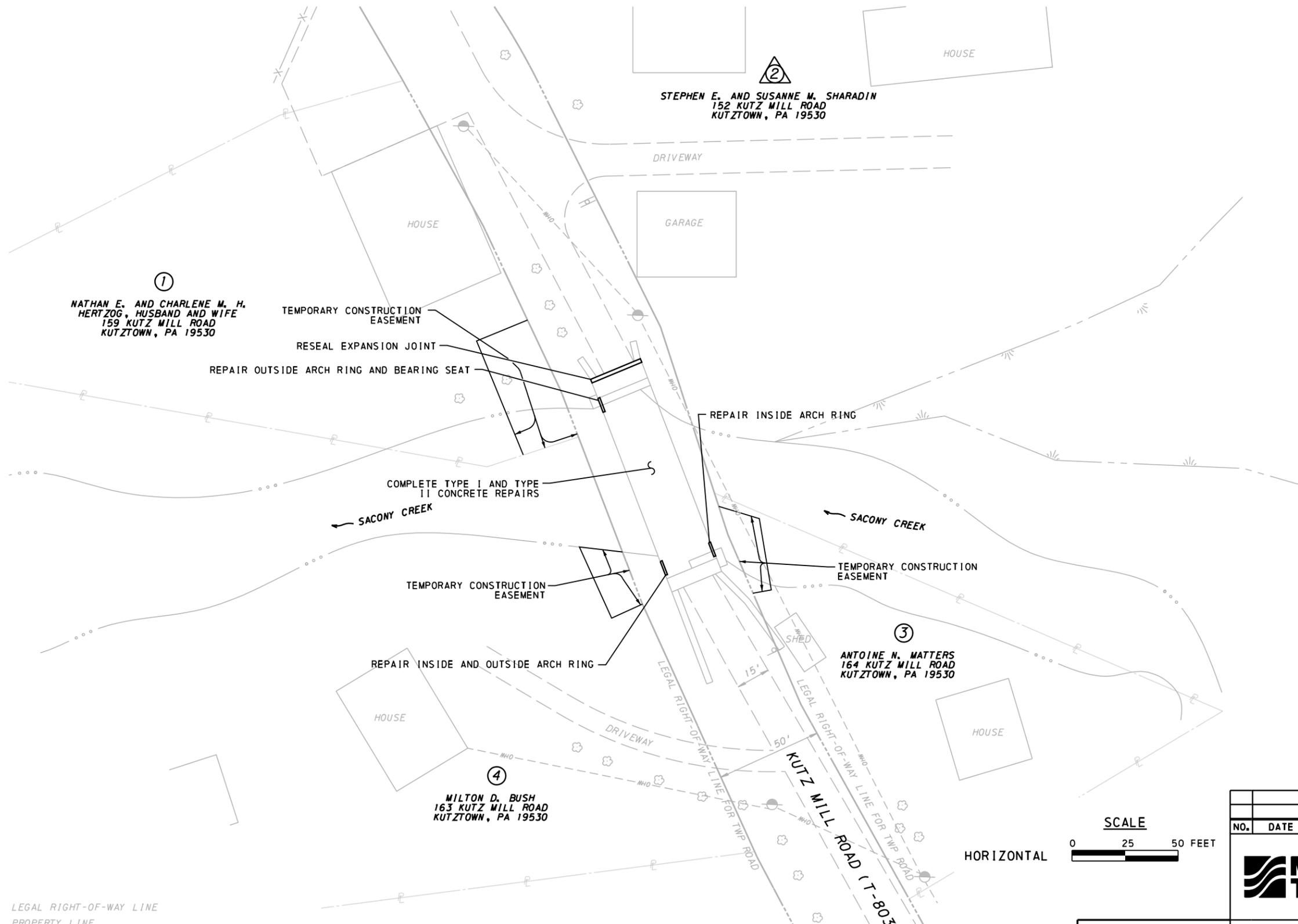
B. Eligibility Review:		
	Begin Date: 4/15/13	<input type="checkbox"/> Deficient - DENIED
DEP / District Reviewer Signature	Incomplete Date: _____	
WILLIAM GASPARI	Response Date: _____	
Reviewer's Typed / Printed Name	End Date: 4/15/13	

C. Decision Review:		
		Disposition Status <input type="checkbox"/> WITHDRAWN <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> RETURNED <input type="checkbox"/> DENIED
DEP / District Manager Signature	Begin Date: 4-24-13	
Edward J. Muzic	End Date: 4-24-13	
Reviewer's Typed / Printed Name		

D. Contact Information:		
WILLIAM GASPARI	(717) 705-6639	W.gaspari@Pa.gov
Typed / Printed Name	Phone Number	Email Address

E. Permit Tracking:			
Received 3/22/13	Acknowledged _____	SLLA required: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	PASPGP-4: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> CAT 1 <input type="checkbox"/> CAT 3
GP - 11-06-13-111	GP - _____	GP - _____	GP - _____
Notes: _____			

Appendix 2- Updated Project Plans



①
NATHAN E. AND CHARLENE M. H. HERTZOG, HUSBAND AND WIFE
 159 KUTZ MILL ROAD
 KUTZTOWN, PA 19530

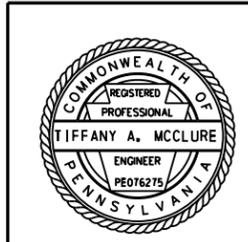
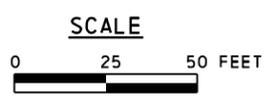
②
STEPHEN E. AND SUSANNE M. SHARADIN
 152 KUTZ MILL ROAD
 KUTZTOWN, PA 19530

③
ANTOINE N. MATTERS
 164 KUTZ MILL ROAD
 KUTZTOWN, PA 19530

④
MILTON D. BUSH
 163 KUTZ MILL ROAD
 KUTZTOWN, PA 19530

LEGEND

- LEGAL RIGHT-OF-WAY LINE
- - - PROPERTY LINE
- ... EXISTING STREAM
- x- EXISTING FENCE
- ⊙ EXISTING TREE
- ⊙ EXISTING UTILITY POLE
- PARCEL IDENTIFICATION NUMBER
- △ PARCEL IDENTIFICATION NUMBER - NO TAKE



NO.	DATE	REVISION

McCORMICK TAYLOR
 Eagleview Corporate Center
 600 Eagleview Boulevard
 2nd Floor
 Exton, PA 19341
 (610) 640-3500

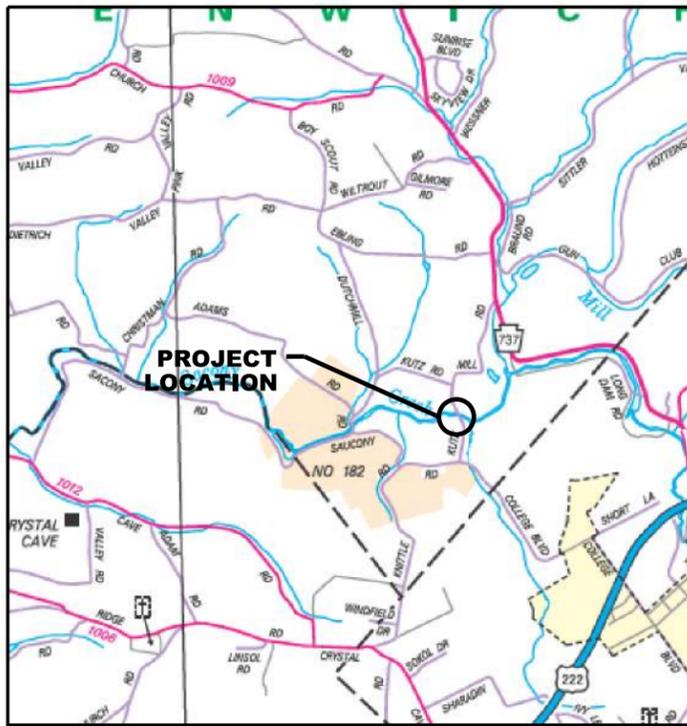
BERKS COUNTY BRIDGE No. 46E
 KUTZ MILL ROAD OVER SACONY CREEK
 GREENWICH TOWNSHIP
 BERKS COUNTY, PENNSYLVANIA

CONSTRUCTION PLAN

JOB NO.: 05368.001	DRWN: MAK	DATE: 6/10/2025
SCALE: AS STATED	CHKD: TAM	SHEET: 1 OF 1

\\EXTFSP\Public\Berks County\Guide Rail\2023-4\Microstation\Plan Set\46E\CP01.dgn
 6/10/2025

\\FTS\Public\Berks County\Guide Rati 2023-4\Microstation\Plan Set\46E\ES01.dgn 6/10/2025



LOCATION MAP

LEGEND

- TOWNSHIP ROAD
- STATE ROUTE
- STREAM



•TOTAL DISTURBED AREA FOR THIS PROJECT IS 0.32 ACRES.

WATERSHED NOTES:

ACCORDING TO CHAPTER 93 WATER QUALITY STANDARDS, SACONY CREEK IS LISTED AS A TROUT STOCKED FISHERIES (TSF) AND MIGRATORY FISHERIES (MF) AND IS LISTED AS APPROVED TROUT WATERS BY THE PENNSYLVANIA FISH AND BOAT COMMISSION. THERE IS AN IN STREAM RESTRICTION FROM FEBRUARY 15 TO JUNE 1 IN WHICH CONSTRUCTION ACTIVITIES WITHIN SACONY CREEK ARE PROHIBITED.

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE (3) WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND TEN (10) WORKING DAYS FOR DESIGN PHASE - STOP, CALL 1-800-242-1776

PA1
System Inc.
GREENWICH TOWNSHIP, BERKS COUNTY

NOTE: FINAL PA ONE CALL TO BE PERFORMED PRIOR TO THE START OF WORK BY PROJECT OWNER AS A PART OF THE FINAL UTILITY COORDINATION NECESSARY TO COMPLETE THE PROJECT.

SEEDING AND SOIL SUPPLEMENT SPECIFICATIONS								
FORMULA AND SPECIES	SEEDING RATE LBS./1000 S.Y.	SOIL SUPPLEMENTS			% BY MASS	MINIMUM %		MAX. % WEED SEED
		LIMESTONE LBS./1000 S.Y.	FERTILIZER LBS./1000 S.Y.	MULCHING LBS./1000 S.Y.		PURITY	GERMINATION	
FORMULA B RESIDENTIAL MIX **	42.0 TOTAL **	800	140 *	1200 (STRAW)	**	**	**	**
FORMULA C RESIDENTIAL MIX **	12.0 TOTAL **	800	140 *	1200 (STRAW)	**	**	**	**
FORMULA T TEMPORARY GRASS MIX **	6.0 TOTAL **	800	0	1200 (HAY)	**	**	**	**

- APPLY SLOW-RELEASE NITROGEN FERTILIZER AS SPECIFIED IN PENNDOT PUB. 408, SECTION 804.3(C)
- REFER TO PENNDOT PUB. 408, CHANGE 7, SECTION 804.2(C), TABLE B, SEEDING REQUIREMENTS

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO ANY EARTH DISTURBANCE.
3. CLEAR AND GRUB AS NECESSARY.

PHASE 1

1. INSTALL PHASE 1 E&S MEASURES AT THE SOUTH SIDE OF THE STRUCTURE AS INDICATED ON THE PLAN SHEET 4 OF 4.
2. CONSTRUCT PHASE 1 TEMPORARY WATER DIVERSION SYSTEM AROUND THE SOUTH ABUTMENT OF THE EXISTING STRUCTURE AS SHOWN ON THE PLANS. THIS WILL BE DONE TO PREVENT DEBRIS AND SEDIMENT FROM ENTERING WATERS OF THE COMMONWEALTH WHILE WORK IS BEING COMPLETED.
3. INSTALL PHASE 1 PUMPED WATER FILTER BAG TO INTAKE AND CLEAN SEDIMENT LADEN WATER IN THE WORK AREA. DISCHARGE CLEAN WATER IN AN UNDISTURBED AREA AND ALLOW CLEAN WATER TO FLOW INTO CREEK DOWNSTREAM OF THE WORK AREA.
4. REPAIR THE WEST INSIDE AND OUTSIDE ARCH RING AND EAST INSIDE ARCH RING.
5. REMOVE TEMPORARY WATER DIVERSION SYSTEM. DISPOSE OF DEBRIS AND WASTE APPROPRIATELY.

PHASE 2

1. INSTALL PHASE 2 E&S MEASURES AT THE NORTH SIDE OF THE STRUCTURE AS INDICATED ON THE PLAN SHEET 4 OF 4.
2. CONSTRUCT PHASE 2 TEMPORARY WATER DIVERSION SYSTEM AROUND THE NORTH ABUTMENT OF THE EXISTING STRUCTURE AS SHOWN ON THE PLANS. THIS WILL BE DONE TO PREVENT DEBRIS AND SEDIMENT FROM ENTERING WATERS OF THE COMMONWEALTH WHILE WORK IS BEING COMPLETED.
3. REPAIR THE WEST OUTSIDE ARCH RING AND BEARING SEAT.
4. REMOVE TEMPORARY WATER DIVERSION SYSTEM. DISPOSE OF DEBRIS AND WASTE APPROPRIATELY.
5. COMPLETE TYPE I AND TYPE II CONCRETE REPAIRS THROUGHOUT THE DECK.
6. RESEAL THE DECK JOINTS.
7. RESTORE ALL DISTURBED AREAS TO ITS ORIGINAL CONDITION, PLACE TOPSOIL, SEE, MULCH, AND EROSION CONTROL BLANKET AS NECESSARY TO STABILIZE RESORED GROUND.
8. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN-OUT, REPAIR, REPLACEMENT, RE-GRADING, RE-SEEDING, AND RE-MULCHING, MUST BE PERFORMED IMMEDIATELY.
9. AFTER FINAL STABILIZATION HAS BEEN ACHIEVED, EROSION AND SEDIMENT CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF CONTROLS MUST BE STABILIZED BY SEEDING AND MULCHING APPROPRIATELY.

GENERAL NOTES:

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, INVITE ALL CONTRACTORS INVOLVED IN THAT ACTIVITY, THE LANDOWNERS, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE BERKS COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING. BERKS COUNTY CONSERVATION DISTRICT TELEPHONE NUMBER: (610) 372-4657.

PROCEED WITH ALL EARTH DISTURBANCE ACTIVITIES IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWING. DEVIATION FROM THAT SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE BERKS COUNTY CONSERVATION DISTRICT OR BY PA DEP PRIOR TO IMPLEMENTATION.

THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, "EROSION CONTROL RULES AND REGULATIONS", "PROTECTION OF NATURAL RESOURCES", ARTICLE 11, "WATER RESOURCES", AND CHAPTER 102, "EROSION CONTROL".

MINIMIZE ALL EROSION AND AIR/WATER POLLUTION THROUGHOUT CONSTRUCTION OPERATIONS. FOLLOW ALL FEDERAL, STATE, AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT.

IT IS CRUCIAL THAT THE CONTRACTOR STAYS WITHIN THE DESIGNATED CONSTRUCTION AREA AND FOLLOWS PROPER EROSION CONTROL METHODS.

EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE WITHIN THE TRIBUTARY AREAS OF THOSE CONTROLS.

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS. ADDRESS ALL AREAS REQUIRING INTERIM OR FINAL STABILIZATION WITHIN SEVENTY-TWO (72) HOURS OF COMPLETION OF DISTURBANCE.

PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE HANDLED IN A RESPONSIBLE AND TIMELY MANNER.

OBTAIN E&SPC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE BERKS COUNTY CONSERVATION DISTRICT OR PA DEP, AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE. REMOVE AS LITTLE NATURAL VEGETATIVE COVER AS NECESSARY TO ACHIEVE PROPER GRADING. PROTECT EXISTING TREES AND SHRUBS TO ELIMINATE UNNECESSARY DAMAGE.

TOPSOIL AND TREES, INCLUDING ROOTS, SHALL BE REMOVED FROM AREAS PROPOSED FOR GRADING. TOPSOIL SHALL BE STOCKPILED AND TEMPORARILY SEEDING UNTIL AREAS HAVE BEEN GRADED. ONCE THE AREA HAS REACHED FINAL GRADE THE TOPSOIL CAN BE REDISTRIBUTED FOR APPLICATION OF PERMANENT SEEDING. DO NOT OPERATE ANY EQUIPMENT IN THE CREEK.

REMOVE ALL DEBRIS FROM THE CREEK WHICH MAY BE DEPOSITED DURING THE SCHEDULED MAINTENANCE WORK.

GENERAL NOTES (CONTINUED):

ANY COMPOST FILTER SOCKS THAT HAVE BEEN OVERTOPPED OR UNDERMINED SHALL BE REMOVED AND REPLACED WITH A ROCK FILTER IMMEDIATELY. THEY SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL.

ALL SURROUNDING STREETS ARE TO BE KEPT CLEAN OF ALL DROPPINGS AND TRACKINGS.

WHENEVER SEDIMENTATION IS CAUSED BY STRIPPING VEGETATION, REGRADING OR DEVELOPMENT IN GENERAL, IT IS IMPORTANT TO REMOVE SEDIMENT FROM ALL ADJOINING PROPERTIES, SURFACE, DRAINAGE SYSTEMS AND WATER COURSES IMMEDIATELY.

ALL SEEDED AREAS WHICH HAVE BEEN WASHED AWAY WILL BE FILLED, RESEEDED AND REMULCHED IMMEDIATELY.

ENSURE THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL.

ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.

STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.

ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED AND WHICH WILL REMAIN EXPOSED MUST BE STABILIZED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MAY BE STABILIZED IN ACCORDANCE WITH TEMPORARY SEEDING SPECIFICATIONS. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL BE NOT REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH PERMANENT SEEDING SPECIFICATIONS.

DIVERSIONS, CHANNELS, SEDIMENTATION BASINS, SEDIMENT TRAPS, AND STOCKPILES MUST BE STABILIZED IMMEDIATELY.

AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A 100% (PERCENT) VEGETATIVE OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

IF UNFORESEEN CONDITIONS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE COUNTY IN ACCORDANCE WITH PUBLICATION 408, SPECIFICATIONS, SECTION 110.02.

REMEDY UNFORESEEN EROSION CONDITIONS WHICH DEVELOP DURING CONSTRUCTION AND PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUN-OFF AND/OR SEDIMENT DISPLACEMENT. GIVE SPECIAL ATTENTION TO FROZEN SLOPES. HOLD STOCKPILES OF WOOD CHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY EROSION PROBLEMS.

IF FURTHER ASSISTANCE IS NEEDED FOR THE PROPER IMPLEMENTATION OF THIS PLAN CONTACT THE BERKS COUNTY CONSERVATION DISTRICT AT (610) 372-4655.

NO.	DATE	REVISION

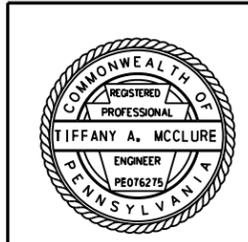
Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

BERKS COUNTY BRIDGE No. 46E

KUTZ MILL ROAD OVER SACONY CREEK
GREENWICH TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

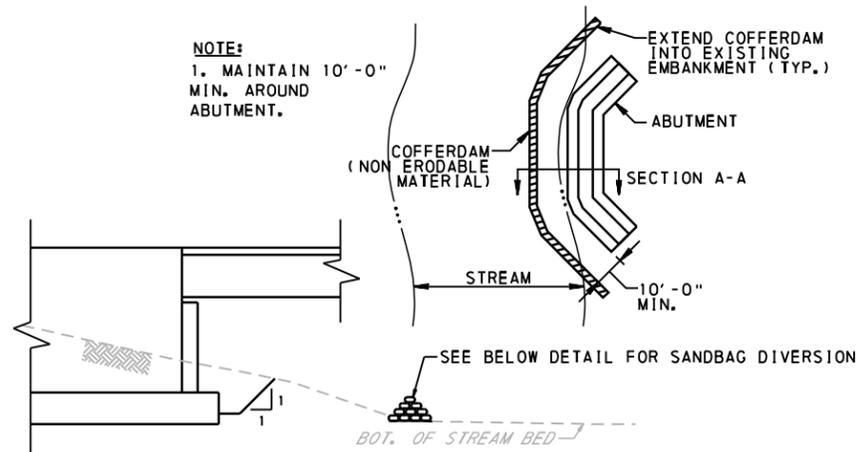
EROSION AND SEDIMENT POLLUTION CONTROL PLANS

JOB NO.: 05368.001	DRWN: MAK	DATE: 6/10/2025
SCALE: N. T. S.	CHKD: TAM	SHEET: 1 OF 4



NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

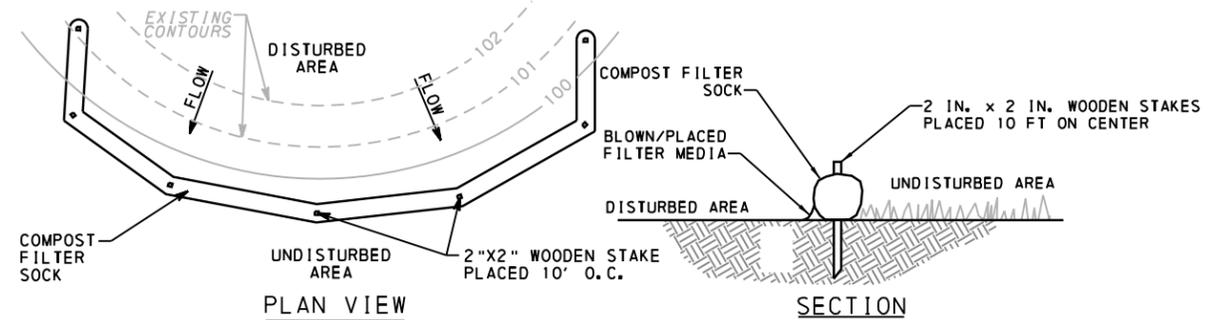
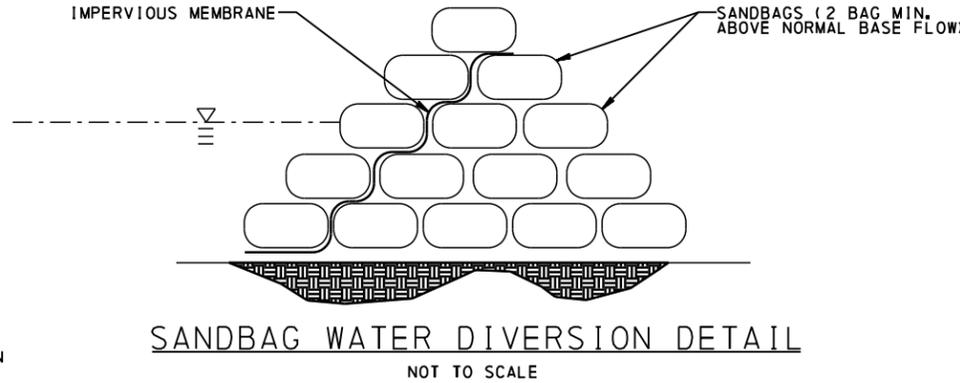
\\NF\Public\Berks County\Guides\Rail 2023-4\Microstation\Plan Set\46E\ES02.dgn 6/10/2025



SECTION A-A
NOT TO SCALE
TEMPORARY WATER DIVERSION SYSTEM

NOTES:

1. INSTALL THE COFFERDAM FOR THE PURPOSE OF EROSION CONTROL WHEN REPAIRING THE EXISTING SUBSTRUCTURE AND PERFORMING REPAIRS.
2. INSTALL THE COFFERDAM FROM UPSTREAM TO DOWNSTREAM.
3. DISPOSE OF ALL EXCAVATED MATERIALS IN AN APPROVED DISPOSAL AREA UNLESS OTHERWISE APPROVED ON THE PLANS.
4. WATER THAT ACCUMULATES BETWEEN THE COFFERDAMS WILL BE PUMPED TO THE SEDIMENT FILTER BAG.

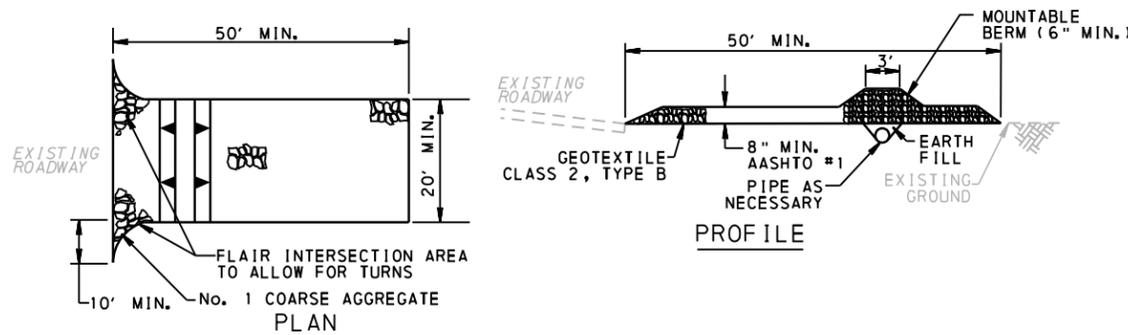


COMPOST FILTER SOCK, 12" DIAMETER

NOT TO SCALE
(ITEM No. 0867-0012)

NOTES:

1. SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
4. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
5. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
6. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.
7. IF COMPOST FILTER SOCKS FAIL, REMOVE FILTER SOCK AND INSTALL HEAVY DUTY SILT BARRIER FENCE.



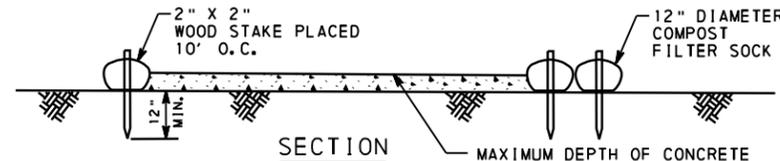
ROCK CONSTRUCTION ENTRANCE

NOT TO SCALE
(ITEM No. 0849-0010)

NOTES:

IF ROCK CONSTRUCTION ENTRANCE IS NEEDED, THE CONTRACTOR IS TO ADHERE TO THE FOLLOWING STANDARD NOTES:

1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
3. MOUNTABLE BERM MUST BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS MUST BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.



SECTION

NOTES:

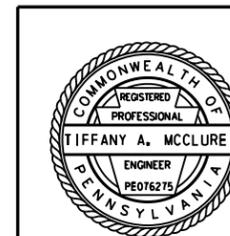
1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE. A SUITABLE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.
2. CONCRETE WASHOUT FACILITIES SHALL BE INSPECTED DAILY. DAMAGED OR LEAKING WASHOUTS SHOULD BE DEACTIVATED AND REPAIRED OR REPLACED IMMEDIATELY.
3. ACCUMULATED MATERIALS SHOULD BE REMOVED WHEN THEY REACH 75% CAPACITY.

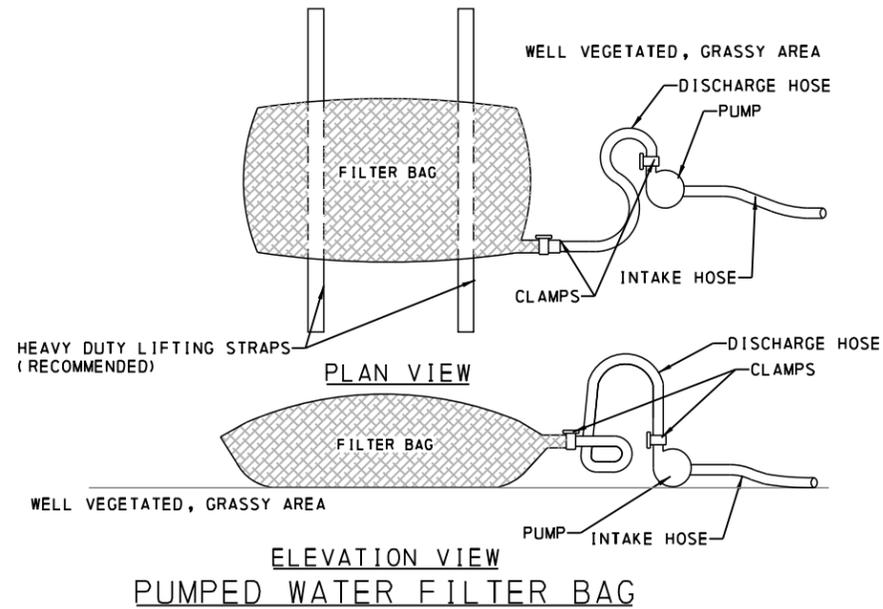
CONCRETE WASHOUT

NOT TO SCALE
(INCIDENTAL TO ALL CONCRETE ITEMS)

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

NO.	DATE	REVISION
		
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT POLLUTION CONTROL PLANS		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	N. T. S.	CHKD: TAM
DATE:	6/10/2025	SHEET: 2 OF 4



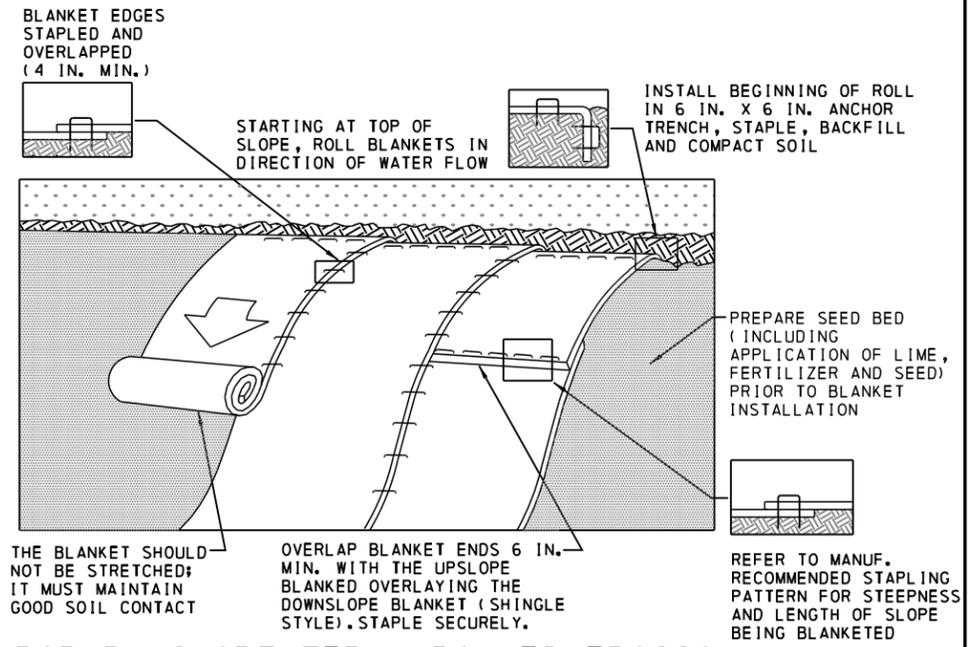


PUMPED WATER FILTER BAG

NOT TO SCALE
(ITEM NO 0855-0003, 0855-0004)

NOTES:

1. LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. WHICH RETAINS ALL SEDIMENT PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL RETAIN SEDIMENT PARTICLES LARGER THAN SIEVE SIZE #80.
2. BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.
3. NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE.
4. THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.
5. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.
6. FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.



TEMPORARY SHORT-TERM, ROLLED EROSION CONTROL PRODUCT 2D

NOT TO SCALE
ITEM NO 0806-0113

NOTES:

1. SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.
2. PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.
3. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLOUDS, STICKS, AND GRASS.
4. BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.
5. THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS.

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

NOTES:

FABRIC SHALL HAVE THE MINIMUM PROPERTIES AS SHOWN IN TABLE 4.3 OF THE PA DEP EROSION CONTROL MANUAL.

FABRIC WIDTH SHALL BE 30 IN. MINIMUM. STAKES SHALL BE HARDWOOD OR EQUIVALENT STEEL (U OR T) STAKES.

SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.

SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.

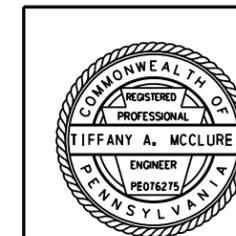
ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET (STANDARD CONSTRUCTION DETAIL # 4-6).

FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY STABILIZED.

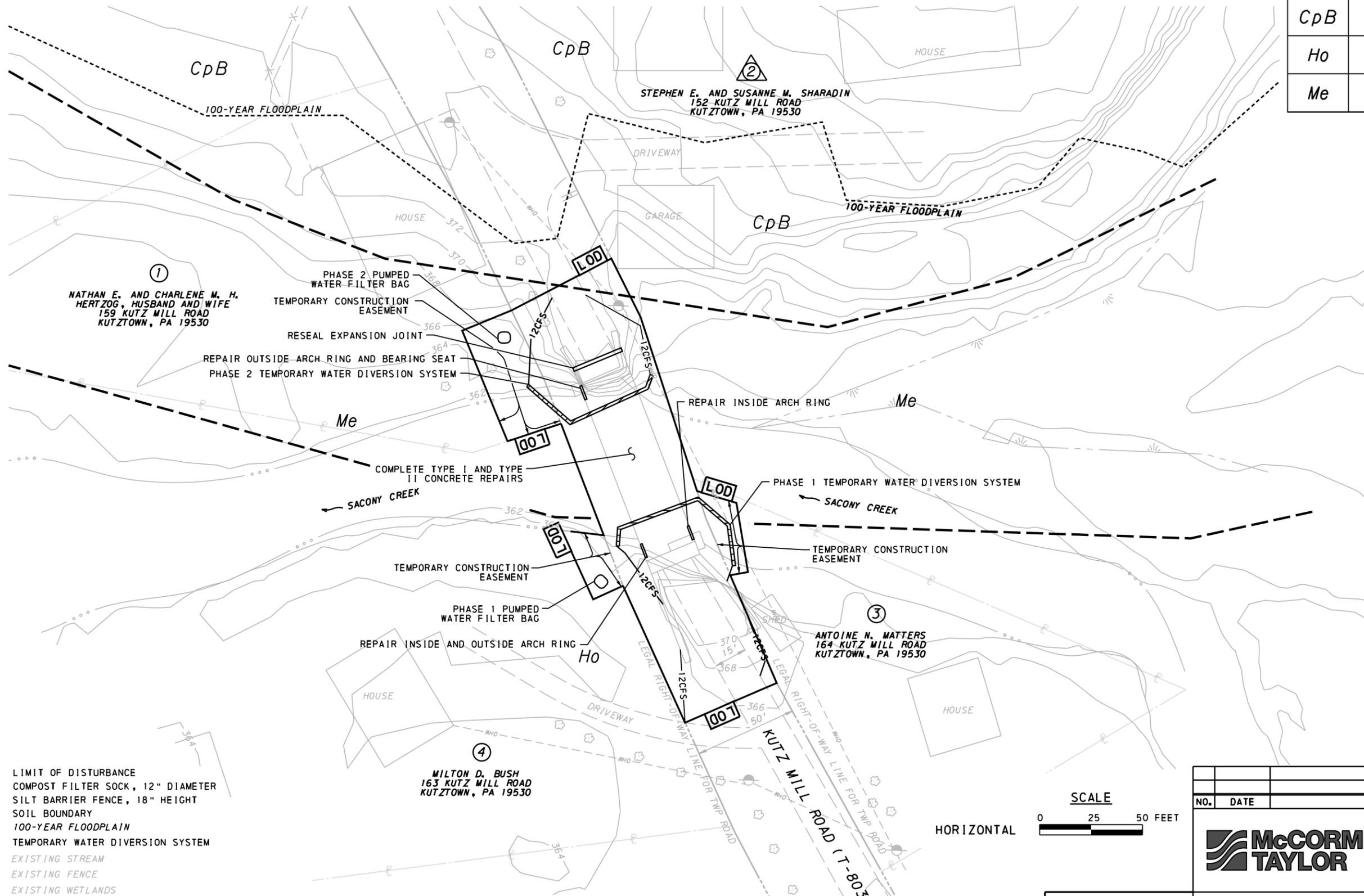
STANDARD SILT FENCE, (18" HIGH)

NOT TO SCALE
(ITEM NO 0865-0001)

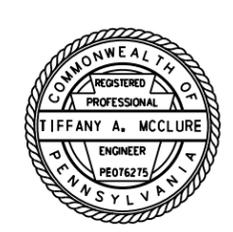
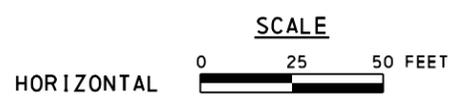
NO.	DATE	REVISION
		
		Eagleview Corporate Center 600 Eagleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT POLLUTION CONTROL PLANS		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	N. T. S.	CHKD: TAM
DATE:	6/10/2025	SHEET: 3 OF 4



LEGEND OF SOIL TYPES	
SYMBOL	NAME
CpB	COMLY SILT LOAM, 3 TO 8 PERCENT SLOPES
Ho	HOLLY SILT LOAM
Me	MIDDLEBURY SILT LOAM



LEGEND	
[LOD]	LIMIT OF DISTURBANCE
[12CFS]	COMPOST FILTER SOCK, 12" DIAMETER
[SF]	SILT BARRIER FENCE, 18" HEIGHT
[---]	SOIL BOUNDARY
[---]	100-YEAR FLOODPLAIN
[Hatched Box]	TEMPORARY WATER DIVERSION SYSTEM
[---]	EXISTING STREAM
[X]	EXISTING FENCE
[---]	EXISTING WETLANDS
[---]	EXISTING CONTOURS
[---]	LEGAL RIGHT-OF-WAY LINE
[---]	PROPERTY LINE
[Tree Symbol]	EXISTING TREE
[Circle]	EXISTING UTILITY POLE
[Circle]	PARCEL IDENTIFICATION NUMBER
[Triangle]	PARCEL IDENTIFICATION NUMBER - NO TAKE



NO.	DATE	REVISION

McCORMICK TAYLOR

Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

BERKS COUNTY BRIDGE No. 46E

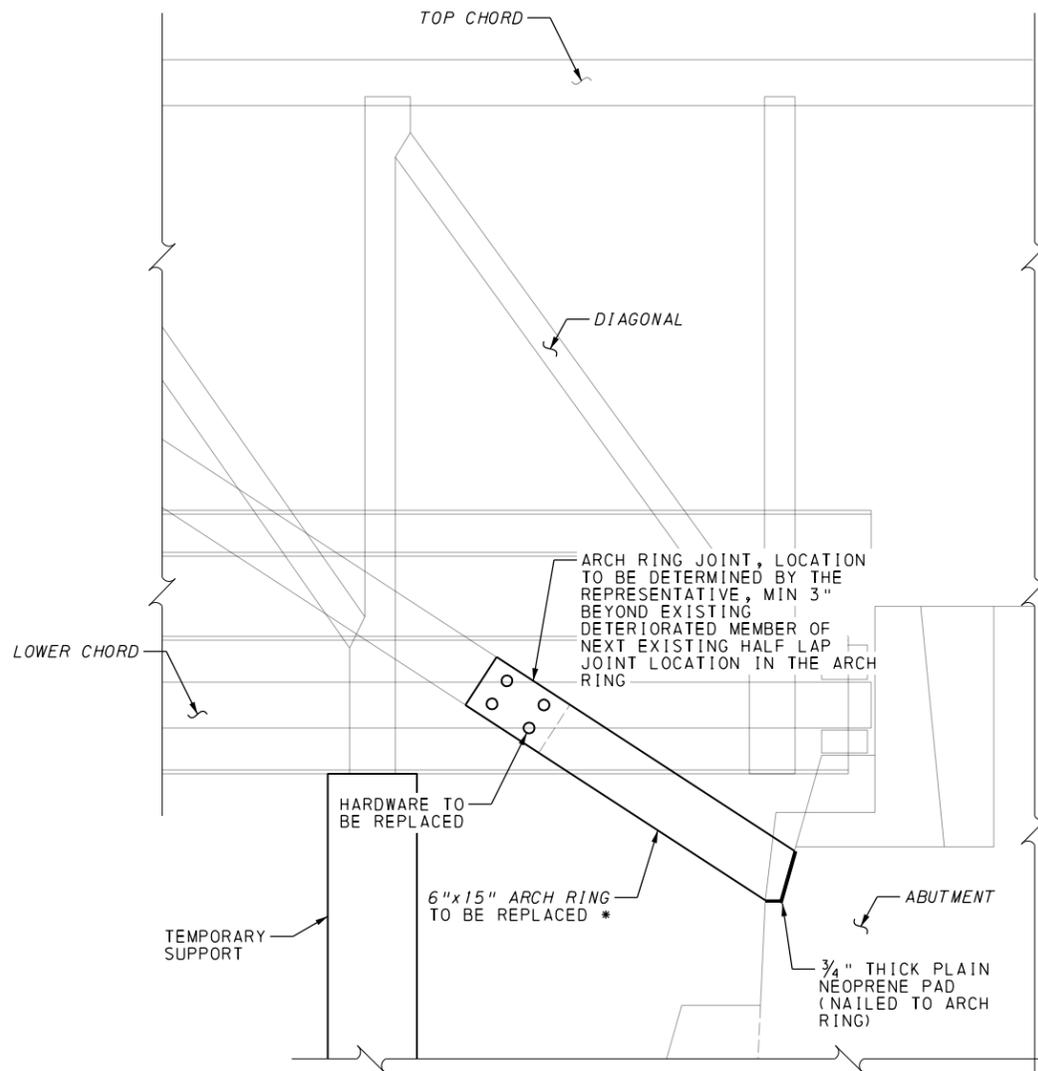
KUTZ MILL ROAD OVER SACONY CREEK
GREENWICH TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

EROSION AND SEDIMENT POLLUTION CONTROL PLANS

JOB NO.: 05368.001	DRWN: MAK	DATE: 6/10/2025
SCALE: AS STATED	CHKD: TAM	SHEET: 4 OF 4

\\EXFES\Public\Berks County\Guide Rail\2023-4\Microstation\Plan Set\46E\ES05.dgn
 6/10/2025

\\gserver1\pub\Berks County\Guide Rail\2023\Microstation\Plan Set\46E\Structure Detail\ISTR01.dgn
3/13/2024



ARCH RING REPLACEMENT DETAIL

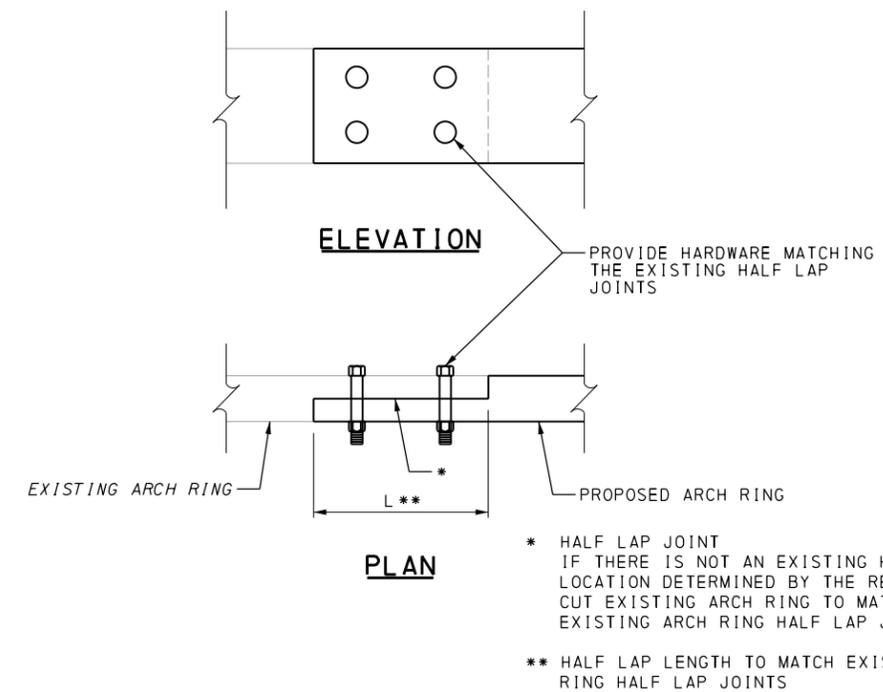


NOTE: CONCRETE SLAB NOT SHOWN FOR CLARITY.

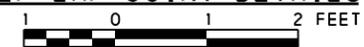
* IT IS ANTICIPATED THAT FOUR TOTAL ARCH RINGS WILL BE REPLACED AT THREE LOCATIONS:

- ONE ARCH RING IN THE SE CORNER
- ONE ARCH RING IN THE NW CORNER
- TWO ARCH RINGS IN THE SW CORNER

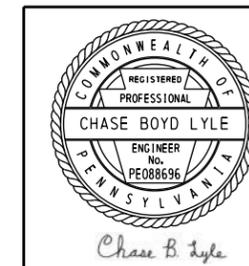
IT WILL BE NECESSARY TO PLACE A TEMPORARY SUPPORT AT THE VERTICAL MEMBER PRIOR TO THE REPLACEMENT OF THE ARCH RINGS. THIS TEMPORARY SUPPORT SHALL BE CAPABLE OF SUPPORTING 60 TONS AND SHALL BE ADJUSTABLE IN HEIGHT BY USING JACKS. DETAILS OF THIS BENT MUST BE APPROVED BY THE ENGINEER PRIOR TO THE START OF THE WORK. TIMBER TRUSS AND TEMPORARY SUPPORT ARE NOT REQUIRED TO CARRY LIVE LOAD.



HALF LAP JOINT DETAILS

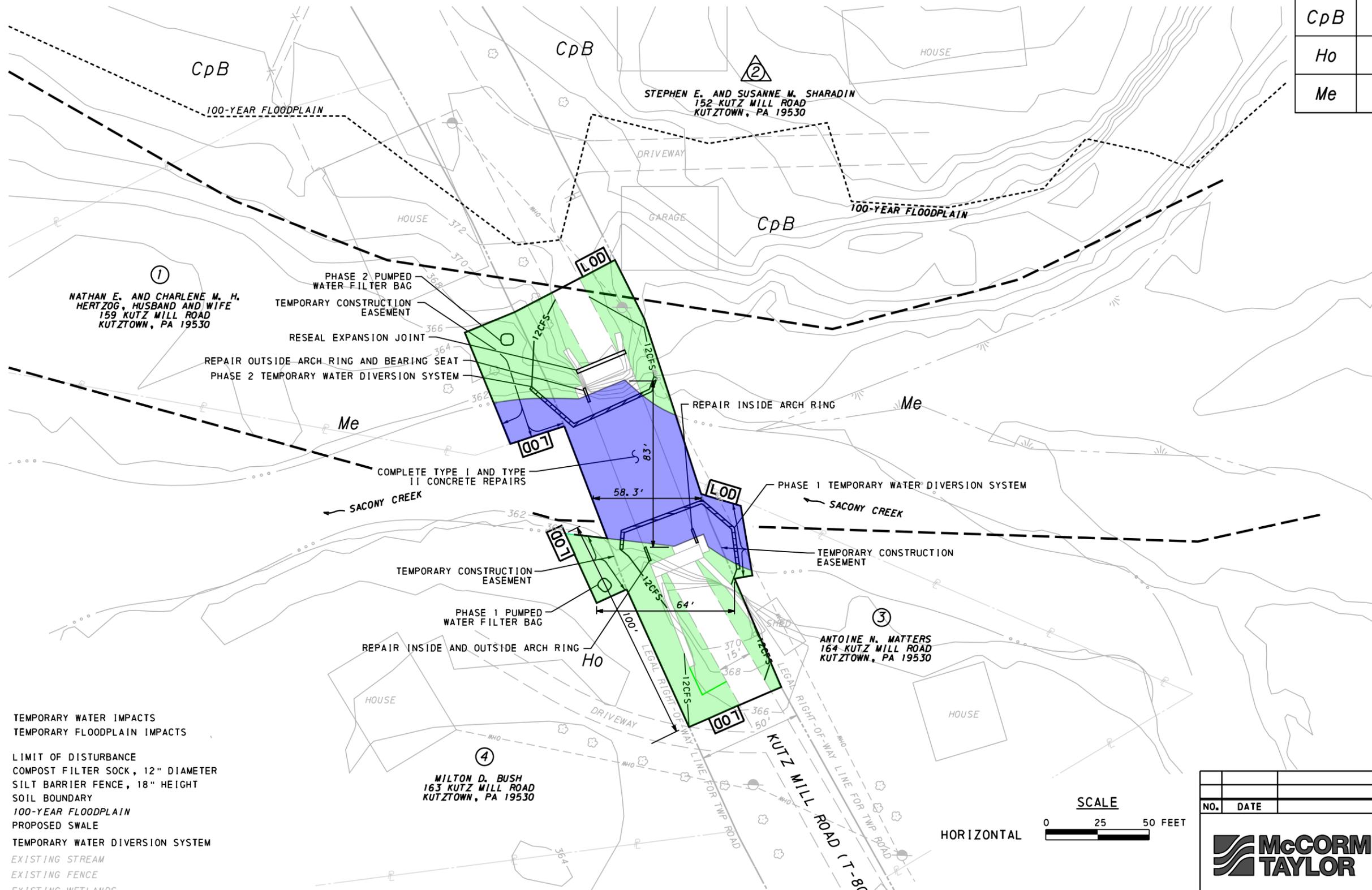


NO.	DATE	REVISION
		
Eagleview Corporate Center 600 Eagleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500		
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
STRUCTURE REPAIR DETAILS		
JOB NO.:	06066.004	DRWN: SMC
SCALE:	AS STATED	CHKD: CBL
DATE:	1/16/2024	
SHEET:	1 OF 1	



Appendix 3- Revised ARIT table and Impact Plan

LEGEND OF SOIL TYPES	
SYMBOL	NAME
CpB	COMLY SILT LOAM, 3 TO 8 PERCENT SLOPES
Ho	HOLLY SILT LOAM
Me	MIDDLEBURY SILT LOAM

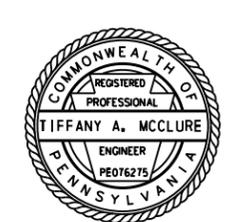
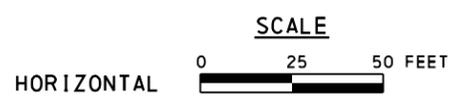


LEGEND	
	TEMPORARY WATER IMPACTS
	TEMPORARY FLOODPLAIN IMPACTS
	LIMIT OF DISTURBANCE
	COMPOST FILTER SOCK, 12" DIAMETER
	SILT BARRIER FENCE, 18" HEIGHT
	SOIL BOUNDARY
	100-YEAR FLOODPLAIN
	PROPOSED SWALE
	TEMPORARY WATER DIVERSION SYSTEM
	EXISTING STREAM
	EXISTING FENCE
	EXISTING WETLANDS
	EXISTING CONTOURS
	LEGAL RIGHT-OF-WAY LINE
	PROPERTY LINE
	EXISTING TREE
	EXISTING UTILITY POLE
	PARCEL IDENTIFICATION NUMBER
	PARCEL IDENTIFICATION NUMBER - NO TAKE

ENVIRONMENTAL IMPACT CALCULATIONS

TYPE:	TEMPORARY (SF)	TEMPORARY (AC)	TEMPORARY (LF)	PERMANENT (SF)	PERMANENT (AC)	PERMANENT (LF)
WATERS	4843.69	0.111	83.0 x 58.3	0.0000	0.000	0.000
100 YEAR FLOODPLAIN	6384.75	0.146	100.0 x 64.0	0.0000	0.000	0.000
WETLANDS	0.0000	0.0000	0.000	0.0000	0.000	0.000

AREA OF DISTURBANCE FOR THIS PROJECT IS 0.32 ACRES



NO.	DATE	REVISION

McCORMICK TAYLOR
 Eaglevew Corporate Center
 600 Eaglevew Boulevard
 2nd Floor
 Exton, PA 19341
 (610) 640-3500

BERKS COUNTY BRIDGE No. 46E
 KUTZ MILL ROAD OVER SACONY CREEK
 GREENWICH TOWNSHIP
 BERKS COUNTY, PENNSYLVANIA

AQUATIC RESOURCE IMPACT MAP

JOB NO.: 05368.001	DRWN: MAK	DATE: 6/17/2025
SCALE: AS STATED	CHKD: TAM	SHEET: 1 OF 1

\\NF\FS\Public\Berks County\Guide Rail\2023-4\Microstation\Plan Set\46E\Impact Map.dgn
 6/17/2025

**Appendix 4- Updated PNDI, PFBC letter and USFWS letter and Negative Phase I
Bog Turtle Habitat Assessment**

1. PROJECT INFORMATION

Project Name: **Berks County Bridge 46E Kutz Mill Maintenance Project**

Date of Review: **2/9/2024 08:03:22 AM**

Project Category: **Transportation, Structures and Bridges, Bridge Preservation, Restoration and/or Rehabilitation**

Project Area: **0.21 acres**

County(s): **Berks**

Township/Municipality(s): **GREENWICH TOWNSHIP**

ZIP Code:

Quadrangle Name(s): **KUTZTOWN**

Watersheds HUC 8: **Schuylkill**

Watersheds HUC 12: **Sacony Creek**

Decimal Degrees: **40.533625, -75.805404**

Degrees Minutes Seconds: **40° 32' 1.495" N, 75° 48' 19.4536" W**

2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	Potential Impact	FURTHER REVIEW IS REQUIRED, See Agency Response
U.S. Fish and Wildlife Service	Potential Impact	FURTHER REVIEW IS REQUIRED, See Agency Response

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate there may be potential impacts to threatened and endangered and/or special concern species and resources within the project area. If the response above indicates "No Further Review Required" no additional communication with the respective agency is required. If the response is "Further Review Required" or "See Agency Response," refer to the appropriate agency comments below. Please see the DEP Information Section of this receipt if a PA Department of Environmental Protection Permit is required.

Berks County Bridge 46E Kutz Mill Maintenance Project

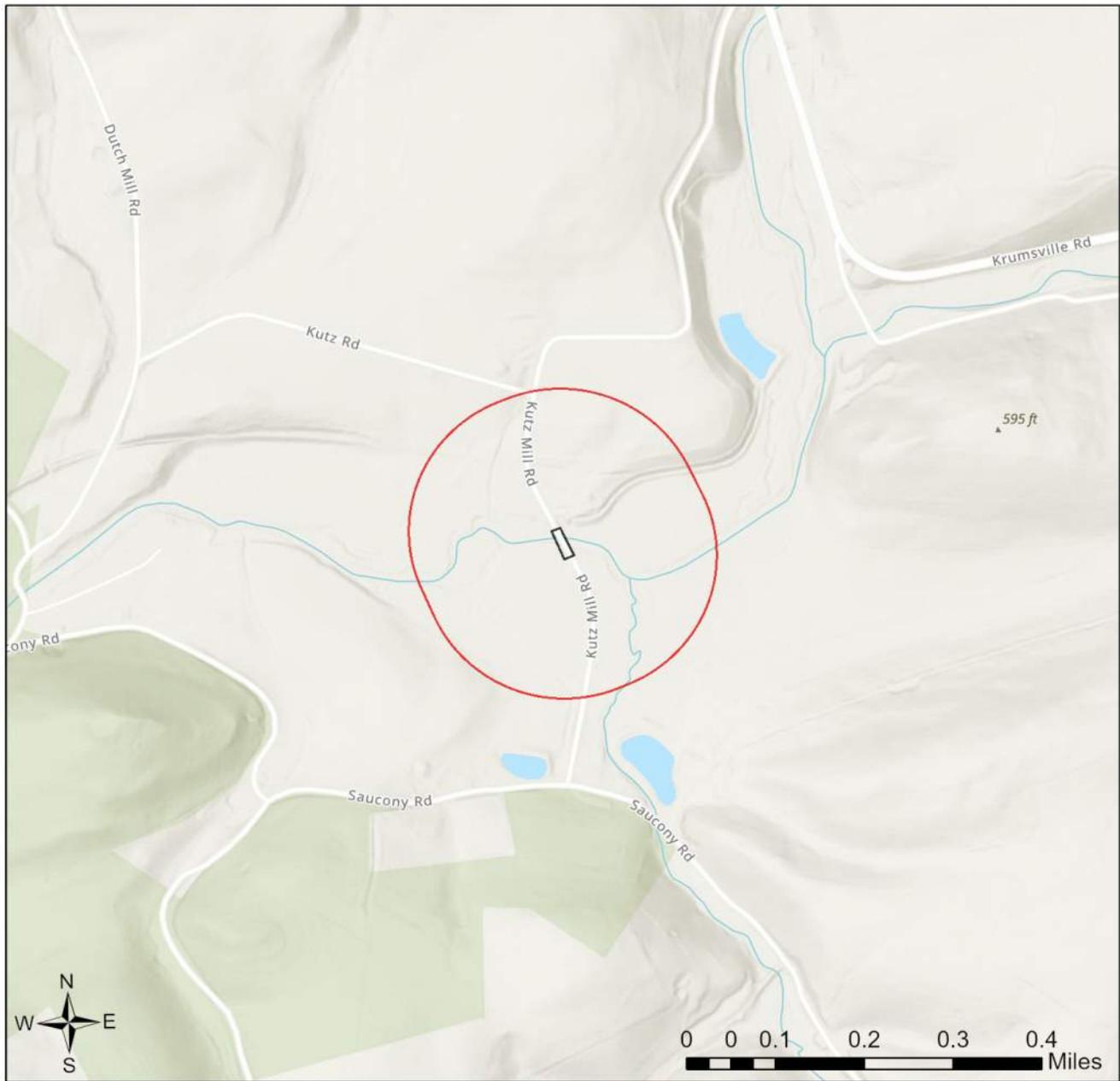


-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Berks County Bridge 46E Kutz Mill Maintenance Project



-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

RESPONSE TO QUESTION(S) ASKED

Q1: Accurately describe what is known about wetland presence in the project area or on the land parcel by selecting ONE of the following. "Project" includes all features of the project (including buildings, roads, utility lines, outfall and intake structures, wells, stormwater retention/detention basins, parking lots, driveways, lawns, etc.), as well as all associated impacts (e.g., temporary staging areas, work areas, temporary road crossings, areas subject to grading or clearing, etc.). Include all areas that will be permanently or temporarily affected -- either directly or indirectly -- by any type of disturbance (e.g., land clearing, grading, tree removal, flooding, etc.). Land parcel = the lot(s) on which some type of project(s) or activity(s) are proposed to occur.

Your answer is: Someone qualified to identify and delineate wetlands (holding a natural resource degree or equivalent work experience) has investigated the site, and determined that wetlands ARE located in or within 300 feet of the project area. (A written report from the wetland specialist, and detailed project maps should document this.)

Q2: Is tree removal, tree cutting or forest clearing necessary to implement all aspects of this project?

Your answer is: No

Q3: How many acres of woodland, forest, forested fencerows and trees will be cut, cleared, removed, disturbed or flooded (inundated) as a result of carrying out all aspects or phases of this project? [Round acreages UP to the nearest acre (e.g., 0.2 acres = 1 acre).]

Your answer is: zero acres

3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Department of Conservation and Natural Resources

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission

RESPONSE:

Further review of this project is necessary to resolve the potential impact(s). Please send project information to this agency for review (see WHAT TO SEND).

PFBC Species: (Note: The Pennsylvania Conservation Explorer tool is a primary screening tool, and a desktop review may reveal more or fewer species than what is listed below.)

Scientific Name	Common Name	Current Status
Sensitive Species**		Threatened

U.S. Fish and Wildlife Service

RESPONSE:

Further review of this project is necessary to resolve the potential impact(s). Please send project information to this agency for review (see WHAT TO SEND).

* Special Concern Species or Resource - Plant or animal species classified as rare, tentatively undetermined or candidate as well as other taxa of conservation concern, significant natural communities, special concern populations (plants or animals) and unique geologic features.

** Sensitive Species - Species identified by the jurisdictional agency as collectible, having economic value, or being susceptible to decline as a result of visitation.

WHAT TO SEND TO JURISDICTIONAL AGENCIES

If project information was requested by one or more of the agencies above, upload* or email the following information to the agency(s) (see AGENCY CONTACT INFORMATION). Instructions for uploading project materials can be found [here](#). This option provides the applicant with the convenience of sending project materials to a single location accessible to all three state agencies (but not USFWS).

*If information was requested by USFWS, applicants must email, or mail, project information to IR1_ESPenn@fws.gov to initiate a review. USFWS will not accept uploaded project materials.

Check-list of Minimum Materials to be submitted:

___ Project narrative with a description of the overall project, the work to be performed, current physical characteristics of the site and acreage to be impacted.

___ A map with the project boundary and/or a basic site plan (particularly showing the relationship of the project to the physical features such as wetlands, streams, ponds, rock outcrops, etc.)

In addition to the materials listed above, USFWS REQUIRES the following

___ **SIGNED** copy of a Final Project Environmental Review Receipt

The inclusion of the following information may expedite the review process.

___ Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction each photo was taken and the date of the photos)

___ Information about the presence and location of wetlands in the project area, and how this was determined (e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans showing the location of all project features, as well as wetlands and streams.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552
Harrisburg, PA 17105-8552
Email: RA-HeritageReview@pa.gov

PA Fish and Boat Commission

Division of Environmental Services
595 E. Rolling Ridge Dr., Bellefonte, PA 16823
Email: RA-FBPACENOTIFY@pa.gov

U.S. Fish and Wildlife Service

Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
Email: IR1_ESPenn@fws.gov
NO Faxes Please

PA Game Commission

Bureau of Wildlife Management
Division of Environmental Review
2001 Elmerton Avenue, Harrisburg, PA 17110-9797
Email: RA-PGC_PNDI@pa.gov
NO Faxes Please

7. PROJECT CONTACT INFORMATION

Name: Christopher Heil
Company/Business Name: McCormick Taylor
Address: 600 Eagleview Blvd, 2nd Floor
City, State, Zip: Exton, PA, 19341
Phone: (484) 252-2840 Fax: ()
Email: cjespersen@mccormicktaylor.com

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.


applicant/project proponent signature

2/12/2024

date

U.S. FISH AND WILDLIFE SERVICE
110 Radnor Road, Suite 101, State College, PA 16801

This responds to your inquiry about a PNDI Internet Database search that resulted in a potential conflict with a federally listed, proposed or candidate species.

PROJECT LOCATION INFORMATIONCounty: BerksTownship: GreenwichUSFWS COMMENTS EMAILED MAILEDTo: Christopher Heil**MISC INFORMATION**Date received by FWS: February 23, 2024Email: cjheil@mccormicktaylor.comAffiliation: McCormick Taylor, Inc.**SPECIFIC PROJECT:** Berks County Bridge 46E Kutz Mill Maintenance Project**FISH AND WILDLIFE SERVICE COMMENT(s):** ***NO EFFECT***

Except for occasional transient species, no federally listed, proposed or candidate species under our jurisdiction are known or likely to exist in the project area. Should project plans change, or if additional information on listed or proposed species becomes available, this determination may be reconsidered.

 NOT LIKELY TO ADVERSELY AFFECT

The federally listed bog turtle, northern long-eared bat, tricolored bat occurs or may occur in or near the project area. However, based on our review of the information provided, including the project description and location (A Phase 1 survey by a Qualified Bog Turtle Surveyor found no presence of potential bog turtle habitat within 300 feet of the proposed bridge maintenance project. No tree cutting or removal is proposed.),

no adverse effects to this species are likely to occur. If there is any change in the location, scale, scope, layout or design of the project, further consultation or coordination with the Service will be necessary.

The above determination is valid for two years from the date of this letter. In addition, this response relates only to federally listed, proposed, and candidate species under our jurisdiction, based on an office review of the proposed project's location and anticipated impacts. No field inspection of the project area has been conducted by this office. *Please reference the above PNDI # and USFWS Project # in any future correspondence regarding this project.*

This review was conducted by the biologist listed below. He/she can be contacted at 814-206-(Extension).

 Pamela Shellenberger (x7459) Melinda Turner (x7449) Nicole Ranalli (x7455) Jennifer Kagel (x7451) Richard Novak (x7477) Sze Wing Yu (x7461)

SIGNATURE:

Supervisor, Pennsylvania Field Office



June 30, 2025

IN REPLY REFER TO
SIR# 59317

McCormick Taylor, Inc.
Heather Martin
1818 Market Street
Philadelphia, Pennsylvania 19103

**RE: Species Impact Review (SIR) – Rare, Candidate, Threatened and Endangered Species
PNDI Search No. 797192_1
Berks County Bridge 46E Kutz Mill Maintenance Project
Greenwich Township: BERKS County**

Dear Heather Martin:

Per my request, you supplied additional information and photographs of the project site. According to the additional information, the project will not impact waterways, wetlands or soils on the project site that are consistent with those known to support the Bog Turtle (*Glyptemys muhlenbergii*) or Northern Red-bellied Cooter (*Pseudemys rubriventris*). Therefore, I do not foresee the proposed project resulting in adverse impacts to the Bog Turtle or Northern Red-bellied Cooter.

This response represents the most up-to-date summary of the PNDI data and our files and is valid for two (2) years from the date of this letter. An absence of recorded species information does not necessarily imply species absence. Our data files and the PNDI system are continuously being updated with species occurrence information. Should project plans change or additional information on listed or proposed species become available, this determination may be reconsidered, and consultation shall be re-initiated.

If you have any questions regarding this review, please contact Kathy Gipe at 814-359-5186 or c-kgipe@pa.gov and refer to the SIR # 59317. Thank you for your cooperation and attention to this important matter of species conservation and habitat protection.

Sincerely,

A handwritten signature in black ink that reads "Christopher A. Urban". The signature is written in a cursive style.

Christopher A. Urban, Chief
Natural Diversity Section

CAU/KDG/dn



315 W. James Street, Suite 205, Lancaster, PA 17603 717-517-5000 Fax 717-517-5004 www.libertyenviro.com

**NEGATIVE PHASE I BOG TURTLE HABITAT ASSESSMENT
COURTESY COPY FOR USFWS RECORDS**

February 12, 2024

US Fish and Wildlife Service
Endangered Species Biologist
110 Radnor Road, Suite 101
State College, Pennsylvania 16801

**Re: Regulated Waters Delineation and Phase I Bog Turtle Habitat Assessment
Kutz Mill Bridge 46E
Greenwich Township, Berks County, Pennsylvania
Liberty Project No. 230662
PNDI Search ID: #797192**

Dear Biologist:

Liberty Environmental, Inc. (Liberty) is pleased to provide this letter report summarizing a Regulated Waters Delineation (RWD) and a Phase I Bog Turtle Habitat Assessment (BTHA) recently completed at the Kutz Mill Bridge 46E project site located at 152 Kutz Mill Road in Greenwich Township, Berks County, Pennsylvania. This work was performed in preparation for a bridge maintenance project. The investigation area is approximately 6.5 acres in size and consists of a forested riparian corridor, residential areas, agricultural areas, two wetlands (Wetlands B and C) and one watercourse (Watercourse A). A Site Location Map is provided as Attachment 1.

METHODOLOGY

The study area was investigated for wetlands and other regulated waters on January 30, 2024, as defined by the *1987 Corps of Engineers Wetland Delineation Manual* (1987 Manual), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Regional Supplement), and subsequent guidance. The 1987 Manual and Regional Supplement are the current Federal delineation manuals used in the Clean Water Act Section 404 regulatory program for the identification and delineation of wetlands. The approach requires positive evidence of hydrophytic vegetation, hydric soils, and wetland hydrology for the determination that an area qualifies as a wetland.

Wetlands and watercourses are regulated within the Commonwealth of Pennsylvania by the United States Army Corps of Engineers (USACE) and the Department of Environmental Protection (DEP). Both USACE and DEP define wetlands as those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

The DEP, in PA Code Title 25 Chapter 87, defines an intermittent watercourse as a body of water flowing

in a channel or bed composed primarily of substrates associated with flowing water, which, during periods of the year, is below the local water table and obtains its flow from both surface runoff and groundwater discharges. Chapter 87 further defines perennial watercourses as a body of water flowing in a channel or bed composed primarily of substrates associated with flowing waters and is capable, in the absence of pollution or other manmade stream disturbances, of supporting a benthic macroinvertebrate community which is composed of two or more recognizable taxonomic groups of organisms that live at least part of their life cycles within or upon available substrates in a body of water or water transport system.

A bog turtle (*Glyptemys muhlenbergii*) habitat screening is required for permit activities which will impact regulated waters within Berks County, one of the 15 counties in Pennsylvania known to support populations of bog turtles. A Pennsylvania Natural Diversity Inventory (PNDI) search on October 12, 2023 (Project Search ID: #797192) indicated a federally listed species of concern may be present within the project area. The PNDI Project Environmental Review Receipt is provided as Attachment 2. The investigation area was evaluated for potential bog turtle habitat on January 30, 2024, in accordance with the United States Fish and Wildlife Service *Guidelines for Bog Turtle Surveys for the Northern Population Range*, revised April 2020. The approach requires positive evidence of bog turtle habitat, which include suitable hydrology, suitable soils, and suitable vegetation.

FIELD OBSERVATIONS

The investigation area consists of an approximate 6.5-acre area located in Greenwich Township, Berks County, Pennsylvania. The investigation area contained two wetlands (Wetlands A and B) and one watercourse (Watercourse A). A Regulated Waters Location Map is provided as Attachment 3. Photographs of the investigation area are included as Attachment 4. Regulated Wetland Delineation Data Forms are included as Attachment 5. Phase I Bog Turtle Habitat Survey Data forms are included as Attachment 6. The United States Department of Agriculture's (USDA) Natural Resource Conservation Series (NRCS) WebSoil Survey Information, which was used as a reference to cross-verify observed soil types, is provided as Attachment 7. The resume for the site investigator is provided as Attachment 8. Waters within the investigation area drain to Sacony Creek which is listed within the PA DEP Chapter 93 *Water Quality Standards* for protection of Trout Stocking Fish and Migratory Fish (TSF, MF).

Watercourse A (Sacony Creek) is a high flow perennial channel that enters the investigation area from the southeast and flows out of the investigation area to the west. Watercourse A was flagged along the south bank with 12 flags (C-A1 at bridge to C-A6 open and C-A101 at bridge to C-A106 open) and on the north bank with six flags (C-A201 at bridge to C-A206 open and C-A301 at bridge to C-A306 open). Watercourse A is approximately one to four feet deep and 50 to 70 feet wide with a cobble and boulder substrate.

Wetland B is a palustrine emergent (PEM) and palustrine scrub/shrub (PSS) wetland greater than one acre in size and located in the northeastern portion of the investigation area. Wetland B was delineated with seven flags (W-B1 open joins C-A203 to W-B7 open). Vegetation within Wetland B consists of reed canary grass (*Phalaris arundinacea*, FACW). Soils within Wetland B are dark grayish brown (10YR 4/2) sandy loam with yellowish brown (10YR 5/8) mottles from zero to 18 inches. Indicators of hydrology within Wetland B include oxidized rhizospheres on living roots, sparsely vegetated concave surface, and drainage patterns. Hydrology is provided to Wetland B from groundwater and surface water. **Bog turtle habitat is not present within Wetland B due to the absence of the appropriate soils and hydrology associated with the species.**



Wetland C was not delineated due to its location outside of the 100-foot RWD investigation area. However, it is located within 300 feet of the project area, therefore a bog turtle habitat assessment was performed within Wetland C. The vegetation within Wetland C consists of tall buttercup (*Ranunculus acris*), lamp rush (*Juncus effusus*), bladder sedge (*Carex intumescens*), and rambler rose (*Rosa multiflora*). The soil within Wetland C consists of firm silt loam with no organic muck present. Hydrology is provided to Wetland C from surface water. No moving or standing water was observed within Wetland C. **Bog turtle habitat is not present within Wetland C due to the absence of the appropriate soils and hydrology associated with the species.**

CONCLUSIONS

Liberty Environmental, Inc. investigated for regulated waters within the approximate 6.5-acre area located at the Kutz Mill Bridge 46E project site in Greenwich Township, Berks County, Pennsylvania. One wetland (Wetland B) and one watercourse (Watercourse A) were delineated within the investigation area as defined by the *1987 Corps of Engineers Wetland Delineation Manual* (1987 Manual) and subsequent guidance. One wetland (Wetland C) was located outside of the regulated wetland delineation boundary and was examined for the presence of bog turtle habitat. **Bog turtle habitat is not present on the site due to the absence of the appropriate soils, and hydrology associated with the species.**

We are providing this Regulated Waters Delineation and Phase I Bog Turtle Habitat Assessment Report for the Kutz Mill Bridge 46E site for your records. If you have any questions regarding this report, please feel free to contact us at (717) 517-5000, extension 2220.

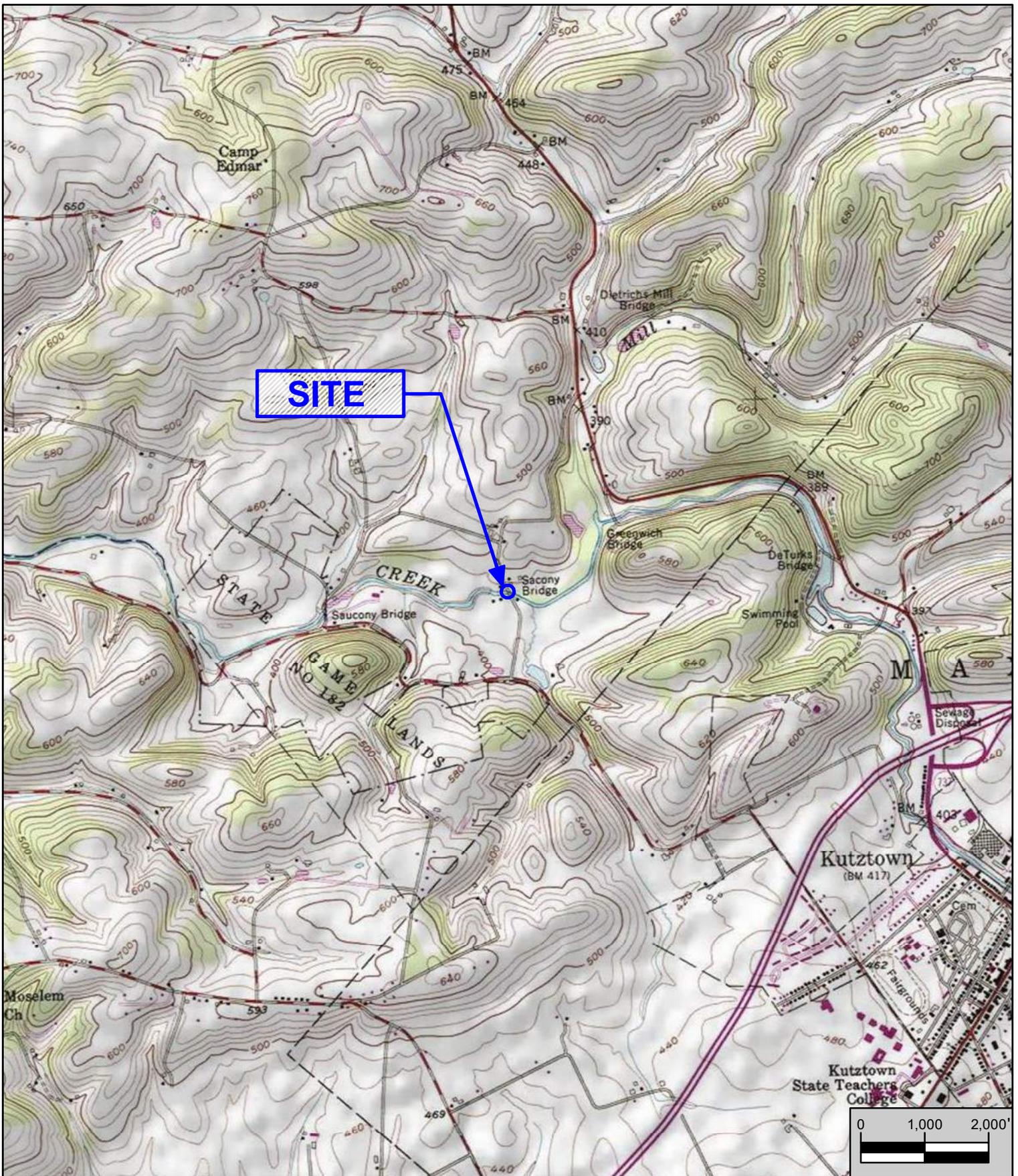
Sincerely,

Liberty Environmental, Inc.

Teresa M. Amitrone
Project Manager
Qualified Bog Turtle Surveyor

- Attachment 1: Site Location Map*
- Attachment 2: PNDI Search Receipt*
- Attachment 3: Regulated Waters Location Map*
- Attachment 4: Site Photographic Log*
- Attachment 5: Regulated Wetland Delineation Data Forms*
- Attachment 6: Phase I Bog Turtle Habitat Survey Data Forms*
- Attachment 7: WebSoil Survey Information*
- Attachment 8: Investigator Resume*

**ATTACHMENT 1
SITE LOCATION MAP**



315 West James Street,
 Suite 205
 Lancaster, PA 17603
 Phone: 717-517-5000
 Fax: 717-517-5004
 www.libertyenviro.com



ATTACHMENT 1 - SITE LOCATION MAP		
KUTZ MILL BRIDGE 46E RWD & PH I BTHA		
GREENWICH TOWNSHIP, BERKS COUNTY, PENNSYLVANIA		
PROJECT NO. 230662	REV: 0	PREPARED BY: JRY
DATE: FEBRUARY 2, 2024	SCALE: 1" = 2,000'	APPROVED BY: TMA

**ATTACHMENT 2
PNDI SEARCH RECEIPT**

1. PROJECT INFORMATION

Project Name: **Berks County Bridge 46E Kutz Mill Maintenance Project**

Date of Review: **2/9/2024 08:03:22 AM**

Project Category: **Transportation, Structures and Bridges, Bridge Preservation, Restoration and/or Rehabilitation**

Project Area: **0.21 acres**

County(s): **Berks**

Township/Municipality(s): **GREENWICH TOWNSHIP**

ZIP Code:

Quadrangle Name(s): **KUTZTOWN**

Watersheds HUC 8: **Schuylkill**

Watersheds HUC 12: **Sacony Creek**

Decimal Degrees: **40.533625, -75.805404**

Degrees Minutes Seconds: **40° 32' 1.495" N, 75° 48' 19.4536" W**

2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	Potential Impact	FURTHER REVIEW IS REQUIRED, See Agency Response
U.S. Fish and Wildlife Service	Potential Impact	FURTHER REVIEW IS REQUIRED, See Agency Response

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate there may be potential impacts to threatened and endangered and/or special concern species and resources within the project area. If the response above indicates "No Further Review Required" no additional communication with the respective agency is required. If the response is "Further Review Required" or "See Agency Response," refer to the appropriate agency comments below. Please see the DEP Information Section of this receipt if a PA Department of Environmental Protection Permit is required.

Berks County Bridge 46E Kutz Mill Maintenance Project

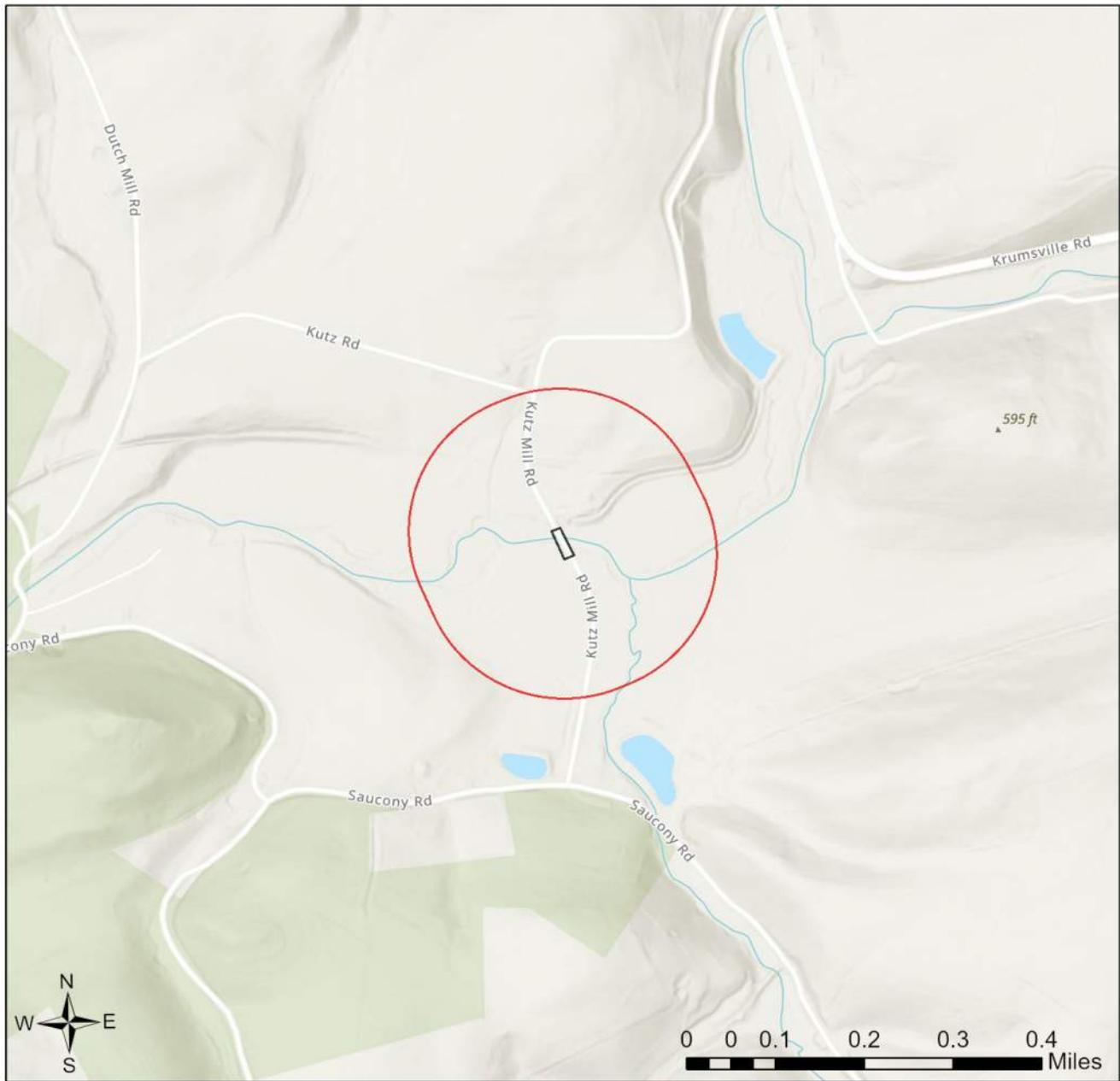


-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Berks County Bridge 46E Kutz Mill Maintenance Project



-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

RESPONSE TO QUESTION(S) ASKED

Q1: Accurately describe what is known about wetland presence in the project area or on the land parcel by selecting ONE of the following. "Project" includes all features of the project (including buildings, roads, utility lines, outfall and intake structures, wells, stormwater retention/detention basins, parking lots, driveways, lawns, etc.), as well as all associated impacts (e.g., temporary staging areas, work areas, temporary road crossings, areas subject to grading or clearing, etc.). Include all areas that will be permanently or temporarily affected -- either directly or indirectly -- by any type of disturbance (e.g., land clearing, grading, tree removal, flooding, etc.). Land parcel = the lot(s) on which some type of project(s) or activity(s) are proposed to occur.

Your answer is: Someone qualified to identify and delineate wetlands (holding a natural resource degree or equivalent work experience) has investigated the site, and determined that wetlands ARE located in or within 300 feet of the project area. (A written report from the wetland specialist, and detailed project maps should document this.)

Q2: Is tree removal, tree cutting or forest clearing necessary to implement all aspects of this project?

Your answer is: No

Q3: How many acres of woodland, forest, forested fencerows and trees will be cut, cleared, removed, disturbed or flooded (inundated) as a result of carrying out all aspects or phases of this project? [Round acreages UP to the nearest acre (e.g., 0.2 acres = 1 acre).]

Your answer is: zero acres

3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Department of Conservation and Natural Resources

RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission

RESPONSE:

Further review of this project is necessary to resolve the potential impact(s). Please send project information to this agency for review (see WHAT TO SEND).

PFBC Species: (Note: The Pennsylvania Conservation Explorer tool is a primary screening tool, and a desktop review may reveal more or fewer species than what is listed below.)

Scientific Name	Common Name	Current Status
Sensitive Species**		Threatened

U.S. Fish and Wildlife Service

RESPONSE:

Further review of this project is necessary to resolve the potential impact(s). Please send project information to this agency for review (see WHAT TO SEND).

* Special Concern Species or Resource - Plant or animal species classified as rare, tentatively undetermined or candidate as well as other taxa of conservation concern, significant natural communities, special concern populations (plants or animals) and unique geologic features.

** Sensitive Species - Species identified by the jurisdictional agency as collectible, having economic value, or being susceptible to decline as a result of visitation.

WHAT TO SEND TO JURISDICTIONAL AGENCIES

If project information was requested by one or more of the agencies above, upload* or email the following information to the agency(s) (see AGENCY CONTACT INFORMATION). Instructions for uploading project materials can be found [here](#). This option provides the applicant with the convenience of sending project materials to a single location accessible to all three state agencies (but not USFWS).

*If information was requested by USFWS, applicants must email, or mail, project information to IR1_ESPenn@fws.gov to initiate a review. USFWS will not accept uploaded project materials.

Check-list of Minimum Materials to be submitted:

___ Project narrative with a description of the overall project, the work to be performed, current physical characteristics of the site and acreage to be impacted.

___ A map with the project boundary and/or a basic site plan (particularly showing the relationship of the project to the physical features such as wetlands, streams, ponds, rock outcrops, etc.)

In addition to the materials listed above, USFWS REQUIRES the following

___ **SIGNED** copy of a Final Project Environmental Review Receipt

The inclusion of the following information may expedite the review process.

___ Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction each photo was taken and the date of the photos)

___ Information about the presence and location of wetlands in the project area, and how this was determined (e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans showing the location of all project features, as well as wetlands and streams.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552
Harrisburg, PA 17105-8552
Email: RA-HeritageReview@pa.gov

PA Fish and Boat Commission

Division of Environmental Services
595 E. Rolling Ridge Dr., Bellefonte, PA 16823
Email: RA-FBPACENOTIFY@pa.gov

U.S. Fish and Wildlife Service

Pennsylvania Field Office
Endangered Species Section
110 Radnor Rd; Suite 101
State College, PA 16801
Email: IR1_ESPenn@fws.gov
NO Faxes Please

PA Game Commission

Bureau of Wildlife Management
Division of Environmental Review
2001 Elmerton Avenue, Harrisburg, PA 17110-9797
Email: RA-PGC_PNDI@pa.gov
NO Faxes Please

7. PROJECT CONTACT INFORMATION

Name: Christopher Heil
Company/Business Name: McCormick Taylor
Address: 600 Eagleview Blvd, 2nd Floor
City, State, Zip: Exton, PA, 19341
Phone: (484) 252-2840 Fax: ()
Email: cjespersen@mccormicktaylor.com

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.


applicant/project proponent signature

2/12/2024

date

**ATTACHMENT 3
REGULATED WATERS LOCATION MAP**

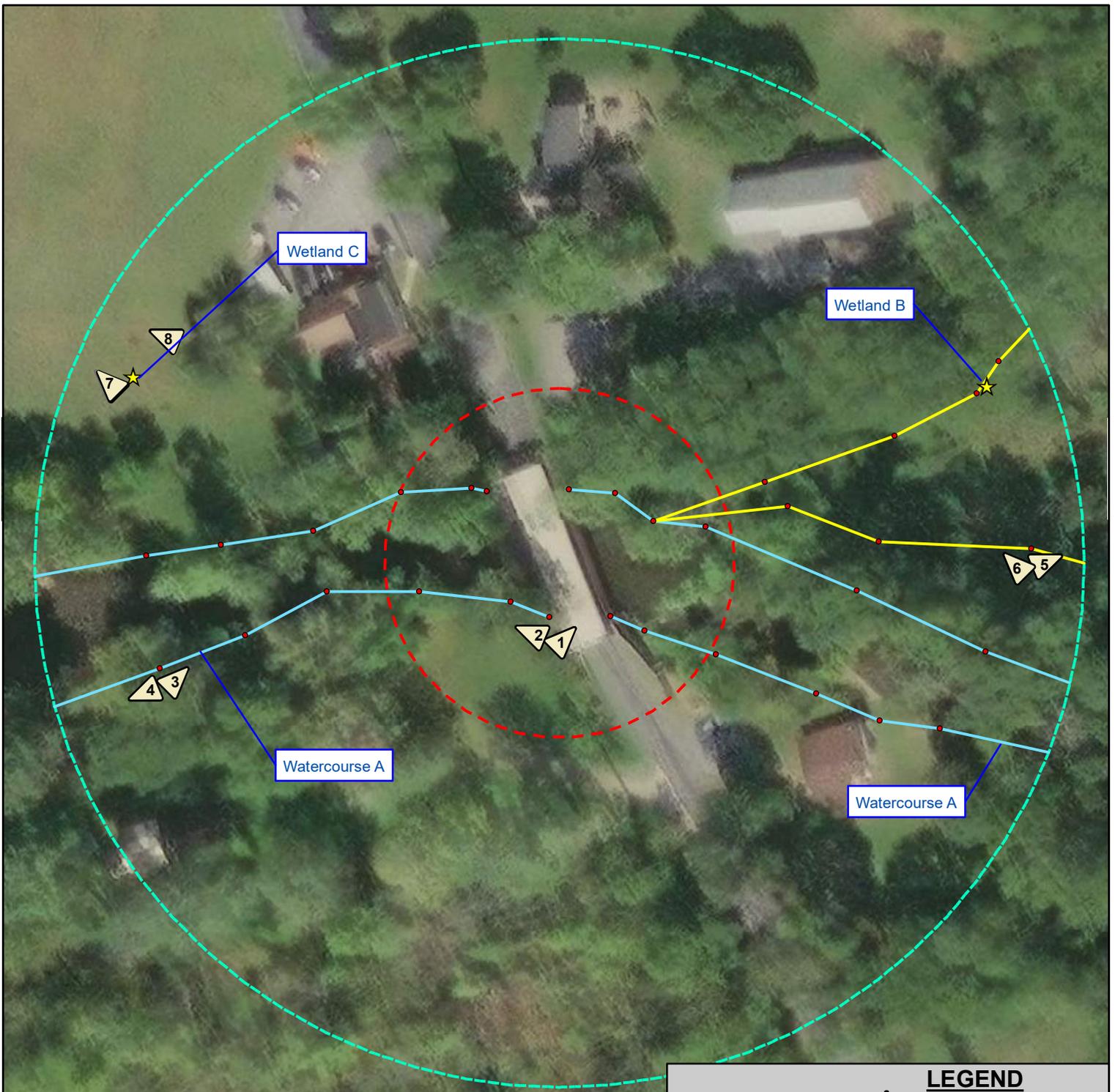


IMAGE SOURCE: ESRI, MICROSOFT. PHOTO DATE: SEPTEMBER 17, 2022.

LEGEND

- Photo Location
- Delineation Flag
- Wetland Point
- Wetland
- Watercourse
- RWD LOS (100')
- PH I BTHA LOS (300')

<p style="font-size: small; margin-top: 10px;">315 West James Street, Suite 205 Lancaster, PA 17603 Phone: 717-517-5000 Fax: 717-517-5004 www.libertyenviro.com</p>	<p>ATTACHMENT 3 - PRELIMINARY REGULATED WATERS LOCATION MAP</p> <p>KUTZ MILL BRIDGE 46E RWD & PH I BTHA</p> <p>GREENWICH TOWNSHIP, BERKS COUNTY, PENNSYLVANIA</p>		
	PROJECT NO. 230662	REV: 0	PREPARED BY: JRY
	DATE: FEBRUARY 2, 2024	SCALE: 1" = 80'	APPROVED BY: TMA

**ATTACHMENT 4
SITE PHOTOGRAPHIC LOG**



PHOTOGRAPHIC LOG

Client Name: Berks County Facilities and Operations		Site Location: Greenwich Township, Berks County, Pennsylvania	Project No. 230662
Photo No. 1	Date: 1-30-24		
Direction Photo Taken: Northeast			
Description: View of Watercourse A from C-A1 at bridge.			

Photo No. 2	Date: 1-30-24	
Direction Photo Taken: West-northwest		
Description: View of Watercourse A from C-A1 at bridge.		



PHOTOGRAPHIC LOG

Client Name: Berks County Facilities and Operations		Site Location: Greenwich Township, Berks County, Pennsylvania	Project No. 230662
Photo No. 3	Date: 1-30-24		
Direction Photo Taken: Northeast			
Description: View of Watercourse A from C-A6 open.			

Photo No. 4	Date: 1-30-24		
Direction Photo Taken: West-southwest			
Description: View of Watercourse A from C-A6 open.			



PHOTOGRAPHIC LOG

Client Name: Berks County Facilities and Operations		Site Location: Greenwich Township, Berks County, Pennsylvania	Project No. 230662
Photo No. 5	Date: 1-30-24		
Direction Photo Taken: East-northeast			
Description: View of Wetland B from W-B1.			

Photo No. 6	Date: 1-30-24		
Direction Photo Taken: Northwest			
Description: View of Wetland B from W-B1.			



PHOTOGRAPHIC LOG

Client Name: Berks County Facilities and Operations		Site Location: Greenwich Township, Berks County, Pennsylvania	Project No. 230662
Photo No. 7	Date: 1-30-24		
Direction Photo Taken: Northwest			
Description: View of Wetland C from the southeast corner of the wetland.			

Photo No. 8	Date: 1-30-24		
Direction Photo Taken: West-northwest			
Description: View of Wetland C from the southeast corner of the wetland.			

ATTACHMENT 5
REGULATED WETLAND DELINEATION DATA FORMS

Project/Site: Kutz Mill Bridge City/County: Berks County Sampling Date: 1-30-24
 Applicant/Owner: Berks County Facilities and Operations State: PA Sampling Point: SP-1
 Investigator(s): Teresa Amtrone & Olivia Welker Section, Township, Range: Tinicum Township
 Landform (hillside, terrace, etc.): Terrace Local relief (concave, convex, none): Concave Slope (%): 0-8
 Subregion (LRR or MLRA): LRR S, MLRA 148 Lat: 40.53395 Long: -75.80547 Datum: NAD 83
 Soil Map Unit Name: Middlebury silt loam (Me) NWI classification: PEM, PSS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Remarks:	

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input checked="" type="checkbox"/> Surface Water (A1) <input type="checkbox"/> True Aquatic Plants (B14) <input checked="" type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Saturation (A3) <input checked="" type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Other (Explain in Remarks) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Water-Stained Leaves (B9) <input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Surface Soil Cracks (B6) <input checked="" type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input checked="" type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> Microtopographic Relief (D4) <input checked="" type="checkbox"/> FAC-Neutral Test (D5)

Field Observations: Surface Water Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>2</u> Water Table Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>0</u> Saturation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>0</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION (Four Strata) – Use scientific names of plants.

Sampling Point: SP-1

Tree Stratum (Plot size: <u>25</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
	_____ = Total Cover		
50% of total cover: _____	20% of total cover: _____		

Sapling/Shrub Stratum (Plot size: <u>15</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Cornus sericea</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>
2. <u>Rosa multiflora</u>	<u>5</u>	<u>Yes</u>	<u>FACU</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
	<u>10</u> = Total Cover		
50% of total cover: <u>5</u>	20% of total cover: <u>2</u>		

Herb Stratum (Plot size: <u>5</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Phalaris arundinacea</u>	<u>80</u>	<u>Yes</u>	<u>FACW</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
	<u>80</u> = Total Cover		
50% of total cover: <u>40</u>	20% of total cover: <u>16</u>		

Woody Vine Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
	_____ = Total Cover		
50% of total cover: _____	20% of total cover: _____		

Remarks: (Include photo numbers here or on a separate sheet.)

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>0</u>	x 1 = <u>0</u>
FACW species <u>85</u>	x 2 = <u>170</u>
FAC species <u>0</u>	x 3 = <u>0</u>
FACU species <u>5</u>	x 4 = <u>20</u>
UPL species <u>0</u>	x 5 = <u>0</u>
Column Totals: <u>90</u> (A)	<u>190</u> (B)
Prevalence Index = B/A = <u>2.11</u>	

Hydrophytic Vegetation Indicators:

 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0¹

 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

 Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Four Vegetation Strata:

Tree – Woody plants, excluding vines, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/Shrub – Woody plants, excluding vines, less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody Vine – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes X No

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: SP-1

Tree Stratum (Plot size: _____)

	Absolute % Cover	Dominant Species?	Indicator Status
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
_____ = Total Cover			
50% of total cover: _____ 20% of total cover: _____			

Sapling Stratum (Plot size: _____)

	Absolute % Cover	Dominant Species?	Indicator Status
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
_____ = Total Cover			
50% of total cover: _____ 20% of total cover: _____			

Shrub Stratum (Plot size: _____)

	Absolute % Cover	Dominant Species?	Indicator Status
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
_____ = Total Cover			
50% of total cover: _____ 20% of total cover: _____			

Herb Stratum (Plot size: _____)

	Absolute % Cover	Dominant Species?	Indicator Status
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
_____ = Total Cover			
50% of total cover: _____ 20% of total cover: _____			

Woody Vine Stratum (Plot size: _____)

	Absolute % Cover	Dominant Species?	Indicator Status
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
_____ = Total Cover			
50% of total cover: _____ 20% of total cover: _____			

Remarks: (Include photo numbers here or on a separate sheet.)

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: _____ (A)

Total Number of Dominant Species Across All Strata: _____ (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species _____	x 1 = _____
FACW species _____	x 2 = _____
FAC species _____	x 3 = _____
FACU species _____	x 4 = _____
UPL species _____	x 5 = _____
Column Totals: _____	(A) _____ (B) _____
Prevalence Index = B/A = _____	

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation

____ 2 - Dominance Test is >50%

____ 3 - Prevalence Index is ≤3.0¹

____ 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

____ Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Five Vegetation Strata:

Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH).

Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH.

Shrub - Woody Plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height.

Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.

Woody Vine – All woody vines, regardless of height.

Hydrophytic Vegetation Present? Yes _____ No _____

SOIL

Sampling Point: SP-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-18	10YR 4/2	90	10YR 5/8	10	C	M	Sandy	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10) **(LRR N)**
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)

- Polyvalue Below Surface (S8) **(MLRA 147, 148)**
- Thin Dark Surface (S9) **(MLRA 147, 148)**
- Loamy Mucky Mineral (F1) **(MLRA 136)**
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Iron-Manganese Masses (F12) **(LRR N, MLRA 136)**
- Umbric Surface (F13) **(MLRA 122, 136)**
- Piedmont Floodplain Soils (F19) **(MLRA 148)**
- Red Parent Material (F21) **(MLRA 127, 147, 148)**

Indicators for Problematic Hydric Soils³:

- 2 cm Muck (A10) **(MLRA 147)**
- Coast Prairie Redox (A16) **(MLRA 147, 148)**
- Piedmont Floodplain Soils (F19) **(MLRA 136, 147)**
- Red Parent Material (F21) **(outside MLRA 127, 147, 148)**
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

**ATTACHMENT 6
PHASE I BOG TURTLE HABITAT
SURVEY DATA FORMS**

Phase 1 Bog Turtle Habitat Survey Data Form for the Northern Population Range
(Revised April 29, 2020) Please do not edit document.

Wetland ID: B
PNDI # (for PA): 797192

General Info

Property/Project Name Kutz Mill Bridge
Coordinates 40.53395, -75.80457 Project Type Bridge maintenance
Entity Requesting Phase 1 Survey Berks County
County/Township/Municipality Greenwich Twp., Berks Co. PA
Lead Surveyor Teresa Amatore Affiliation Liberty Environmental
Other Assistants Present Olivia Welker

Date/Condition

Date of Survey 1-30-24 Time In 10:45 Time Out 11:30 Air Temp. 39(F)°C
Last Precipitation < 24 hours 1-7 days > 1 week unknown Drought conditions? Yes No Unknown
Drought Index*1 (Circle): none D0 D1 D2 D3 D4 Wetland Photos Taken Yes No (Provide photo location map)
Notes (e.g., details about drought, flood, abnormally dry, and/or snow/ice conditions, and any other seasonal conditions observed):

Wetland Info

Wetland Size _____ acres, if known # Wetlands w/in Project Area² 2
Estimate wetland size (acres) < 0.1 0.1 - 0.5 0.5 - 1 1 - 2 2 - 4 5+ 10+
Estimate % Canopy Cover*3 0% ≤ 5 6-20 21-40 41-60 > 60
Hydrology and Soils (check all that apply): use additional pages to further discuss pertinent general wetland information
 Springs/Seeps Springhouse Trib/Stream Pond Stormwater Iron Bacteria Watercress
 Water Visible on Surface Evidence of Flooding Yes No If yes, (Seasonal Flooding⁴ Routine Flooding⁵)
 Rivulets (____ inches deep) Subsurface Tunnel/Rivulets Tire Ruts (____ inches deep)
 Small Puddles/Depressions 2-4 inches deep Saturated soils present? If yes, year-round? Likely Unlikely Unk
 Yes No Are there any signs of disturbance to hydrology (e.g., drainage ditches, tile drainages, berms, culverts, fill material, ponds, roads, beaver activity)?

Estimate time period (in years) of disturbance*: ≤ 5 6-10 11-20 > 20

For ditches that may be present, is there bog turtle habitat? If yes, describe:

¹ (*) Denotes reference to the Supplemental Information document that provides more details on this particular question.
² Each wetland must have a separate Phase 1 habitat assessment data form completed.
³ Determine percent cover of abundant species for the wetland, not by wetland type. Abundant species are those that are most prominent in the wetland and have the highest percent of coverage compared to other species.
⁴ Seasonal flooding in wetlands/streams can occur as a result of spring snow melt/heavy rain that increases water levels in these systems.
⁵ Routine flooding refers to tidally-influenced wetland/stream systems or the occurrence of normal rain patterns throughout the year.

Wetland ID: B

 Yes No Are there any signs of disturbance to vegetation (e.g., mowing, pasturing, burning)? If yes, describe:

Wetland Info

Rate (scale of 1-4) level of vegetation disturbance* (Circle): 1. Light to moderate grazing or mowing 2. No grazing, mowing, burning observed⁶ 3. Moderate to high grazing or mowing 4. Mowing occurs during bog turtle active season

Soil types present*: sandy loam

How much suitable habitat is in this wetland? Estimate acreage or percentage: 0 - this wetland floods frequently

Wetland Type	% of Total Wetland	% of Wetland Type w/Muck	Avg. Muck Depth	Max. Muck Depth
PEM Portion of Wetland:	<u>80</u>	<u>10</u>	<u>2</u> in.	<u>4</u> in.
PSS Portion of Wetland:	<u>20</u>	<u>10</u>	<u>2</u> in.	<u>4</u> in.
PFO Portion of Wetland:	_____	_____	_____ in.	_____ in.
POW/PUB Portion of Wetland:	_____	_____	_____ in.	_____ in.

CIRCLE all vegetation* from list below that is dominant (≥ 20% for each wetland type listed above) and add other species you observe that are not listed in table in the "notes" space provided below or in the extra table cells.

Wetland Type/Vegetation

Alder Spp. <i>Alnus</i> spp.	Common Reed <i>Phragmites australis</i>	Jewelweed <i>Impatiens capensis</i>	Rice Cutgrass <i>Leersia oryzoides</i>	Spicebush <i>Lindera benzoin</i>	Willow spp. <i>Salix</i> spp.
Alder-leaved Buckthorn <i>Rhamnus alnifolia</i>	<u>Dogwood Spp. <i>Cornus</i> spp.</u>	Mile-A-Minute <i>Persicaria perfoliata</i>	Rough-leaved Goldenrod <i>Solidago patula</i>	Spike-Rush <i>Eleocharis palustris</i>	Woolly-fruited Sedge <i>Carex lasiocarpa</i>
American Elm <i>Ulmus americana</i>	Duck Potato <i>Sagittaria latifolia</i>	<u>Multiflora Rose <i>Rosa multiflora</i></u>	Sensitive Fern <i>Onoclea sensibilis</i>	Swamp Rose <i>Rosa palustris</i>	Woolly Bulrush or Woolgrass <i>Scirpus cyperinus</i>
Arrowhead <i>Sagittaria latifolia</i>	Eastern Red Cedar <i>Juniperus virginiana</i>	Poison Sumac <i>Toxicodendron vernix</i>	Shrubby Cinquefoil <i>Dasiphora fruticosa</i>	Sweetflag <i>Acorus calamus</i>	Yellow-Green Sedge <i>Cyperus esculentus</i>
Carpetgrass <i>Axonopus fissifolius</i>	Eastern Tamarack <i>Larix laricina</i>	Porcupine Sedge <i>Carex hystericina</i>	Skunk Cabbage <i>Symplocarpus foetidus</i>	Tearthumb Spp. <i>Polygonum</i> spp.	
Cattail <i>Typha</i> spp.	Grass-of-Parnassus <i>Parnassia glauca</i>	Purple Loosestrife <i>Lythrum salicaria</i>	Smooth Sawgrass <i>Cladium mariscoides</i>	Tussock Sedge <i>Carex stricta</i>	
Cinnamon Fern <i>Osmundastrum cinnamomeum</i>	Inland sedge <i>Carex interior</i>	Red Maple <i>Acer rubrum</i>	Soft Rush or Common Rush <i>Juncus effusus</i>	Viburnum Spp. <i>Viburnum</i> spp.	
Common Boneset <i>Eupatorium perfoliatum</i>	Japanese Stiltgrass <i>Microstegium vimineum</i>	<u>Reed Canary Grass <i>Phalaris arundinacea</i></u>	Sphagnum Moss <i>Sphagnum</i> spp.	White turtlehead <i>Chelone glabra</i>	

Notes on additional plant species (e.g., sedge, rush, grass, shrub, tree species):

⁶ No grazing, mowing, or burning is given a "2" rank as this is considered more harmful to bog turtle wetlands than Rank 1 (light to moderate grazing or mowing). Light to moderate habitat management is beneficial to suppressing succession of native and non-native plant species.

Wetland ID: B

Describe surrounding landscape (e.g., wetlands, forest, subdivision, agricultural field, fallow field, etc.):

Forested riparian corridor, light residential areas, and agricultural fields

Landscape Info

How much of this wetland is located off-site (i.e., outside the property boundaries or right-of-way)?

None of it - the entire wetland is within the property boundaries
 Some of it - Acres or 40% of the wetland appears to be located off-site

If part of this wetland continues off-site, how much of the off-site portion was surveyed (on foot)?

None of it All of it Part of it (2 acres or % of the off-site portion)

Is there potential bog turtle habitat within 300 feet*? Yes No Unk Habitat off-site? Yes No Unk

If yes, how did you conclude this?

Species

Were any bog turtles observed? Yes No If yes, how many?
Other herps observed? Yes No If yes, which ones?

*Note that you must be permitted by the state you are conducting the survey in to handle bog turtles.

*Report bog turtle observations to your local FWS Field Office and state wildlife office within 48 hrs.

Lead Surveyor Opinion

- Yes No Unsure The hydrology criterion for bog turtle habitat is met.
- Yes No Unsure The soils criterion for bog turtle habitat is met.
- Yes No Unsure The vegetation criterion for bog turtle habitat is met.
- Yes No Unsure This wetland HAS potential bog turtle habitat (fair to good quality).
- Yes No Unsure This wetland HAS potential bog turtle habitat (low to very low quality).
- This wetland does NOT have potential bog turtle habitat. UNSURE if suitable habitat is present.

Notes (How did you reach this opinion?): Wetland B floods frequently. It is located within the immediate ~~flood plain~~ floodplain of Sacony Creek

Lead Surveyor - please sign below certifying to the best of your knowledge that all of the information provided herein is accurate and complete.

Print Name Teresa Amitrone Signature Teresa M. Amitrone

Date 1-30-24

Contact Information tamitrone@libertyenviro.com

important Please include all Phase 1 data forms in a final Phase 1 bog turtle habitat assessment report (see Attachment 3 in Guidelines for Bog Turtle Surveys for checklist) and submit to your local state wildlife agency and U.S. Fish and Wildlife Service Field Office (see Attachment 1 in Guidelines for Bog Turtle Surveys).

Phase 1 Bog Turtle Habitat Survey Data Form for the Northern Population Range

Wetland ID: _____

B

(Revised April 29, 2020)

Additional space for notes, color photos, or maps/sketch of wetland (or attach printed map with each wetland type carefully outlined; include all wetland types [PEM, PSS, PFO, POW/PUB], streams/ditches, north arrow, property/project borders, and areas of core bog turtle habitat. Include **color photos** for each wetland assessed and separate Phase 1 data forms for each when submitting to agencies, as well as any reptile and amphibian species you encounter, if possible.

see attached report

Phase 1 Bog Turtle Habitat Survey Data Form for the Northern Population Range

(Revised April 29, 2020) Please do not edit document.

Wetland ID: C

PNDI # (for PA): 797192

General Info

Property/Project Name Kurtz Mill Bridge

Coordinates 40.53390, -75.80641 Project Type Bridge maintenance

Entity Requesting Phase 1 Survey Berks County

County/Township/Municipality Greenwich Twp, Berks Co., PA

Lead Surveyor Teresa Amitone Affiliation Liberty Environmental

Other Assistants Present Olivia Welker

Date/Condition

Date of Survey 1-30-24 Time In 13:30 Time Out 14:00 Air Temp. 40 (F)°C

Last Precipitation < 24 hours 1-7 days > 1 week unknown Drought conditions? Yes No Unknown

Drought Index*1 (Circle): (none) D0 D1 D2 D3 D4 Wetland Photos Taken Yes No (Provide photo location map)

Notes (e.g., details about drought, flood, abnormally dry, and/or snow/ice conditions, and any other seasonal conditions observed):

Wetland Info

Wetland Size _____ acres, if known # Wetlands w/in Project Area² 2

Estimate wetland size (acres) < 0.1 0.1 - 0.5 0.5 - 1 1 - 2 2 - 4 5+ 10+

Estimate % Canopy Cover*3 0% ≤ 5 6-20 21-40 41-60 > 60

Hydrology and Soils (check all that apply): use additional pages to further discuss pertinent general wetland information

Springs/Seeps Springhouse Trib/Stream Pond Stormwater Iron Bacteria Watercress

Water Visible on Surface Evidence of Flooding Yes No If yes, (Seasonal Flooding⁴ Routine Flooding⁵)

Rivulets (____ inches deep) Subsurface Tunnel/Rivulets Tire Ruts (____ inches deep)

Small Puddles/Depressions (____ inches deep) Saturated soils present? If yes, year-round? Likely Unlikely Unk

Yes No Are there any signs of disturbance to hydrology (e.g., drainage ditches, tile drainages, berms, culverts, fill material, ponds, roads, beaver activity)?

Estimate time period (in years) of disturbance*: ≤ 5 6-10 11-20 > 20

For ditches that may be present, is there bog turtle habitat? If yes, describe:

¹ (*) Denotes reference to the Supplemental Information document that provides more details on this particular question.

² Each wetland must have a separate Phase 1 habitat assessment data form completed.

³ Determine percent cover of abundant species for the wetland, not by wetland type. Abundant species are those that are most prominent in the wetland and have the highest percent of coverage compared to other species.

⁴ Seasonal flooding in wetlands/streams can occur as a result of spring snow melt/heavy rain that increases water levels in these systems.

⁵ Routine flooding refers to tidally-influenced wetland/stream systems or the occurrence of normal rain patterns throughout the year.

Wetland ID: e

Yes No Are there any signs of disturbance to vegetation (e.g., mowing, pasturing, burning)? If yes, describe:

Pasturing + possible mowing

Wetland Info

Rate (scale of 1-4) level of vegetation disturbance* (Circle): 1. Light to moderate grazing or mowing 2. No grazing, mowing, burning observed⁶ 3. Moderate to high grazing or mowing (4) Mowing occurs during bog turtle active season

Soil types present*: Silt loam

How much suitable habitat is in this wetland? Estimate acreage or percentage: 0

Wetland Type	% of Total Wetland	% of Wetland Type w/Muck	Avg. Muck Depth	Max. Muck Depth
PEM Portion of Wetland:	<u>98%</u>	<u>0</u>	_____ in.	_____ in.
PSS Portion of Wetland:	<u>2%</u>	<u>0</u>	_____ in.	_____ in.
PFO Portion of Wetland:	_____	_____	_____ in.	_____ in.
POW/PUB Portion of Wetland:	_____	_____	_____ in.	_____ in.

CIRCLE all vegetation* from list below that is dominant (≥ 20% for each wetland type listed above) and add other species you observe that are not listed in table in the "notes" space provided below or in the extra table cells.

Wetland Type/Vegetation

Alder Spp. <i>Alnus</i> spp.	Common Reed <i>Phragmites australis</i>	Jewelweed <i>Impatiens capensis</i>	Rice Cutgrass <i>Leersia oryzoides</i>	Spicebush <i>Lindera benzoin</i>	Willow spp. <i>Salix</i> spp.
Alder-leaved Buckthorn <i>Rhamnus alnifolia</i>	Dogwood Spp. <i>Cornus</i> spp.	Mile-A-Minute <i>Persicaria perfoliata</i>	Rough-leaved Goldenrod <i>Solidago patula</i>	Spike-Rush <i>Eleocharis palustris</i>	Woolly-fruited Sedge <i>Carex lasiocarpa</i>
American Elm <i>Ulmus americana</i>	Duck Potato <i>Sagittaria latifolia</i>	Multiflora Rose <i>Rosa multiflora</i>	Sensitive Fern <i>Onoclea sensibilis</i>	Swamp Rose <i>Rosa palustris</i>	Woolly Bulrush or Woolgrass <i>Scirpus cyperinus</i>
Arrowhead <i>Sagittaria latifolia</i>	Eastern Red Cedar <i>Juniperus virginiana</i>	Polson Sumac <i>Toxicodendron vernix</i>	Shrubby Cinquefoil <i>Dasiphora fruticosa</i>	Sweetflag <i>Acorus calamus</i>	Yellow-Green Sedge <i>Cyperus esculentus</i>
Carpetgrass <i>Axonopus fissifolius</i>	Eastern Tamarack <i>Larix laricina</i>	Porcupine Sedge <i>Carex hystericina</i>	Skunk Cabbage <i>Symplocarpus foetidus</i>	Tearthumb Spp. <i>Polygonum</i> spp.	
Cattail <i>Typha</i> spp.	Grass-of-Parnassus <i>Parnassia glauca</i>	Purple Loosestrife <i>Lythrum salicaria</i>	Smooth Sawgrass <i>Cladium mariscoides</i>	Tussock Sedge <i>Carex stricta</i>	
Cinnamon Fern <i>Osmundastrum cinnamomeum</i>	Inland sedge <i>Carex interior</i>	Red Maple <i>Acer rubrum</i>	<u>Soft Rush or Common Rush</u> <i>Juncus effusus</i>	Viburnum Spp. <i>Viburnum</i> spp.	
Common Boneset <i>Eupatorium perfoliatum</i>	Japanese Stiltgrass <i>Microstegium vimineum</i>	Reed Canary Grass <i>Phalaris arundinacea</i>	Sphagnum Moss <i>Sphagnum</i> spp.	White turtlehead <i>Chelone glabra</i>	

Notes on additional plant species (e.g., sedge, rush, grass, shrub, tree species):

Tall buttercup - 60%

⁶ No grazing, mowing, or burning is given a "2" rank as this is considered more harmful to bog turtle wetlands than Rank 1 (light to moderate grazing or mowing). Light to moderate habitat management is beneficial to suppressing succession of native and non-native plant species.

Wetland ID: C

Describe surrounding landscape (e.g., wetlands, forest, subdivision, agricultural field, fallow field, etc.):

Forested riparian corridor, light residential area, and agricultural fields. Wetland C is located in a fenced-in pasture

Landscape Info

How much of this wetland is located **off-site** (i.e., outside the property boundaries or right-of-way)?

- None of it – the entire wetland is within the property boundaries
- Some of it – _____ Acres or _____% of the wetland appears to be located off-site

If part of this wetland continues off-site, how much of the **off-site portion** was surveyed (on foot)?

- None of it
- All of it
- Part of it (_____ acres or _____% of the off-site portion)

Is there potential bog turtle habitat **within 300 feet***? Yes No Unk Habitat off-site? Yes No Unk

If yes, how did you conclude this?

Species

Were any bog turtles observed? Yes No If yes, how many? _____
Other herps observed? Yes No If yes, which ones?

*Note that you must be permitted by the state you are conducting the survey in to handle bog turtles.
*Report bog turtle observations to your local FWS Field Office and state wildlife office within 48 hrs.

- Yes No Unsure The **hydrology** criterion for bog turtle habitat is met.
- Yes No Unsure The **soils** criterion for bog turtle habitat is met.
- Yes No Unsure The **vegetation** criterion for bog turtle habitat is met.
- Yes No Unsure This wetland **HAS** potential bog turtle habitat (fair to good quality).
- Yes No Unsure This wetland **HAS** potential bog turtle habitat (low to very low quality).
- This wetland does **NOT** have potential bog turtle habitat. **UNSURE** if suitable habitat is present.

Lead Surveyor Opinion

Notes (How did you reach this opinion?): Wetland C does not contain the hydrology or soils associated with wetlands known to support populations of bog turtles

Lead Surveyor – please sign below certifying to the best of your knowledge that all of the information provided herein is accurate and complete.

Print Name Teresa Amitrone Signature [Signature]

Date 1-30-24

Contact Information tamitrone@libertyenviro.com

****Important**** Please include all Phase 1 data forms in a final Phase 1 bog turtle habitat assessment report (see Attachment 3 in *Guidelines for Bog Turtle Surveys* for checklist) and submit to your local state wildlife agency and U.S. Fish and Wildlife Service Field Office (see Attachment 1 in *Guidelines for Bog Turtle Surveys*).

Phase 1 Bog Turtle Habitat Survey Data Form for the Northern Population Range

Wetland ID: _____

C

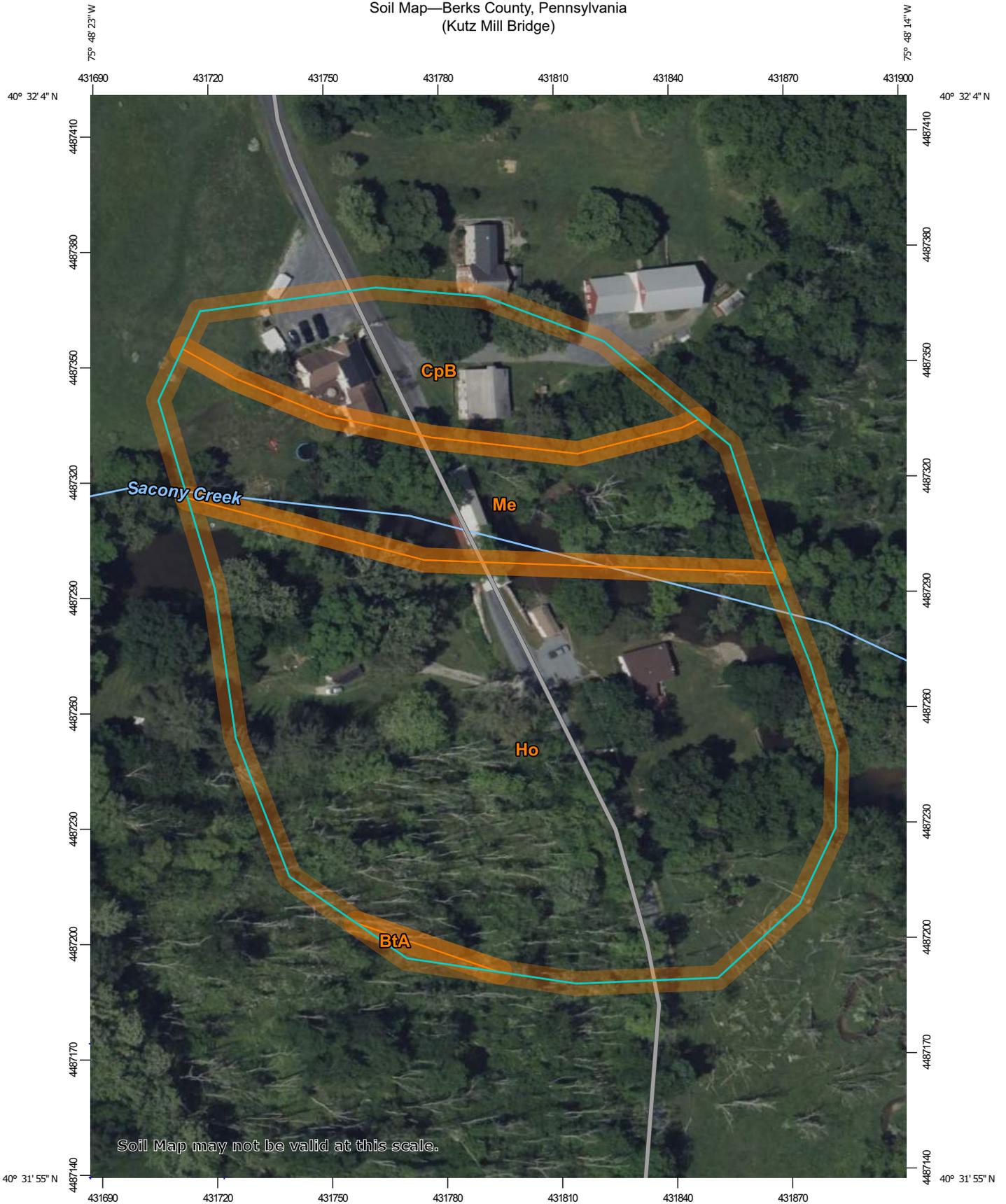
(Revised April 29, 2020)

Additional space for notes, color photos, or maps/sketch of wetland (or attach printed map with each wetland type carefully outlined; include all wetland types [PEM, PSS, PFO, POW/PUB], streams/ditches, north arrow, property/project borders, and areas of core bog turtle habitat. Include **color photos** for each wetland assessed and separate Phase 1 data forms for each when submitting to agencies, as well as any reptile and amphibian species you encounter, if possible.

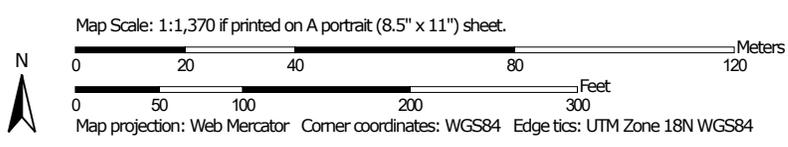
see attached report.

ATTACHMENT 7
WEBSOIL SURVEY INFORMATION

Soil Map—Berks County, Pennsylvania
(Kutz Mill Bridge)



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Berks County, Pennsylvania

Survey Area Data: Version 21, Sep 4, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 3, 2022—Jul 20, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BtA	Brinkerton-Comly silt loams, 0 to 3 percent slopes	0.0	0.4%
CpB	Comly silt loam, 3 to 8 percent slopes	0.9	15.2%
Ho	Holly silt loam	3.8	63.8%
Me	Middlebury silt loam	1.2	20.6%
Totals for Area of Interest		6.0	100.0%

Berks County, Pennsylvania

Me—Middlebury silt loam

Map Unit Setting

National map unit symbol: 172p
Elevation: 130 to 1,950 feet
Mean annual precipitation: 30 to 40 inches
Mean annual air temperature: 45 to 54 degrees F
Frost-free period: 120 to 187 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Middlebury and similar soils: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Middlebury

Setting

Landform: Flood plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave, linear
Across-slope shape: Linear, concave
Parent material: Post glacial alluvium derived from sandstone and shale

Typical profile

Ap - 0 to 8 inches: silt loam
Bw - 8 to 26 inches: silt loam
C - 26 to 63 inches: stratified sand to gravelly sandy loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: 60 to 99 inches to lithic bedrock
Drainage class: Moderately well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 6 to 24 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: B/D

Ecological site: F147XY009PA - Loamy Mixed Floodplain,
F148XY029PA - Moist, High Base-Saturation, Riparian Zone,
Ecotonal Meadow-Shrub-Forest
Hydric soil rating: No

Minor Components

Holly

Percent of map unit: 5 percent
Landform: Flood plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Berks County, Pennsylvania
Survey Area Data: Version 21, Sep 4, 2023

Berks County, Pennsylvania

CpB—Comly silt loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 1714

Elevation: 300 to 1,400 feet

Mean annual precipitation: 35 to 50 inches

Mean annual air temperature: 46 to 55 degrees F

Frost-free period: 120 to 214 days

Farmland classification: All areas are prime farmland

Map Unit Composition

Comly and similar soils: 90 percent

Minor components: 5 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Comly

Setting

Landform: Valleys

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Base slope

Down-slope shape: Concave, linear

Across-slope shape: Linear, concave

Parent material: Acid fine-loamy colluvium derived from shale and siltstone

Typical profile

H1 - 0 to 10 inches: silt loam

H2 - 10 to 25 inches: channery silty clay loam

H3 - 25 to 52 inches: channery loam

H4 - 52 to 61 inches: very channery silt loam

H5 - 61 to 80 inches: bedrock

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: 20 to 35 inches to fragipan; 60 to 96 inches to lithic bedrock

Drainage class: Moderately well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water

(Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)

Depth to water table: About 12 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C
Ecological site: F147XY002PA - Mixed Sedimentary Upland
Hydric soil rating: No

Minor Components

Brinkerton

Percent of map unit: 5 percent
Landform: Depressions
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Head slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Berks County, Pennsylvania
Survey Area Data: Version 21, Sep 4, 2023

Berks County, Pennsylvania

Ho—Holly silt loam

Map Unit Setting

National map unit symbol: 1721

Elevation: 100 to 1,300 feet

Mean annual precipitation: 30 to 50 inches

Mean annual air temperature: 46 to 55 degrees F

Frost-free period: 120 to 214 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Holly and similar soils: 94 percent

Minor components: 6 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Holly

Setting

Landform: Flood plains

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Base slope

Down-slope shape: Concave

Across-slope shape: Concave

Parent material: Alluvium derived from sandstone and shale

Typical profile

Ap - 0 to 7 inches: silt loam

Bg - 7 to 26 inches: silty clay loam

Cg - 26 to 44 inches: silty clay loam

2Cg - 44 to 62 inches: gravelly loamy sand

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water

(Ksat): Moderately high to high (0.20 to 2.00 in/hr)

Depth to water table: About 0 to 12 inches

Frequency of flooding: Frequent

Frequency of ponding: Occasional

Calcium carbonate, maximum content: 5 percent

Available water supply, 0 to 60 inches: High (about 9.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: B/D

Ecological site: F147XY011PA - Poorly Drained Fine Mixed
Floodplain, F148XY031PA - Hydric, Triassic, Riparian Zone,
Swamp Meadow-Shrub-Forest
Hydric soil rating: Yes

Minor Components

Brinkerton

Percent of map unit: 2 percent
Landform: Depressions
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Linden

Percent of map unit: 2 percent
Landform: Flood plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Hydric soil rating: No

Gibraltar

Percent of map unit: 2 percent
Landform: Flood plains
Landform position (two-dimensional): Toeslope, footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Convex, linear
Across-slope shape: Linear, convex
Hydric soil rating: No

Data Source Information

Soil Survey Area: Berks County, Pennsylvania
Survey Area Data: Version 21, Sep 4, 2023

Berks County, Pennsylvania

BtA—Brinkerton-Comly silt loams, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 170s
Elevation: 300 to 1,400 feet
Mean annual precipitation: 35 to 50 inches
Mean annual air temperature: 46 to 55 degrees F
Frost-free period: 120 to 214 days
Farmland classification: Not prime farmland

Map Unit Composition

Brinkerton and similar soils: 75 percent
Comly and similar soils: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Brinkerton

Setting

Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave, linear
Across-slope shape: Linear, concave
Parent material: Fine-silty colluvium derived from shale and siltstone

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 16 inches: silty clay loam
H3 - 16 to 42 inches: channery clay loam
H4 - 42 to 61 inches: channery loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: 11 to 30 inches to fragipan; 60 to 99 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: D

Ecological site: F147XY005PA - Poorly Drained Mixed
Sedimentary Toeslope
Hydric soil rating: Yes

Description of Comly

Setting

Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave, linear
Across-slope shape: Linear, concave
Parent material: Acid fine-loamy colluvium derived from shale and
siltstone

Typical profile

H1 - 0 to 10 inches: silt loam
H2 - 10 to 25 inches: channery silty clay loam
H3 - 25 to 52 inches: channery loam
H4 - 52 to 61 inches: very channery silt loam
H5 - 61 to 72 inches: bedrock

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: 20 to 35 inches to fragipan; 60 to 96
inches to lithic bedrock
Drainage class: Moderately well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water
(Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 12 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: C
Ecological site: F147XY005PA - Poorly Drained Mixed
Sedimentary Toeslope
Hydric soil rating: No

Data Source Information

Soil Survey Area: Berks County, Pennsylvania
Survey Area Data: Version 21, Sep 4, 2023

**ATTACHMENT 8
INVESTIGATOR'S RESUME**

Project Manager/Senior Environmental Scientist**Qualifications Summary**

- Twenty-three years of experience in environmental consulting
- Qualified Bog Turtle Surveyor
- Extensive experience with wetland delineation and endangered species surveys
- Successfully secured many PA DEP 105 Permit and US ACOE Section 404 Joint Permits
- Specializes in complex permitting for distribution/logistics center development
- Proficient in conducting migrating passerine and raptor surveys
- Strong threatened and endangered species regulatory background

Fields of Competence

Ms. Amitrone is a Senior Biologist with over 23 years of experience in the environmental field. She is highly regarded for her work in wetland identification, delineation, and mitigation. She was one of the first in the state to develop an Environmental Assessment and mitigation plan using the Pennsylvania Function-Based Aquatic Resource Compensation Protocol, which has led to the successful acquisition of numerous PA Department of Environmental Protection Chapter 105 Permits and US Army Corps of Engineers Section 404 Joint Permits. Ms. Amitrone is also recognized as a Qualified Bog Turtle Surveyor by the US Fish and Wildlife Service and the PA Fish and Boat Commission. She has served as the lead coordinator for projects involving a variety of threatened and endangered species. She is experienced in evaluating and documenting potential habitats for species of concern and in preparing Biological Assessments to evaluate potential project impacts. She conducts agency coordination with the United States Fish and Wildlife Service, the Pennsylvania Department of Conservation and Natural Resources, the Pennsylvania Fish and Boat Commission, and the Pennsylvania Game Commission regarding a variety of projects with the potential to affect species of concern. She has completed over 400 Phase I Bog Turtle habitat surveys, more than 60 Phase II and Phase III Bog Turtle presence/absence surveys, and three radio-tracking Bog Turtle studies. Ms. Amitrone is skilled in implementing widely used assessment protocols, including the Pennsylvania Game Commission's *Protocols to Monitor Bird Populations at Industrial Wind Turbine Sites*. She has conducted breeding bird surveys, raptor surveys, and point count surveys. Ms. Amitrone has conducted native and species of concern plant surveys within Pennsylvania and New Jersey. Her additional strength is in wetland identification, delineations, and Jurisdictional Determinations. She is also experienced in the Pennsylvania Department of Environmental Protection General Permit and U.S. Army Corp of Engineers permit processes. Ms. Amitrone's past duties have included studies and evaluations of terrestrial and aquatic ecosystems, the development of protocols currently used for habitat assessments, and the development and implementation of habitat management plans.

Credentials

A.S. Wildlife Technology, Pennsylvania State University

Qualified Bog Turtle Surveyor

Project Manager/Senior Environmental Scientist**Training**

Maryland Department of Transportations' Green and Yellow Card Training for Erosion and Sediment Structure Design and Monitoring

Pennsylvania Department of Transportations' Threatened and Endangered Species Instructor Training

OSHA 40-Hour Hazardous Waste Site Training (2015)

8-hour HAZWOPER Certification (2020)

Key Projects***Wetland Delineation, Mitigation and Environmental Permitting***

Delineation of wetlands and watercourses using U.S. Army Corps of Engineers methodology. Developed and monitored wetland mitigation areas established for compensatory purposes. Prepared Environmental Assessments for Joint Permit and Nationwide Permit applications.

Joint Permit Application Assistance for Residential Development, Upper Dublin Township, Montgomery County, PA: This 80-acre tract, featuring three wetlands, is under construction as a 74-lot residential subdivision. Prepared environmental evaluations and narrative reporting, represented the client at agency meetings, and provided other general consulting services in support of obtaining a Pennsylvania Department of Environmental Protection Chapter 105 Permit and US Army Corps of Engineers Section 404 Joint Permit. Also completed a Phase I and Phase II bog turtle survey for the project and obtained threatened and endangered species clearances.

Goodman Logistics Center, Newberry Township, York County, PA: As part of an ACOE and PA DEP Joint Permit for a nearly 160-acre site featuring twenty wetlands and sixteen watercourses, served as lead scientist performing the regulated waters delineation and preparing the Jurisdictional Determination. Assisted the client in developing and Environmental Assessment and mitigation plan using the Pennsylvania Function Based Aquatic Compensation Protocol which led to the successful acquisition of the Joint Permit. The logistics campus featuring two buildings totaling more than 1.8 million square feet is now under construction.

Hamburg Logistics Project, Perry Township, Berks County, PA: As part of an ACOE and PA DEP Joint Permit for a 1.4 million square-foot distribution center, served as the lead scientist performing the regulated waters delineation and Jurisdictional Determination. Assisted the client in developing an Environmental Assessment and mitigation plan which led to the successful acquisition of the Joint Permit.

Hamburg Commerce Park Project, Windsor and Perry Townships, Berks County, PA: As part of an ACOE and PA DEP Joint Permit for a new 170-acre multi-use business park, lead scientist performing the regulated waters delineation and Jurisdictional Determination. Assisted the client in developing an Environmental Assessment and mitigation plan using the Pennsylvania Function Based Aquatic Compensation Protocol which led to the successful acquisition of the Joint Permit. The construction of three warehouse and distribution centers totaling 2.25 million square feet is completed at this former golf course site.

Project Manager/Senior Environmental Scientist

Mitigation Monitoring – Montgomery and Monroe Counties, PA: Performed mitigation monitoring on behalf of PennDOT, Engineering District 5-0 at two mitigation sites and provided the associated reports on a bi-yearly basis as part of a multi-year monitoring effort.

Mitigation Monitoring – Berk and York Counties, PA: Performed mitigation monitoring on behalf of private sector clients as part of Joint Permits for large-scale logistics projects.

Natural Gas Well Locations – Susquehanna, Sullivan, Bradford, and Wyoming Counties, PA: Performed regulated waters delineations at numerous proposed natural gas well sites within the Marcellus Shale formation in northeast and northcentral Pennsylvania.

Bridge Replacements and Rehabilitations on Behalf of Berks County, PA: Performed regulated waters delineations and Phase I Bog Turtle Habitat Assessments at numerous proposed bridge replacement and rehabilitation projects.

Bridge Replacements and Rehabilitations on Behalf of Montgomery County, PA: Performed regulated waters delineations and Phase I Bog Turtle Habitat Assessments at numerous proposed bridge projects.

Bridge Replacements and Rehabilitations on Behalf of Delaware County, PA: Performed regulated waters delineations and Phase I Bog Turtle Habitat Assessments at numerous proposed bridge replacement and rehabilitation projects.

Bridge Replacements and Rehabilitations in Bucks County, PA: Performed regulated waters delineations and Phase I Bog Turtle Habitat Assessments at numerous proposed bridge replacement and rehabilitation projects.

Bridge Replacements and Rehabilitations in Chester County, PA: Performed regulated waters delineations and Phase I Bog Turtle Habitat Assessments at numerous proposed bridge replacement and rehabilitation projects.

Threatened and Endangered Species Surveys

*Manage all threatened and endangered species surveys for the firm, with particular expertise in turtle, avian, and botanical T&E species. Listed as a Pennsylvania Fish and Boat Commission (PFBC) and United States Fish and Wildlife Service (USFWS) qualified recognized bog turtle (*Glyptemys mühlenbergii*) surveyor since May of 2000. Conducted hundreds of Phase I bog turtle habitat assessments, Phase II surveys, and Phase III trappings. Pennsylvania Fish and Boat Commission (PFBC) Scientific Collector's Permit (Type III) holder for the bog turtle.*

Proposed Pipeline Right-of-Way, Ross Township, Monroe County, PA: Conducted Bog Turtle Phase II Surveys and Phase III Trapping within large contiguous wetland complex to determine seasonal movements of the species. The data collected will assist the pipeline company in determining the best location to cross the wetland while minimizing disturbances to the protected species.

Proposed Pipeline Right-of-Way, York and Adams Counties, PA: Conducted Phase I Bog Turtle Surveys on all wetlands located within 300-feet of the proposed alignment for an approximately 64-mile section of the alignment.

Proposed Transmission Line Tower Replacements, Bucks County, PA: Conducted Phase I and Phase II Bog Turtle Surveys on all wetlands located within an approximately nine-mile corridor.

Project Manager/Senior Environmental Scientist

PennDOT Engineering District 5-0, Lehigh, Monroe, Berks, and Lehigh Counties, PA: State Routes 073; 4036; 082; 0419; 3036 – On behalf of the PennDOT Engineering District 5-0, conducted more than 30 Phase I habitat assessments for the bog turtle and more than 50 Phase II and Phase III Bog Turtle Surveys. Responsible for all agency coordination during these projects and obtained Pennsylvania Department of Environmental Protection General Permits for various forms of maintenance procedures.

Development of Construction Monitoring Protocols: On behalf of PennDOT Engineering Districts 5-0, 6-0, and 8-0, assisted with the development of Construction Monitoring Protocols used during routine maintenance and construction procedures on several State Routes located within the 14 counties known to contain bog turtles. These protocols are used to enable the Districts to conduct maintenance and construction procedures rapidly and efficiently and have been accepted by the United States Fish and Wildlife Service and Pennsylvania Fish and Boat Commission as vehicles to avoid and minimize impacts to the species.

Programmatic Agreement for Bog Turtle Procedures, Statewide, PA: On behalf of the PennDOT Environmental Quality Assurance Department, assisted the Districts in the development of a Programmatic Agreement with the United States Fish and Wildlife Service and Pennsylvania Fish and Boat Commission to obtain clearance for certain maintenance projects within the 14 counties where known bog turtle populations exist. This agreement provides a vehicle by which regulatory compliance is fulfilled during routine maintenance procedures. The agreement has also been used by local municipalities and private individuals to allow them to proceed with projects that may have indirect or direct impacts to bog turtles.

Amtrak Atglen to Safe Harbor Rails-to-Trails, Lancaster County, PA: Conducted Phase I Bog Turtle Habitat Assessments on all wetlands located within 300-feet of the proposed alignment for an approximately eight-mile section of the alignment.

Berks County Bridge Repair/Replacement Projects, Berks County, PA: On behalf of the County of Berks, completed Regulated Waters Delineations and Phase I Bog Turtle Habitat Assessments at the Berks County Bridges 24A, 30C, 32D, 35A, 35B, 36A, 37A, 39B, 40C, 43D, 46A, 46E, 46G, 48A, 54B, 55B, 55A, 55B, 58A, and 73B as part of the PA DEP General Permits for each project.

Montgomery County Bridge Repair/Replacement Projects, Montgomery Township, PA: On behalf of the County of Montgomery, completed Regulated Waters Delineations and Phase I Bog Turtle Habitat Assessments at the Montgomery County Bridges 74, 296, and 231 as part of the PA DEP General Permits for each project.

Delaware County Bridge Repair/Replacement Projects, Delaware County, PA: On behalf of the County of Delaware, completed Regulated Waters Delineations and Phase I Bog Turtle Habitat Assessments at the Delaware County Bridges 112, 143, 174, and 243 as part of the PA DEP General Permits for each project.

Leidy Southeast Pipeline Expansion Project, Tobyhanna and Tunkhannock Townships, Monroe County, PA: Performed Phase I Bog Turtle Habitat Assessments within 33 wetlands located along a proposed pipeline alignment as part of the PA DEP General Permitting for the project.

Project Manager/Senior Environmental Scientist

Atlantic Access Pipeline, Adams and York Counties, PA: Performed Phase I Bog Turtle Habitat Assessments within 36 wetlands located along a proposed 65-mile pipeline alignment as part of the PA DEP General Permitting for the project.

Transco Northeast Supply Link – Palmerton Loop, Ross Township, Monroe County, PA: Performed Bog Turtle Phase II Surveys, Phase III Trapping, and construction monitoring for an approximately 0.25-mile directional drill as part of the placement of a new petroleum pipeline.

Lancaster County Solid Waste Management Authority, Lancaster County, PA: Conducted agency coordination and migrating raptor surveys for two consecutive survey seasons in preparation for a wind turbine project which was successfully completed.

Bear Creek Wind Farm, Luzerne County, PA: Conducted bald eagle nest and migrating passerine surveys for a 12-turbine, 24-Megawatt project.

State Route 0222 Bypass Extension and Expansion, Berks County, PA: Assisted in the development of a Biological Opinion and Biological Assessment for a large-scale roadway construction project. Coordinated and conducted Phase II surveys for the federally threatened, Pennsylvania state endangered bog turtle for the U.S. Route 0222 Warren Street Expansion/ Extension Project. Additionally, conducted a radio telemetry study to determine what impacts, if any, the roadway expansion might have on a known population of bog turtles. Responsible for the design of a specialized containment fence to prevent the species from moving into the construction site. Developed and executed an Invasive Management Plan and Construction Monitoring Plan for the action areas of the project.

Publications & Presentations

Breeding Birds in a Mitigated Wetland in Northcentral Pennsylvania, USA, Millennium Wetland Event, Quebec, 2000 and the Pennsylvania Academy of Science, 2000.

The Preservation of Bog Turtle (*Glyptemys muhlenbergii*) Metapopulation Dynamics during a Roadway Improvement Project, International Conference on Transportation and the Environment (ICOET), 2003.

Affiliations

Past President, Vice President, and Secretary of the Pennsylvania Chapter of the Wildlife Society; and 2004 Meeting Chair, Pennsylvania Chapter of the Wildlife Society Conference

Pennsylvania Association of Environmental Professionals

Penn State Wildlife Technology Advisory Council Member (2008-present)

Muhlenberg Botanical Society

Ned Smith Center for Nature and Art, Member and Volunteer

Pennsylvania Chamber of Business and Industry

**GENERAL PERMIT 11
MAINTENANCE, TESTING, REPAIR, REHABILITATION, OR
REPLACEMENT OF WATER OBSTRUCTIONS AND ENCROACHMENTS**

BERKS COUNTY BRIDGE 32A - MAINTENANCE

**IN
ALBANY TOWNSHIP
BERKS COUNTY
PENNSYLVANIA**

MAY 2012

Prepared For: Berks County, Pennsylvania

Prepared By: McCormick Taylor, Inc.
Exton, PA

PROFESSIONAL ENGINEER CERTIFICATION

I, Susan M. Guisinger-Colón, do hereby certify pursuant to the penalties of 18 Pa. C.S.A. Sec 4904 to the best of my knowledge, information and belief, that the information contained in the accompanying plans, specifications and reports has been prepared in accordance with accepted engineering practice, is true and correct, and is in conformance with Chapter 105 of the rules and regulations of the Department of Environmental Protection.


Susan M. Guisinger-Colón, P.E.
PE - 060942

**General Permit 11 – Maintenance, Testing, Repair, Rehabilitation, or Replacement
of Water Obstructions and Encroachments
For
The Pennsylvania Department of Environmental Protection**

Table of Contents

1. Completed Permit Registration Form and Project Screening Form
2. Copies and Proof of Notification of the Municipalities
3. Location Map
4. Completed Copy of a PNDI Search Form
5. Wetland Information Data Sheets
6. Color Photographs
7. Erosion and Sediment Control Plan

1. Completed Permit Registration Form and Project Screening Form



- Category I
 Category II
 Category III

Applicant / Project Name: Berks Co. Bridge 32A - Maintenance County(s): Berks

PASPGP-4 CUMULATIVE IMPACTS PROJECT SCREENING FORM

The following questionnaire must be completed and submitted to determine the appropriate Pennsylvania State Programmatic General Permit-4 (PASPGP-4) review procedure. Incomplete submissions will be returned. An "Overall Project," as defined for this form, includes all regulated activities that are reasonably related and necessary to accomplish the "Overall Project" purpose. An "Overall Project" must have a clear purpose, be able to function, and have independent utility. All regulated activities, including the direct and indirect impacts occurring as a result of the regulated activities, which are associated with the "Overall Project", should be considered cumulatively when completing this form. For linear projects, all impacts to waters and wetlands associated with the "Overall Project" should be added together and cumulatively viewed as impacts associated with the "Overall Project", which must have a defined beginning and end point. For linear projects, the application shall include a plan that depicts the location of the beginning and end points of the overall project, and all proposed crossings. See the PASPGP-4 permit document at: www.nab.usace.army.mil/Wetlands%20Permits and Part II, for the definition of Independent Utility and Single and Complete Project (discussion of "Overall Project").

The PASPGP-4 authorizes the discharge of dredged or fill materials and/or the placement of structures, for a single and complete project, including all attendant features, both temporary and/or permanent, which individually or cumulatively results in impacts to 1.0 acre or less of waters of the United States including jurisdictional wetlands. These discharges and placement of structures must comply with all the terms, conditions, and processing procedures identified in this PASPGP-4. Refer to the definitions and sketches in PASPGP-4, Part II for calculating the 1.0-acre eligibility threshold for linear projects.

Determination of PASPGP-4 eligibility – For Category I and II Activities, PADEP/County Conservation Districts will review the applications, if applicable, and verify if work is authorized by PASPGP-4. For Category III Activities, the Corps reviews applications and makes a case by case determination that work is eligible for authorization under PASPGP-4.

Applications for activities that individually or cumulatively impact more than 1.0 acre of waters of the United States, including jurisdictional wetlands, including all attendant features, both temporary and permanent, for a single and complete project; or that impact greater than 250 linear feet of streams, rivers, or other watercourses, except fish habitat enhancement structures authorized under PADEP GP-1 and bank rehabilitation and protection, authorized under PADEP GP-3 that affect 500 linear feet or less, are sent to the Corps as a Category III Activity, under PASPGP-4, Part IV, C, 2. The 1.0 acre area measurement includes the sum total of all waters of the United States including both jurisdictional wetlands and streams, rivers, other watercourses.

- For linear projects, the 250 linear foot Category III Activity threshold for stream impacts is applied to the total cumulative impacts of all crossings associated with the overall linear project, regardless of the type of PADEP authorization or combination of authorizations used to approve the overall project.
- Overall linear projects that have cumulative permanent and temporary impacts to waters of the United States, including jurisdictional wetlands, which exceed 1.0 acre, may still be eligible for PASPGP-4 authorization through a Category III review, provided no single and complete project exceeds the 1 acre threshold (see PASPGP-4, Part II for definition of single and complete project and acreage calculations). This verification of eligibility will be made by the Corps of Engineers.
- For phased projects, including phased linear projects, an overall project plan depicting all previously authorized or proposed impacts to waters and/or wetland is required as part of the application. A plan depicting phase I of the overall project would be submitted with any applications associated with phase I. At a later date, when applications associated with phase II are submitted, an overall plan that depicts the impacts for phase I and phase II is required. For example, if a utility line was previously authorized to run from point A to point B, and the permittee now wants to expand the utility line to point C, the plan will depict from point A to point C. In such a case, the overall project has been expanded to extend from point A to point C; the portion from point A to point B is needed for the section from point B to point C to function and meet the overall project purpose. If plan is not submitted as part of application, the application for the purposes of PASPGP-4 will be considered incomplete and the application may be sent to the Corps as a Category III Activity.

SECTION A: PROPOSED IMPACTS

Provide the size of impacts to waters and/or wetlands associated with your application, including temporary and/or permanent impacts, and direct and indirect impacts.

Included in this calculation are the areas directly and indirectly affected by the regulated activities, including the area of waters and/or wetlands filled, drained and/or flooded as a result of the regulated activities. See PASPGP-4, Part II, Definitions, for calculation of linear footage of stream impact, and Part IV, C, 2 for thresholds which require a Corps review of application (Category III Activity).

PADEP GP-11 allows for the registration of multiple overall projects as one time through submission of a project/work site table that identifies each of the separate overall projects. For work associated with PADEP GP-11 registrations, impacts associated with each project/work site should be list separately. This can be done through a separate PASPGP-4 Project Screening Form for each project/work site, or submission of a separate document/table that identifies each separate project/work site, the proposed work and impact information, as required by this section.

		square feet	linear feet
Permanent Impacts	to waters:	250	25
	to wetlands:	0	
Temporary Impacts	to waters:	4000	75
	to wetlands:	0	

SECTION B: OTHER CHAPTER 105/SECTION 10/404 AUTHORIZATIONS

YES NO

1. If known, has any work associated with the Overall Project been previously authorized by the Corps or DEP? If YES, please complete the table below. If additional space is needed, please attach the applicable information. Include the type of authorization or permit, permit or authorization number(s), date(s) of issuance, and permitted impacts (including square feet and/or linear footage), if applicable, with your application/registration form(s). Types of authorizations or permits may be abbreviated and include: Corps Nationwide Permit, Corps Individual Permit, Corps PASPGP, DEP General Permit, DEP Individual Permit (Dam and/or Encroachment) or DEP Environmental Assessment. See PASPGP-4, Part IV, C, 3 for applications which require a Corps review (Category III Activity).

EXAMPLES:

- a. If application is associated with the expansion of a residential development, i.e., construction of phase II, the authorizations and impacts, if applicable, associated with construction of phase I are to be identified and listed.
- b. If application is associated with a linear project, i.e., sewer line, waterline, utility line, etc., and the proposed work is an extension or additional phase being added to a previous segment, the authorizations, and impacts, if applicable, associated with construction of the previous segment(s) are to be identified and listed. For example, if a utility line is constructed from point A to point B, and a year later an extension of the line to point C is proposed, the authorizations and impacts associated with construction of point A to point B should be listed/identified. In this case, the overall project is from point A to point C, as the portion from point A to point B is needed for the section from point B to point C to function and meet the overall project purpose.

Authorization Type	Authorization Number	Date (mm/dd/yyyy)	Permitted Impacts	
			wetlands	waters

YES NO

2. Are additional Corps and/or DEP authorizations required for your proposed work to function and have independent utility? If YES, please complete the table below. If additional space is needed, please attach the applicable information.

EXAMPLES:

- a. Development of a residential subdivision may require the filling of waters and/or wetlands for the construction of access roads, utility line crossings, and/or lot development. In such a case, if application is only for the utility lines, the work and impacts associated with the road crossings and lot development need to be identified. For the overall development to function, the road crossings and lot development are needed, not just utilities.
- b. If widening of a road for construction of a turn lane is needed to facilitate an industrial development, applications associated for the industrial development to construct utility lines and lot development need to include the work and impacts associated with the construction of the turn lane. The construction of the turn lane is needed for the industrial develop to function; the two projects are not separate independent projects.



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
WATER OBSTRUCTION AND ENCROACHMENT**

DEP USE ONLY	
Acknowledged Date _____	GP _____
PASPGP-4 Authorization included: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Transfer Date _____	

**BWM-GP-11 GENERAL PERMIT REGISTRATION
Maintenance, Testing, Repair, Rehabilitation, or
Replacement of Water Obstructions and Encroachments**

SECTION A. APPLICANT INFORMATION

Check One: New Permit Transfer of Existing Permit – complete Sections A, C & G and transfer form - 3930-PM-WM0016

Existing Permit(s) Number for Project(s) with a Submerged Lands License Agreement or an annual fee (if applicable):

Applicant Name Employer ID# (EIN)

County of Berks

Contact Person Last Name	First Name	MI	Telephone
--------------------------	------------	----	-----------

Hunter	Ryan		(610) 478-6201
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Mailing Address	City	State	Zip + 4
-----------------	------	-------	---------

Berks County Services Center, Facilities & Operations - 16th Floor	Reading	PA	19601
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Email Address facilities@countyofberks.com

SECTION B. CONSULTANT (if applicable)

Consultant - Last Name	First Name	MI
------------------------	------------	----

Guisinger-Colón	Susan	M.
-----------------	-------	----

Consulting Firm

McCormick Taylor, Inc.

Mailing Address	City	State	Zip + 4
-----------------	------	-------	---------

222 Valley Creek Boulevard, Suite 130	Exton	PA	19341
---------------------------------------	-------	----	-------

Telephone	FAX	Email
-----------	-----	-------

(610) 640-3500	(610)640-3503	SMGuisingerColon@MTmail.biz
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SECTION C. INSTRUCTIONS

If you have any questions concerning whether your project qualifies for GP-11 please contact your regional office (Exhibit B).

1. Prepare a project location map using the appropriate portion of the USGS 7½ Minute Quadrangle Map or other suitable mapping with the project site(s) identified. Number each activity making sure it corresponds with the activity number found in the Project Inventory Chart (Section D1).
2. **Project Description:** Describe the project in enough detail to allow Department to determine that the proposed work complies with both the terms and environmental and engineering conditions of the General Permit. (A project can be one structure or a series of structures that are related to one another located in one county.)

This project includes the repair of the existing stone masonry substructure and the installation of grout bag underpinning and rock protection to prevent scour at the bridge pier. This work will not alter the hydraulic opening of the bridge. The contractor will construct a cofferdam and dewater the work area to provide access for construction equipment. Any sediment-laden runoff caused by construction or earth disturbance activities related to scour prevention shall be contained within the dewatered work area. All repair work to the substructure that may cause earth disturbance and/or sediments shall be protected by compost filter socks. All work shall be conducted in accordance with Department Standards.

(attach additional sheets if necessary)

3. Using the Project Inventory Chart (Section D1), list each water obstruction and/or encroachment that requires maintenance. Please fill out the row for each activity in its entirety. Please make sure the activity number corresponds with the area identified on the site location map.
4. If you are proposing a bridge or culvert replacement or the proposed work will change the waterway opening, please complete and provide the chart in Section D2. If the project consists of similar work (replacement or change in waterway opening) on more than one structure, submit the data requested in Section D2 for each structure included in this registration.
5. For bridges and culverts across a watercourse which are to be used by the general public such as an access to an industrial, commercial, or residential development, etc., plans, specifications and hydrologic and hydraulic reports shall be prepared and submitted by a registered professional engineer and shall be affixed with their seal and certification.
6. For bridge or culvert replacements, activities that reduce the size of the waterway opening, or work on a structure that poses a threat to human life or a substantial potential risk to property, plans, specifications and hydrologic and hydraulic reports shall be prepared and submitted by a registered professional engineer and shall be affixed with their seal and certification.
7. Submit 2 complete copies of the permit registration form and plans including all Erosion and Sediment Controls to the appropriate Regional Office.

SECTION D1. PROJECT INVENTORY For Berks County*

Activity Number*	Existing Permit Number and Type of Water Obstruction (Bridge, Culvert, Utility Stream Crossing, Utility Wetland Crossing)	Activity Type (Maintenance, testing, repair, rehabilitation, or replacement)	Earth Disturbance (sq. ft.)	Name of USGS Quadrangle Map	Municipality Where Project is Located	Name of Stream	Chapter 93 Stream Designation	Special PFBC Designation (Wild Trout, Stocked Trout, Migratory Fishes)
1	Berks Co. Bridge 32A Greenawalt Bridge	Maintenance	4000	Kutztown	Albany	Maiden Creek	TSF, MF	Stocked Trout
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								

*For multiple structures attach additional sheets that provide the same information requested in the chart.

**The number used for a particular water obstruction from Section D1 should match the number in Section D2 for the same water obstruction.

SECTION D2. BRIDGE AND/OR CULVERT REPLACEMENT PROJECTS OR PROJECTS THAT CHANGE THE WATERWAY OPENING*

Activity Number**	Bridge/Culvert Existing						Bridge/Culvert Proposed					
	Waterway Opening (sq. ft.) (cross section/area)	Span (ft.)	Underclearance (ft.)	Length (ft.) (upstream to downstream)	Material Type (RCP, CMP, etc.)	Material Type (RCP, CMP, etc.)	Waterway Opening (sq. ft.) (cross section/area)	Span (ft.)	Underclearance (ft.)	Length (ft.) (upstream to downstream)	Material Type (RCP, CMP, etc.)	
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												

*For multiple structures attach additional sheets that provide the same information requested in the chart.
 **The number used for a particular water obstruction from Section D1 should match the number in Section D2 for the same water obstruction.

SECTION E. COMPLIANCE REVIEW

Yes No

Is the applicant (owner and/or operator) currently in violation of any permits issued by the Department?

If yes, please provide:

1. Permit Number: _____

2. Nature of the violation (if any): _____

3. Status of violation (i.e., schedule for compliance, etc.): _____

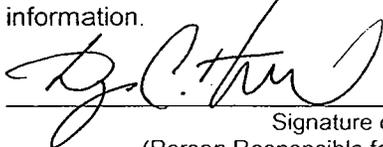
SECTION F. OTHER PERMITS

Yes No

Are any other Chapter 105 permits required for this project, excluding GP-8?

SECTION G. CERTIFICATION

I certify that the information provided in this permit registration is true and correct to the best of my knowledge and information.



Signature of Permittee
(Person Responsible for Installation, Operation
and Maintenance of Authorized Activity)

6 January 2012
Date

Ryan Hunter, Facilities Director

Type or Print Name

AN ACKNOWLEDGED COPY OF THIS GENERAL PERMIT AND THE EROSION AND SEDIMENT CONTROL PLAN REVIEWED BY THE DEP REGIONAL OFFICE MUST BE AVAILABLE AT THE PROJECT SITE DURING CONSTRUCTION.

SECTION H. REGISTRATION CHECKLIST

In order to register use of this General Permit, confirm the following:

N/A

- I/we have notified the Municipality and County.
- I/we hereby notify the Department that BDWM-GP-8, Temporary Road Crossing will also be utilized during the maintenance activity.

Please Submit:

- Completed Permit Registration Form.
- Completed Cumulative Impact Project Screening Form.
- LOCATION MAP. An 8 ½" by 11" photocopy of a portion of the U.S.G.S. 7 ½ Minute Quadrangle Map or suitable mapping with the project site(s) identified. Quadrangle Name: Kutztown
- Wetland Information Data Sheets, Field Notes, or Photos of the wetland area.
- Engineering plan or sketch drawing that provides the necessary information.
- Project cross-section drawing.
- Completed copy of a PNDI Search Form with Search Receipt.
- For bridge or culvert replacements, activities that reduce the size of the waterway opening, or work on a structure that poses a threat to human life or a substantial potential risk to property, plans, specifications and hydrologic and hydraulics report shall be prepared and submitted by a registered professional engineer and shall be affixed with their seal and certification.
- Erosion and Sediment Control Plan for earth disturbance activities
- Any existing Submerged Lands License Agreements

Please submit where required:

- Photographs – For projects involving a waterway opening, photos upstream and downstream of the existing structure are required.
- Bog Turtle Habitat Screening Form (where required). This screening is required for General Permits 5, 6, 7, 8, 9, and 11 which may impact wetlands in the following counties: Adams, Berks, Bucks, Carbon (Aquashicola Creek Watershed only), Chester, Cumberland, Delaware, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill (Swatara Creek Watershed only), and York.

SECTION 11. DRAWINGS/PLANS

1) Engineering drawings prepared and sealed by a Professional Engineer are required for the following types of projects:

- a) bridge and culvert replacements
- b) activities that reduce the size of the waterway opening
- c) bridges or culverts across a watercourse which are to be used by the general public
- d) work on a structure that poses a threat to human life or a substantial potential risk to property

2) Prepared plans or sketch plans maybe submitted for activities not listed in 1 a) through d).

*Please make sure the information below is provided on all engineering plans, drawings, and other prepared plans or sketch plan required for registration.

SECTION 12. DRAWINGS/PLANS CHECKLIST

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permanent Waters Impacts with Dimensions Total Length <u>25</u> Total sq. ft. <u>250</u> # of impacts <u>1</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stream Name <u>Maiden Creek</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Temporary Stream Impacts <u>4000</u> sq. ft. # of impacts <u>1</u>	<input type="checkbox"/>	<input type="checkbox"/>	Chapter 93 Stream Designation <u>TSF, MF</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetland Acreage Onsite _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of Property Lines Relative to the Project
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permanent Wetland Impacts _____ sq. ft. # of impacts _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Existing Utilities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Wetland Impacts _____ sq. ft. # of impacts _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed Utilities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stream Limits and Flow Direction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing Buildings, Roadways, Other Structures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floodway Limits (if known)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed Buildings, Roadways, Other Structures
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Limits of Earth Disturbance Associated with this Activity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Waters on project site (i.e. pond, lakes)
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please indicate North
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please indicate photo locations

Use the next sheet for sketch if applicable

SKETCH PLAN

(if applicable)

Applicant Name

Scale 1" = _____ ft

Applicant Name

PROJECT CROSS SECTIONS

Provide a cross section of the project if not included on the Engineering Drawings, showing the dimensions of the waterway opening, area of fill materials used, and other pertinent information necessary to accurately depict the scope of your project, and allow the Department to determine that the project complies with the terms and conditions of this General Permit.

2. Copies and Proof of Notification of the Municipalities

December 15, 2011

Ryan Hunter, Facilities Director
Berks County Services Center
Facilities & Operations Department
633 Court Street, 16th Floor
Reading, Pennsylvania 19601

REFERENCE: Notification of General Permit
Berks County Bridges 32A
Albany Township, Berks County

Dear Mr. Hunter:

On behalf of Berks County, McCormick Taylor, Inc. is preparing a General Permit Registration package for a Pennsylvania Department of Environmental Protection (DEP) Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments Permit (GP-11) for Berks County Bridge 32A, carrying Little Round Top Road over Maiden Creek, located in the Township of Albany, Berks County, Pennsylvania.

This permit will serve as authorization to conduct general maintenance on the structure and stream channel. General maintenance is required to provide a bridge that is safe for the traveling public and ensure adequate hydraulic capacity. Once authorized the County will perform regular maintenance to repair and prevent scour at bridge pier and abutments and remove accumulated debris and sediment deposits from the waterway opening. All work shall be conducted in accordance with Department Standards.

Section 1905-A of the Commonwealth Administrative Code, as amended by Act 14, requires that each applicant for a DEP permit must give written notice to the municipalities and the county in which the permitted activity is located. The written notices shall be received by the municipalities and county at least 30 days before the Department may issue or deny the permit.

Acts 67 and 68, which amended the Municipalities Planning Code to support sound land use practices and planning efforts, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in Sections 719.2 and 1105 of the Municipalities Planning Code. Enclosed is a General Information Form (GIF) we have completed for this project. DEP invites you to review the attached GIF and comment on the land use aspects of this project; please be specific to DEP when identifying any areas of conflict. If you wish to submit comments for DEP to consider in a land use review of this project, you must respond within 30 days to the DEP

regional office listed below. If there are no land use comments received by the end of the comment period, DEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Department of Environmental Protection – Southcentral Regional Office
909 Elmerton Avenue, 2nd Floor
Harrisburg, Pennsylvania 17110
(717) 705-4800

Please accept this letter as written notification that Berks County is preparing a GP-11 General Permit Registration package for the above referenced bridge. The certified mail receipt will be used as proof of your receipt of this notification as required by the Commonwealth of the State of Pennsylvania.

Sincerely,



Jen S. Payne-McAleer
Project Manager

pc: McCormick Taylor
Susan Guisinger-Colón, P.E.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Amy C. Fernandez DEC 2</p>
<p>1. Article Addressed to:</p> <p>Ryan Hunter, Facilities Director Berks County Services Center Facilities & Operation Dept. 633 Court Street, 16th Floor Reading, PA 19601</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7009 1410 0002 4729 5238</p>

PS Form 3811, February 2004

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102595-02-M-1540

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Restricted Delivery Fee (Endorsement Required)			
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Sent To Ryan Hunter, Facilities Director
 Berks County Services Center
 Facilities & Operation Dept.
 633 Court Street, 16th Floor
 Reading, PA 19601

PS Form 3800, All

7009 1410 0002 4729 5238

USP

December 15, 2011

Monica Rabert, Appt. Municipal Secretary/Treasurer
Albany Township
P.O. Box 197
Kempton, Pennsylvania 19529

REFERENCE: Notification of General Permit
Berks County Bridge 32A
Albany Townships, Berks County

Dear Mrs. Rabert:

On behalf of Berks County, McCormick Taylor, Inc. is preparing a General Permit Registration package for a Pennsylvania Department of Environmental Protection (DEP) Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments Permit (GP-11) for Berks County Bridge 32A, carrying Little Round Top Road over Maiden Creek, located in the Township of Albany, Berks County, Pennsylvania.

This permit will serve as authorization to conduct general maintenance on the structure and stream channel. General maintenance is required to provide a bridge that is safe for the traveling public and ensure adequate hydraulic capacity. Once authorized the County will perform regular maintenance to repair and prevent scour at bridge pier and abutments and remove accumulated debris and sediment deposits from the waterway opening. All work shall be conducted in accordance with Department Standards.

Section 1905-A of the Commonwealth Administrative Code, as amended by Act 14, requires that each applicant for a DEP permit must give written notice to the municipalities and the county in which the permitted activity is located. The written notices shall be received by the municipalities and county at least 30 days before the Department may issue or deny the permit.

Acts 67 and 68, which amended the Municipalities Planning Code to support sound land use practices and planning efforts, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in Sections 719.2 and 1105 of the Municipalities Planning Code. Enclosed is a General Information Form (GIF) we have completed for this project. DEP invites you to review the attached GIF and comment on the land use aspects of this project; please be specific to DEP when identifying any areas of conflict. If you wish to submit comments for DEP to consider in a land use review of this project, you must respond within 30 days to the DEP regional office listed below. If there are no land use comments received by the end of the

comment period, DEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Department of Environmental Protection – Southcentral Regional Office
909 Elmerton Avenue, 2nd Floor
Harrisburg, Pennsylvania 17110
(717) 705-4800

Please accept this letter as written notification that Berks County is preparing a GP-11 General Permit Registration package for the above referenced bridge. The certified mail receipt will be used as proof of your receipt of this notification as required by the Commonwealth of the State of Pennsylvania.

Sincerely,



Jen S. Payne-McAleer
Project Manager

pc: McCormick Taylor
Susan Guisinger-Colón, P.E.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>x Monica K Rabert</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Monica K Rabert</i></p> <p>C. Date of Delivery <i>12/28/11</i></p>
<p>1. Article Addressed to:</p> <p>Monica Rabert Albany Township P.O. Box 197 Kempton, PA 19529</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7009 1410 0002 4729 5245</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Certified Fee		<i>2.05</i>	
Return Receipt Fee (Endorsement Required)		<i>2.30</i>	
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	<i>5.79</i>	

Sent To

Street, Apt. No.,
or PO Box No. *Monica Rabert*

City, State, ZIP+4 *Albany Township*
P.O. Box 197
Kempton, PA 19529

PS Form 3800, Au

KSP

7009 1410 0002 4729 5245



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

GENERAL INFORMATION FORM – AUTHORIZATION APPLICATION

Before completing this General Information Form (GIF), read the step-by-step instructions provided in this application package. This version of the General Information Form (GIF) must be completed and returned with any program-specific application being submitted to the Department.

<p style="text-align: center;">Related ID#s (If Known)</p> <p>Client ID# _____ APS ID# _____ Site ID# _____ Auth ID# _____ Facility ID# _____</p>	<p style="text-align: center;">DEP USE ONLY</p> <p style="text-align: center;">Date Received & General Notes</p>
--	---

CLIENT INFORMATION

DEP Client ID#	Client Type / Code CNTY	Employer ID# (EIN)	Dun & Bradstreet ID#
Organization Name or Registered Fictitious Name County of Berks			
Individual Last Name Hunter	First Name Ryan	MI	Suffix SSN
Additional Individual Last Name	First Name	MI	Suffix SSN
Mailing Address Line 1 Berks County Services Center, Facilities & Operations - 16 th Floor		Mailing Address Line 2 633 Court Street	
Address Last Line – City Reading	State PA	ZIP+4 19601	Country USA
Client Contact Last Name Hunter	First Name Ryan	MI	Suffix
Client Contact Title Facilities Director		Phone (610) 478-6201	Ext
Email Address facilities@countyofberks.com		FAX (610) 478-3378	

SITE INFORMATION

DEP Site ID#	Site Name Berks County Bridge 32A - Greenawalt Bridge		
EPA ID#	Estimated Number of Employees to be Present at Site	1 - 6	
Description of Site Rural stream crossing, local/rural road			
County Name Berks	Municipality Albany	City <input type="checkbox"/>	State PA
County Name	Municipality	City <input type="checkbox"/>	State
		Boro <input type="checkbox"/>	Twp <input checked="" type="checkbox"/>
		Boro <input type="checkbox"/>	Twp <input type="checkbox"/>
Site Location Line 1 Little Round Top Road over Maiden Creek		Site Location Line 2	
Site Location Last Line – City Kempton	State PA	ZIP+4 19529	
Detailed Written Directions to Site From I-78, take exit for SR-143, travel north for approximately 2.6 miles and turn right onto Little Round Top Road. Berks County Bridge 32A is located approx. 250 feet from the intersection of Little Round Top Road and SR-143.			
Site Contact Last Name Payne-McAleer	First Name Jen	MI S.	Suffix
Site Contact Title Project Manager	Site Contact Firm McCormick Taylor, Inc.		
Mailing Address Line 1 222 Valley Creek Boulevard	Mailing Address Line 2 Suite 130		

Mailing Address Last Line – City			State	ZIP+4
Exton			PA	19341
Phone	Ext	FAX	Email Address	
(610) 640-3500		(610) 640-3503	JPayne-McAleer@MTmail.biz	
NAICS Codes (Two- & Three-Digit Codes – List All That Apply)				6-Digit Code (Optional)
23, 237				237310
Client to Site Relationship				
OWN				

FACILITY INFORMATION

Modification of Existing Facility	Yes	No
1. Will this project modify an existing facility, system, or activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Will this project involve an addition to an existing facility, system, or activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "Yes", check all relevant facility types and provide DEP facility identification numbers below.

Facility Type	DEP Fac ID#	Facility Type	DEP Fac ID#
<input type="checkbox"/> Air Emission Plant	_____	<input type="checkbox"/> Industrial Minerals Mining Operation	_____
<input type="checkbox"/> Beneficial Use (water)	_____	<input type="checkbox"/> Laboratory Location	_____
<input type="checkbox"/> Blasting Operation	_____	<input type="checkbox"/> Land Recycling Cleanup Location	_____
<input type="checkbox"/> Captive Hazardous Waste Operation	_____	<input type="checkbox"/> MineDrainageTrmt/LandRecyProjLocation	_____
<input type="checkbox"/> Coal Ash Beneficial Use Operation	_____	<input type="checkbox"/> Municipal Waste Operation	_____
<input type="checkbox"/> Coal Mining Operation	_____	<input type="checkbox"/> Oil & Gas Encroachment Location	_____
<input type="checkbox"/> Coal Pillar Location	_____	<input type="checkbox"/> Oil & Gas Location	_____
<input type="checkbox"/> Commercial Hazardous Waste Operation	_____	<input type="checkbox"/> Oil & Gas Water Poll Control Facility	_____
<input type="checkbox"/> Dam Location	_____	<input type="checkbox"/> Public Water Supply System	_____
<input type="checkbox"/> Deep Mine Safety Operation -Anthracite	_____	<input type="checkbox"/> Radiation Facility	_____
<input type="checkbox"/> Deep Mine Safety Operation -Bituminous	_____	<input type="checkbox"/> Residual Waste Operation	_____
<input type="checkbox"/> Deep Mine Safety Operation -Ind Minerals	_____	<input type="checkbox"/> Storage Tank Location	_____
<input type="checkbox"/> Encroachment Location (water, wetland)	_____	<input type="checkbox"/> Water Pollution Control Facility	_____
<input type="checkbox"/> Erosion & Sediment Control Facility	_____	<input type="checkbox"/> Water Resource	_____
<input type="checkbox"/> Explosive Storage Location	_____	<input type="checkbox"/> Other:	_____

Latitude/Longitude Point of Origin	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
--	40	36	13	-75	52	21

Horizontal Accuracy Measure Feet -- --or-- Meters --

Horizontal Reference Datum Code

North American Datum of 1927

North American Datum of 1983

World Geodetic System of 1984

Horizontal Collection Method Code --

Reference Point Code --

Altitude Feet -- --or-- Meters --

Altitude Datum Name

The National Geodetic Vertical Datum of 1929

The North American Vertical Datum of 1988 (NAVD88)

Altitude (Vertical) Location Datum Collection Method Code --

Geometric Type Code --

Data Collection Date --

Source Map Scale Number

-- -- Inch(es) = -- Feet

--or-- -- Centimeter(s) = -- Meters

PROJECT INFORMATION

Project Name
Berks County Bridge 32A - Greenawalt Bridge

Project Description
Two-span, 104-foot long steel I-beam bridge that requires regular structural and channel maintenance

Project Consultant Last Name	First Name	MI	Suffix
Payne-McAleer	Jen	S	

Project Consultant Title	Consulting Firm
Project Manager	McCormick Taylor, Inc.

Mailing Address Line 1	Mailing Address Line 2
222 Valley Creek Boulevard	Suite 130

Address Last Line – City Exton		State PA	ZIP+4 19341
Phone (610) 640-3500	Ext	FAX (610) 640-3503	Email Address JPayne-McAleer@MTmail.biz
Time Schedules No work in Trout Stocked stream from February 15 to July 31	Project Milestone (Optional)		

1. **Have you informed the surrounding community and addressed any concerns prior to submitting the application to the Department?** Yes No
2. **Is your project funded by state or federal grants?** Yes No
Note: If "Yes", specify what aspect of the project is related to the grant and provide the grant source, contact person and grant expiration date.
 Aspect of Project Related to Grant _____
 Grant Source: _____
 Grant Contact Person: _____
 Grant Expiration Date: _____
3. **Is this application for an authorization on Appendix A of the Land Use Policy? (For referenced list, see Appendix A of the Land Use Policy attached to GIF instructions)** Yes No
Note: If "No" to Question 3, the application is not subject to the Land Use Policy.
 If "Yes" to Question 3, the application is subject to this policy and the Applicant should answer the additional questions in the Land Use Information section.

LAND USE INFORMATION

- Note:** Applicants are encouraged to submit copies of local land use approvals or other evidence of compliance with local comprehensive plans and zoning ordinances.
1. **Is there an adopted county or multi-county comprehensive plan?** Yes No
 2. **Is there an adopted municipal or multi-municipal comprehensive plan?** Yes No
 3. **Is there an adopted county-wide zoning ordinance, municipal zoning ordinance or joint municipal zoning ordinance?** Yes No
Note: If the Applicant answers "No" to either Questions 1, 2 or 3, the provisions of the PA MPC are not applicable and the Applicant does not need to respond to questions 4 and 5 below.
 If the Applicant answers "Yes" to questions 1, 2 and 3, the Applicant should respond to questions 4 and 5 below.
 4. **Does the proposed project meet the provisions of the zoning ordinance or does the proposed project have zoning approval?** Yes No
 If zoning approval has been received, attach documentation.
 5. **Have you attached Municipal and County Land Use Letters for the project?** Yes No

COORDINATION INFORMATION

Note: The PA Historical and Museum Commission must be notified of proposed projects in accordance with DEP Technical Guidance Document 012-0700-001 and the accompanying Cultural Resource Notice Form.

If the activity will be a mining project (i.e., mining of coal or industrial minerals, coal refuse disposal and/or the operation of a coal or industrial minerals preparation/processing facility), respond to questions 1.0 through 2.5 below.

If the activity will not be a mining project, skip questions 1.0 through 2.5 and begin with question 3.0.

1.0	Is this a coal mining project? If "Yes", respond to 1.1-1.6. If "No", skip to Question 2.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
1.1	Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be equal to or greater than 200 tons/day?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.2	Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be greater than 50,000 tons/year?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.3	Will this coal mining project involve coal preparation/ processing activities in which thermal coal dryers or pneumatic coal cleaners will be used?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.4	For this coal mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.5	Will this coal mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
1.6	Will this coal mining project involve underground coal mining to be conducted within 500 feet of an oil or gas well?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.0	Is this a non-coal (industrial minerals) mining project? If "Yes", respond to 2.1-2.6. If "No", skip to Question 3.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
2.1	Will this non-coal (industrial minerals) mining project involve the crushing and screening of non-coal minerals other than sand and gravel?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.2	Will this non-coal (industrial minerals) mining project involve the crushing and/or screening of sand and gravel with the exception of wet sand and gravel operations (screening only) and dry sand and gravel operations with a capacity of less than 150 tons/hour of unconsolidated materials?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.3	Will this non-coal (industrial minerals) mining project involve the construction, operation and/or modification of a portable non-metallic (i.e., non-coal) minerals processing plant under the authority of the General Permit for Portable Non-metallic Mineral Processing Plants (i.e., BAQ-PGPA/GP-3)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.4	For this non-coal (industrial minerals) mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.5	Will this non-coal (industrial minerals) mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

3.0	Will your project, activity, or authorization have anything to do with a well related to oil or gas production, have construction within 200 feet of, affect an oil or gas well, involve the waste from such a well, or string power lines above an oil or gas well? If "Yes", respond to 3.1-3.3. If "No", skip to Question 4.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
3.1	Does the oil- or gas-related project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water (including wetlands)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.2	Will the oil- or gas-related project involve discharge of industrial wastewater or stormwater to a dry swale, surface water, ground water or an existing sanitary sewer system or storm water system? If "Yes", discuss in <i>Project Description</i> .	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.3	Will the oil- or gas-related project involve the construction and operation of industrial waste treatment facilities?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4.0	Will the project involve a construction activity that results in earth disturbance? If "Yes", specify the total disturbed acreage. 4.0.1 Total Disturbed Acreage 0.21	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.0	Does the project involve any of the following? If "Yes", respond to 5.1-5.3. If "No", skip to Question 6.0.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.1	Water Obstruction and Encroachment Projects – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.2	Wetland Impacts – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a wetland?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
5.3	Floodplain Projects by the commonwealth, a Political Subdivision of the commonwealth or a Public Utility – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a floodplain?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
6.0	Will the project involve discharge of stormwater or wastewater from an industrial activity to a dry swale, surface water, ground water or an existing sanitary sewer system or separate storm water system?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
7.0	Will the project involve the construction and operation of industrial waste treatment facilities?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
8.0	Will the project involve construction of sewage treatment facilities, sanitary sewers, or sewage pumping stations? If "Yes", indicate estimated proposed flow (gal/day). Also, discuss the sanitary sewer pipe sizes and the number of pumping stations/treatment facilities/name of downstream sewage facilities in the <i>Project Description</i> , where applicable. 8.0.1 Estimated Proposed Flow (gal/day)	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
9.0	Will the project involve the subdivision of land, or the generation of 800 gpd or more of sewage on an existing parcel of land or the generation of an additional 400 gpd of sewage on an already-developed parcel, or the generation of 800 gpd or more of industrial wastewater that would be discharged to an existing sanitary sewer system? 9.0.1 Was Act 537 sewage facilities planning submitted and approved by DEP? If "Yes" attach the approval letter. Approval required prior to 105/NPDES approval.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
10.0	Is this project for the beneficial use of biosolids for land application within Pennsylvania? If "Yes" indicate how much (i.e. gallons or dry tons per year). 10.0.1 Gallons Per Year (residential septage) _____ 10.0.2 Dry Tons Per Year (biosolids) _____	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
11.0	Does the project involve construction, modification or removal of a dam? If "Yes", identify the dam. 11.0.1 Dam Name	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

12.0	Will the project interfere with the flow from, or otherwise impact, a dam? If "Yes", identify the dam.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
12.0.1	Dam Name				
13.0	Will the project involve operations (excluding during the construction period) that produce air emissions (i.e., NOX, VOC, etc.)? If "Yes", identify each type of emission followed by the amount of that emission.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
13.0.1	Enter all types & amounts of emissions; separate each set with semicolons.				
14.0	Does the project include the construction or modification of a drinking water supply to serve 15 or more connections or 25 or more people, at least 60 days out of the year? If "Yes", check all proposed sub-facilities.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
14.0.1	Number of Persons Served				
14.0.2	Number of Employee/Guests				
14.0.3	Number of Connections				
14.0.4	Sub-Fac: Distribution System	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.5	Sub-Fac: Water Treatment Plant	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.6	Sub-Fac: Source	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.7	Sub-Fac: Pump Station	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.8	Sub Fac: Transmission Main	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
14.0.9	Sub-Fac: Storage Facility	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
15.0	Will your project include infiltration of storm water or waste water to ground water within one-half mile of a public water supply well, spring or infiltration gallery?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
16.0	Is your project to be served by an existing public water supply? If "Yes", indicate name of supplier and attach letter from supplier stating that it will serve the project.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
16.0.1	Supplier's Name				
16.0.2	Letter of Approval from Supplier is Attached	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
17.0	Will this project involve a new or increased drinking water withdrawal from a stream or other water body? If "Yes", should reference both Water Supply and Watershed Management.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
17.0.1	Stream Name				
18.0	Will the construction or operation of this project involve treatment, storage, reuse, or disposal of waste? If "Yes", indicate what type (i.e., hazardous, municipal (including infectious & chemotherapeutic), residual) and the amount to be treated, stored, re-used or disposed.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
18.0.1	Type & Amount				
19.0	Will your project involve the removal of coal, minerals, etc. as part of any earth disturbance activities?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
20.0	Does your project involve installation of a field constructed underground storage tank? If "Yes", list each Substance & its Capacity. Note: Applicant may need a Storage Tank Site Specific Installation Permit.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
20.0.1	Enter all substances & capacity of each; separate each set with semicolons.				
21.0	Does your project involve installation of an aboveground storage tank greater than 21,000 gallons capacity at an existing facility? If "Yes", list each Substance & its Capacity. Note: Applicant may need a Storage Tank Site Specific Installation Permit.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
21.0.1	Enter all substances & capacity of each; separate each set with semicolons.				

22.0 Does your project involve installation of a tank greater than 1,100 gallons which will contain a highly hazardous substance as defined in DEP's Regulated Substances List, 2570-BK-DEP2724? If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit. Yes No

22.0.1 Enter all substances & capacity of each; separate each set with semicolons.

23.0 Does your project involve installation of a storage tank at a new facility with a total AST capacity greater than 21,000 gallons? If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit. Yes No

23.0.1 Enter all substances & capacity of each; separate each set with semicolons.

24.0 Will the intended activity involve the use of a radiation source? Yes No

CERTIFICATION

I certify that I have the authority to submit this application on behalf of the applicant 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 Jen S. Payne-McAleer

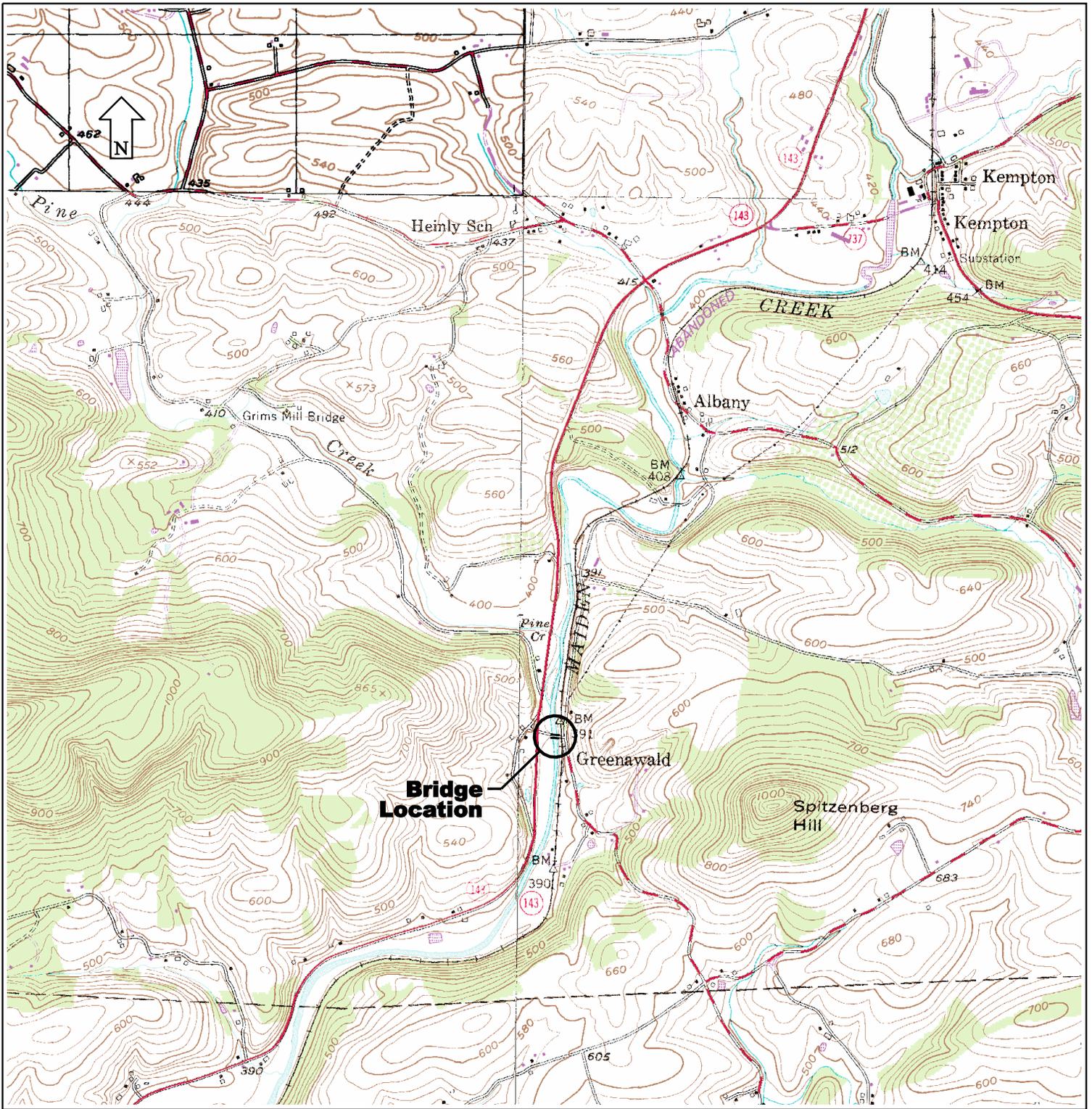

Signature

Project Manager

Title

12/15/11
Date

3. Location Map

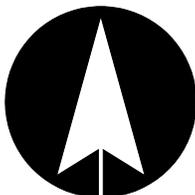


Project Location Map

Hamburg, Kutztown, New Ringgold,
and New Tripoli USGS Quadrangle Maps

Berks County Bridge No. 32A

Little Round Top Road over Maiden Creek
Albany Township, Berks County



Scale: 1 in. = 2,000 ft.

4. Completed Copy of a PNDI Search Form

1. PROJECT INFORMATION

Project Name: **Berks County Bridge No. 32A**

Date of review: **10/12/2011 8:34:29 AM**

Project Category: **Transportation, Bridge - demolition and/or construction (replacement) on existing alignment (Boring, piers, abutments, causeways, temporary stream crossings)**

Project Area: **1.0 acres**

County: **Berks** Township/Municipality: **Albany**

Quadrangle Name: **KUTZTOWN** ~ ZIP Code: **19529**

Decimal Degrees: **40.604439 N, -75.874028 W**

Degrees Minutes Seconds: **40° 36' 16" N, -75° 52' 26.5" W**



2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

Note that regardless of PNDI search results, projects requiring a Chapter 105 DEP individual permit or GP 5, 6, 7, 8, 9 or 11 in certain counties (Adams, Berks, Bucks, Carbon, Chester, Cumberland, Delaware, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill and York) must comply with the bog turtle habitat screening requirements of the PASPGP.

3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for one year** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission

RESPONSE: No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Department of Conservation and Natural Resources

RESPONSE: No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission

RESPONSE: No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

U.S. Fish and Wildlife Service

RESPONSE: No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*) is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. For cases where a "Potential Impact" to threatened and endangered species has been identified before the application has been submitted to DEP, the application should not be submitted until the impact has been resolved. For cases where "Potential Impact" to special

concern species and resources has been identified before the application has been submitted, the application should be submitted to DEP along with the PNDI receipt, a completed PNDI form and a USGS 7.5 minute quadrangle map with the project boundaries delineated on the map. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. DEP and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <http://www.naturalheritage.state.pa.us>.

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a **preliminary** screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552, Harrisburg, PA.
17105-8552
Fax:(717) 772-0271

U.S. Fish and Wildlife Service

Endangered Species Section
315 South Allen Street, Suite 322, State College, PA.
16801-4851
NO Faxes Please.

PA Fish and Boat Commission

Division of Environmental Services
450 Robinson Lane, Bellefonte, PA. 16823-7437
NO Faxes Please

PA Game Commission

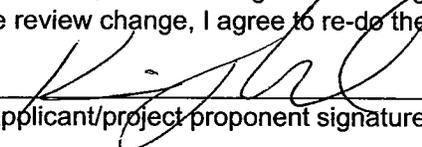
Bureau of Wildlife Habitat Management
Division of Environmental Planning and Habitat Protection
2001 Elmerton Avenue, Harrisburg, PA. 17110-9797
Fax:(717) 787-6957

7. PROJECT CONTACT INFORMATION

Name: KEVIN J. POAD, E.I.
Company/Business Name: McCOENICK TAYLOR, INC.
Address: VALLEY CREEK CORPORATE CENTER, 222 VALLEY CREEK BLVD., SUITE 130
City, State, Zip: EXTON, PA 19341
Phone: (610) 640-3500 Fax: (610) 640-3503
Email: kjpoad@mtmail.biz

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.


applicant/project proponent signature

Oct. 12, 2011
date

5. Wetland Information Data Sheets

WETLAND DETERMINATION DATA FORM – Eastern Mountains and Piedmont

Project/Site: 32A Little Round Top Road City/County: Berks Sampling Date: 12/9/11
 Applicant/Owner: Berks County State: PA Sampling Point: NE & SE Quad
 Investigator(s): CLH/EEC Section, Township, Range: Albany
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): _____ Slope (%): _____
 Subregion (LRR or MLRA): _____ Lat: 40.60349 Long: -75.87253 Datum: _____
 Soil Map Unit Name: _____ NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/> Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Remarks: Experienced wetter than average year. Rainfall occurred within 48 hours of field investigation. Area is floodplain of Maiden Creek.	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> ___ Surface Water (A1) ___ True Aquatic Plants (B14) ___ High Water Table (A2) ___ Hydrogen Sulfide Odor (C1) ___ Saturation (A3) ___ Oxidized Rhizospheres on Living Roots (C3) ___ Water Marks (B1) ___ Presence of Reduced Iron (C4) ___ Sediment Deposits (B2) ___ Recent Iron Reduction in Tilled Soils (C6) ___ Drift Deposits (B3) ___ Thin Muck Surface (C7) ___ Algal Mat or Crust (B4) ___ Other (Explain in Remarks) ___ Iron Deposits (B5) ___ Inundation Visible on Aerial Imagery (B7) ___ Water-Stained Leaves (B9) ___ Aquatic Fauna (B13)	<u>Secondary Indicators (minimum of two required)</u> ___ Surface Soil Cracks (B6) ___ Sparsely Vegetated Concave Surface (B8) ___ Drainage Patterns (B10) ___ Moss Trim Lines (B16) ___ Dry-Season Water Table (C2) ___ Crayfish Burrows (C8) ___ Saturation Visible on Aerial Imagery (C9) ___ Stunted or Stressed Plants (D1) ___ Geomorphic Position (D2) ___ Shallow Aquitard (D3) ___ Microtopographic Relief (D4) ___ FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks: Rainfall 1-2 days prior to field investigation.	

VEGETATION (Four Strata) – Use scientific names of plants.

Sampling Point: NE & SE Quad

	Absolute % Cover	Dominant Species?	Indicator Status	
Tree Stratum (Plot size: _____)				Dominance Test worksheet:
1. <u>Juglans nigra</u>	85	Yes	FACU	Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata: <u>4</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50</u> (A/B)
4. _____	_____	_____	_____	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species <u>90</u> x 2 = <u>180</u> FAC species <u>5</u> x 3 = <u>15</u> FACU species <u>112</u> x 4 = <u>448</u> UPL species _____ x 5 = _____ Column Totals: <u>207</u> (A) <u>643</u> (B) Prevalence Index = B/A = <u>3.1</u>
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
85 = Total Cover				
Sapling/Shrub Stratum (Plot size: _____)				
1. <u>Multiflora rose</u>	15	No	FACU	
2. <u>Cornus amomum</u>	15	No	FACW	
3. <u>Lindera benzoin</u>	75	Yes	FACW	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
105 = Total Cover				
Herb Stratum (Plot size: _____)				
1. <u>Allium canadense</u>	10	Yes	FACU	
2. <u>Claytonia virginica</u>	5	Yes	FAC	
3. <u>Rumex crispus</u>	2	No	FACU	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
17 = Total Cover				
Woody Vine Stratum (Plot size: _____)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
_____ = Total Cover				
Remarks: (Include photo numbers here or on a separate sheet.) Floodplain of Maiden Creek.				Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>
				Hydrophytic Vegetation Indicators: <input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation <input type="checkbox"/> 2 - Dominance Test is >50% <input type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹ <input type="checkbox"/> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
Definitions of Four Vegetation Strata: Tree – Woody plants, excluding vines, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants, excluding vines, less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vine – All woody vines greater than 3.28 ft in height.				

WETLAND DETERMINATION DATA FORM – Eastern Mountains and Piedmont

Project/Site: 32A Little Round Top Road City/County: Berks Sampling Date: 12/9/11
 Applicant/Owner: Berks County State: PA Sampling Point: NW Quad
 Investigator(s): CLH/EEC Section, Township, Range: Albany
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): _____ Slope (%): _____
 Subregion (LRR or MLRA): _____ Lat: 40.60389 Long: -75.87327 Datum: _____
 Soil Map Unit Name: _____ NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/> Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Remarks: <p align="center">Experienced wetter than average year. Rainfall occurred within 48 hours of field investigation.</p>	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> ___ Surface Water (A1) ___ True Aquatic Plants (B14) ___ High Water Table (A2) ___ Hydrogen Sulfide Odor (C1) ___ Saturation (A3) ___ Oxidized Rhizospheres on Living Roots (C3) ___ Water Marks (B1) ___ Presence of Reduced Iron (C4) ___ Sediment Deposits (B2) ___ Recent Iron Reduction in Tilled Soils (C6) ___ Drift Deposits (B3) ___ Thin Muck Surface (C7) ___ Algal Mat or Crust (B4) ___ Other (Explain in Remarks) ___ Iron Deposits (B5) ___ Inundation Visible on Aerial Imagery (B7) ___ Water-Stained Leaves (B9) ___ Aquatic Fauna (B13)	<u>Secondary Indicators (minimum of two required)</u> ___ Surface Soil Cracks (B6) ___ Sparsely Vegetated Concave Surface (B8) ___ Drainage Patterns (B10) ___ Moss Trim Lines (B16) ___ Dry-Season Water Table (C2) ___ Crayfish Burrows (C8) ___ Saturation Visible on Aerial Imagery (C9) ___ Stunted or Stressed Plants (D1) ___ Geomorphic Position (D2) ___ Shallow Aquitard (D3) ___ Microtopographic Relief (D4) ___ FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks: <p align="center">Rainfall 1-2 days prior to field investigation.</p>	

VEGETATION (Four Strata) – Use scientific names of plants.

Sampling Point: NW Quad

	Absolute % Cover	Dominant Species?	Indicator Status		
Tree Stratum (Plot size: _____)					
1. <u>Juglans nigra</u>	20	Yes	FACU	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>20</u> (A/B)	
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
6. _____	_____	_____	_____		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
20 = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____	
Sapling/Shrub Stratum (Plot size: _____)					
1. <u>Multiflora rose</u>	10	Yes	FACU		
2. <u>Rubus sp.</u>	7	Yes	---		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
6. _____	_____	_____	_____		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
_____ = Total Cover					
Herb Stratum (Plot size: _____)					
1. <u>Glechoma hederacea</u>	20	Yes	FACU	Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation ___ 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0 ¹ ___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain)	
2. <u>Plantago major</u>	17	Yes	FACU		
3. <u>Allium canadense</u>	15	No	FACU		
4. <u>Solidago sp.</u>	15	No	---		
5. <u>Carex sp.</u>	5	No	---		
6. <u>Claytonia virginica</u>	5	No	FAC		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
9. _____	_____	_____	_____		
10. _____	_____	_____	_____		
11. _____	_____	_____	_____		
12. _____	_____	_____	_____		
_____ = Total Cover					
Woody Vine Stratum (Plot size: _____)					
1. <u>Japanese honeysuckle</u>	7	Yes	FAC	Definitions of Four Vegetation Strata: Tree – Woody plants, excluding vines, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/Shrub – Woody plants, excluding vines, less than 3 in. DBH and greater than 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vine – All woody vines greater than 3.28 ft in height.	
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
5. _____	_____	_____	_____		
6. _____	_____	_____	_____		
7 = Total Cover					
Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/>					
Remarks: (Include photo numbers here or on a separate sheet.) Maintained lawn.					

WETLAND DETERMINATION DATA FORM – Eastern Mountains and Piedmont

Project/Site: 32A Little Round Top Road City/County: Berks Sampling Date: 12/9/11
 Applicant/Owner: Berks County State: PA Sampling Point: SW Quad
 Investigator(s): CLH/EEC Section, Township, Range: Albany
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): _____ Slope (%): _____
 Subregion (LRR or MLRA): _____ Lat: 40.60357 Long: -75.87303 Datum: _____
 Soil Map Unit Name: _____ NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <input checked="" type="checkbox"/> Hydric Soil Present? Yes _____ No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Remarks: Experienced wetter than average year. Rainfall occurred within 48 hours of field investigation. Area is floodplain of Maiden Creek.	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> ___ Surface Water (A1) ___ True Aquatic Plants (B14) ___ High Water Table (A2) ___ Hydrogen Sulfide Odor (C1) ___ Saturation (A3) ___ Oxidized Rhizospheres on Living Roots (C3) ___ Water Marks (B1) ___ Presence of Reduced Iron (C4) ___ Sediment Deposits (B2) ___ Recent Iron Reduction in Tilled Soils (C6) ___ Drift Deposits (B3) ___ Thin Muck Surface (C7) ___ Algal Mat or Crust (B4) ___ Other (Explain in Remarks) ___ Iron Deposits (B5) ___ Inundation Visible on Aerial Imagery (B7) ___ Water-Stained Leaves (B9) ___ Aquatic Fauna (B13)	<u>Secondary Indicators (minimum of two required)</u> ___ Surface Soil Cracks (B6) ___ Sparsely Vegetated Concave Surface (B8) ___ Drainage Patterns (B10) ___ Moss Trim Lines (B16) ___ Dry-Season Water Table (C2) ___ Crayfish Burrows (C8) ___ Saturation Visible on Aerial Imagery (C9) ___ Stunted or Stressed Plants (D1) ___ Geomorphic Position (D2) ___ Shallow Aquitard (D3) ___ Microtopographic Relief (D4) ___ FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes _____ No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks: Rainfall 1-2 days prior to field investigation.	

VEGETATION (Four Strata) – Use scientific names of plants.

Sampling Point: SW Quad

	Absolute % Cover	Dominant Species?	Indicator Status	
Tree Stratum (Plot size: _____)				
1. <i>Juglans nigra</i>	30	Yes	FACU	
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
	30	= Total Cover		
Sapling/Shrub Stratum (Plot size: _____)				
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
	105	= Total Cover		
Herb Stratum (Plot size: _____)				
1. <i>Microstegium vimineum</i>	100	Yes	FAC	
2. <i>Solidago altissima</i>	30	Yes	FACU	
3. <i>Setaria pumila</i>	7	No	FAC	
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
11. _____				
12. _____				
	137	= Total Cover		
Woody Vine Stratum (Plot size: _____)				
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
		_____ = Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33 (A/B)

Prevalence Index worksheet:

Total % Cover of: _____ Multiply by: _____

OBL species _____ x 1 = _____

FACW species _____ x 2 = _____

FAC species _____ x 3 = _____

FACU species _____ x 4 = _____

UPL species _____ x 5 = _____

Column Totals: _____ (A) _____ (B)

Prevalence Index = B/A = _____

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0¹

___ 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Four Vegetation Strata:

Tree – Woody plants, excluding vines, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/Shrub – Woody plants, excluding vines, less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vine – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes _____ No

Remarks: (Include photo numbers here or on a separate sheet.)

Floodplain of Maiden Creek.

6. Color Photographs



Berks County Bridge 32A – Greenawalt Bridge
Looking east from Little Round Top Road
Albany Township, Berks County



Berks County Bridge 32A – Greenawalt Bridge
Looking upstream from Maiden Creek
Albany Township, Berks County

7. Erosion and Sediment Control Plan

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO ANY EARTH DISTURBANCE. ALL CONSTRUCTION ACTIVITIES THAT MIGHT CAUSE EARTH DISTURBANCE ARE LIMITED TO AREAS IMMEDIATELY UPSLOPE OF THE TURBIDITY CURTAIN. THIS WILL BE DONE TO PREVENT TURBID SEDIMENTS FROM ENTERING WATERS OF THE COMMONWEALTH WHILE WORK IS BEING DONE.
3. INSTALL ROCK CONSTRUCTION ENTRANCE AS INDICATED BY THE DETAIL. NOTE THAT ROCK CONSTRUCTION ENTRANCE LOCATIONS TO BE FINALIZED DURING THE PRECONSTRUCTION MEETING.
4. CONSTRUCT COFFERDAM IN THE STREAM AROUND THE WORK AREAS INDICATED ON THE PLAN. THIS WILL BE DONE TO PREVENT CONSTRUCTION DEBRIS AND SEDIMENT FROM ENTERING WATERS OF THE COMMONWEALTH WHILE WORK IS BEING COMPLETED.
5. INSTALL PUMPED WATER FILTER BAG TO CLEAN SEDIMENT LADEN WATER IN THE COFFERDAM AND PUMP CLEAN WATER INTO AN UNDISTURBED AREA AND ALLOW TO FLOW INTO STREAM.
6. INSTALL GROUT BAG UNDERPINNING AND ROCK PROTECTION AROUND PIERS AS INDICATED ON THE PLAN AND DETAILS. COMPLETE REPAIRS TO BRIDGE SUBSTRUCTURE AS INDICATED ON THE PLAN AND DETAILS.
7. ONCE WORK IS COMPLETE, CLEAN OUT SEDIMENT DEPOSITED PRIOR TO REMOVING COFFERDAM AND PUMPED WATER FILTER BAG.
8. REMOVE COFFERDAM ONCE THE SURROUNDING AREA IS STABILIZED.
9. REMOVE ROCK CONSTRUCTION ENTRANCE ONCE THE DISTURBED AREA IS STABILIZED.
10. AFTER FINAL STABILIZATION HAS BEEN ACHIEVED PLACE TOPSOIL, SEED, AND MULCH AS NECESSARY.

GENERAL NOTES:

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, INVITE ALL CONTRACTORS INVOLVED IN THAT ACTIVITY, THE LANDOWNERS, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE BERKS COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING.

NOTIFY THE COUNTY CONSERVATION DISTRICT THREE (3) DAYS PRIOR TO THE START OF EARTH DISTURBANCE. TELEPHONE NUMBER: (610) 372-4655.

PROCEED WITH ALL EARTH DISTURBANCE ACTIVITIES IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWING. DEVIATION FROM THAT SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE BERKS COUNTY CONSERVATION DISTRICT OR BY PA DEP PRIOR TO IMPLEMENTATION.

THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPENDIX 6A "EROSION CONTROL RULES AND REGULATIONS", "PROTECTION OF NATURAL RESOURCES", "EROSION CONTROL", "WATER RESOURCES", AND CHAPTER 102, "EROSION CONTROL".

MINIMIZE ALL EROSION AND AIR/WATER POLLUTION THROUGHOUT CONSTRUCTION OPERATIONS. FOLLOW ALL FEDERAL, STATE, AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT.

IT IS CRUCIAL THAT THE CONTRACTOR STAYS WITHIN THE DESIGNATED CONSTRUCTION AREA AND FOLLOWS PROPER EROSION CONTROL METHODS.

EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE WITHIN THE TRIBUTARY AREAS OF THOSE CONTROLS.

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS.

ADDRESS ALL AREAS REQUIRING INTERIM OR FINAL STABILIZATION WITHIN SEVENTY-TWO (72) HOURS OF COMPLETION OF DISTURBANCE.

PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE HANDLED IN A RESPONSIBLE AND TIMELY MANNER. OBTAIN E&S/PC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE BERKS COUNTY CONSERVATION DISTRICT OR PA DEP AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE.

REMOVE AS LITTLE NATURAL VEGETATIVE COVER AS NECESSARY TO ACHIEVE PROPER GRADING. PROTECT EXISTING TREES AND SHRUBS TO ELIMINATE UNNECESSARY DAMAGE.

TOPSOIL AND TREES, INCLUDING ROOTS, SHALL BE REMOVED FROM AREAS PROPOSED FOR GRADING. TOPSOIL SHALL BE STOCKPILED AND TEMPORARILY SEEDED UNTIL AREAS HAVE BEEN GRADED. ONCE THE AREA HAS REACHED FINAL GRADE THE TOPSOIL CAN BE REDISTRIBUTED FOR APPLICATION OF PERMANENT SEEDING. DO NOT OPERATE ANY EQUIPMENT IN THE CREEK.

REMOVE ALL DEBRIS FROM THE CREEK WHICH MAY BE DEPOSITED DURING THE SCHEDULED MAINTENANCE WORK.

GENERAL NOTES (CONTINUED):

ANY COMPOST FILTER SOCKS THAT HAVE BEEN OVERTOPPED OR UNDERMINED SHALL BE REMOVED AND REPLACED WITH A ROCK FILTER IMMEDIATELY. THEY SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL.

ALL SURROUNDING STREETS ARE TO BE KEPT CLEAN OF ALL DROPPINGS AND TRACKINGS.

WHENEVER SEDIMENTATION IS CAUSED BY STRIPPING VEGETATION, REGRADING OR DEVELOPMENT IN GENERAL, IT IS IMPORTANT TO REMOVE SEDIMENT FROM ALL ADJOINING PROPERTIES TO SURFACE, DRAINAGE SYSTEMS AND WATER COURSES IMMEDIATELY.

ALL SEEDED AREAS WHICH HAVE BEEN WASHED AWAY WILL BE FILLED, RESEEDED AND REMULCHED IMMEDIATELY.

ENSURE THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS, (29 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.

STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.

ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED AND WHICH WILL REMAIN EXPOSED MUST BE STABILIZED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MAY BE STABILIZED IN ACCORDANCE WITH TEMPORARY SEEDING SPECIFICATIONS. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL BE NOT REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH PERMANENT SEEDING SPECIFICATIONS.

DIVERSIONS, CHANNELS, SEDIMENTATION BASINS, SEDIMENT TRAPS, AND STOCKPILES MUST BE STABILIZED IMMEDIATELY.

AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A 100% PERCENT VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

IF UNFORESEEN CONDITIONS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE COUNTY IN ACCORDANCE WITH PUBLICATION 408, SPECIFICATIONS, SECTION 110.02.

REMEDY UNFORESEEN EROSION CONDITIONS WHICH DEVELOP DURING CONSTRUCTION AND PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUN-OFF AND/OR SEDIMENT DISPLACEMENT. GIVE SPECIAL ATTENTION TO FROZEN SLOPES, HOLD STOCKPILES OF WOOD CHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY EROSION PROBLEMS.

IF FURTHER ASSISTANCE IS NEEDED FOR THE PROPER IMPLEMENTATION OF THIS PLAN CONTACT THE BERKS COUNTY CONSERVATION DISTRICT AT (610) 372-4655.

SEEDING AND SOIL SUPPLEMENT SPECIFICATIONS	SEEDING RATE LBS. PER 1000 S.Y.	SOIL SUPPLEMENTS			MULCHING LBS. PER 1000 S.Y.	% BY MASS	MINIMUM %		
		LIMESTONE LBS./1000 S.Y.	FERTILIZER LBS./1000 S.Y.				PURITY	GERMINATION	MAX. % WEED SEED
FORMULA B PERENNIAL RYEGRASS, CREEPING RED OR CHEWING FESCUE AND KENTUCKY BLUEGRASS MIX	10.0	800.0	0	1200 (STRAW)	20.0 30.0 50.0	98.0 98.0 98.0	90.0 85.0 80.0	0.15 0.15 0.20	
FORMULA E ANNUAL RYE GRASS	10.0	800.0	0	1200 (HAY)	100.0	98.0	90.0	0.15	



CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE (3) WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND TEN (10) WORKING DAYS FOR DESIGN PHASE STOP. CALL 1-800-242-1176

PAI System Inc.
ALBANY TOWNSHIP, BERKS COUNTY
Set-101 No. 20113471334

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.



Susan M. Quisenberry
ENGINEER

McCormick Taylor
Engineers & Planners
Since 1946

Valley Creek Corporate Center
522 Valley Creek Boulevard
Edin, PA 19341
Tel: (610) 940-3500
Fax: (610) 940-3503

BERKS COUNTY BRIDGE 32A

ALBANY TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

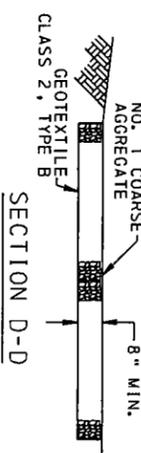
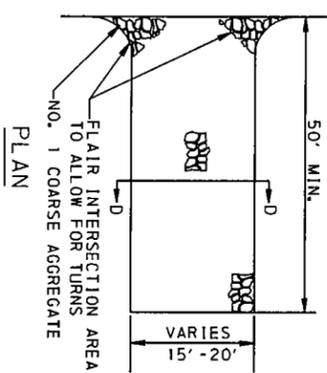
EROSION AND SEDIMENT CONTROL PLAN

JOB NO. 1
SCALE: N.T.S.
DATE: 5/10/2012
DRAWN: KJP
CHKD: SMGC
SHEET: 1 OF 2

NO.	DATE	REVISION

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

ESTIMATED QUANTITIES ROCK CONSTRUCTION ENTRANCE (INFORMATION ONLY)			
DESCRIPTION	UNIT	TOTAL	
GEOTEXTILE, CLASS 2, TYPE B	SY	150	
NO. 1 COARSE AGGREGATE	CY	35	



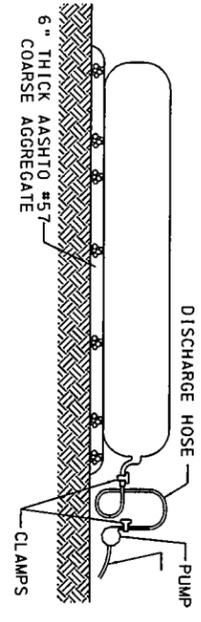
ROCK CONSTRUCTION ENTRANCE

- ROCK CONSTRUCTION ENTRANCE NOTES:**
1. PLACE GEOTEXTILE OVER THE ENTIRE AREA PRIOR TO PLACING OF STONES.
 2. SURFACE WATER: PIPE ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES ACROSS THE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
 3. MAINTENANCE: MAINTAIN THE ENTRANCE IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO THE PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONES AS CONDITIONS DEMAND AND REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT. REMOVE ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO THE PUBLIC RIGHT-OF-WAY IMMEDIATELY. SEDIMENT MAY NOT BE WASHED FROM STREET.
 4. PROVIDE PERIODIC INSPECTION AND NEEDED MAINTENANCE AFTER EACH RAINFALL.

PUMPED WATER FILTER BAG NOTES:

1. THE SEDIMENT FILTER BAG FOR PUMPED WATER IS A NON-MOVING GEOTEXTILE FILTER BAG WHICH RETAINS ALL SEDIMENT PARTICLES LARGER THAN SIEVE #100.
2. PLACE THE FILTER BAG ON 6 INCH THICK BLANKET OF AREA FLATTER THAN 20' OR AN AREA WHICH WILL NOT ERODE WHEN SUBJECTED TO BAG DISCHARGES.
3. CLAMP PUMP DISCHARGE HOSE SECURELY INTO FILTER BAG.
4. LIMIT THE PUMPING RATE TO 1/2 THE MANUFACTURER'S MAXIMUM PUMPING RATE.
5. IMMEDIATELY REMOVE THE FILTER BAG FROM SERVICE OR REPLACE WHEN SEDIMENT FILL 1/2 THE VOLUME OF THE BAG. PROPERLY DISPOSE OF SPENT BAGS WITH THEIR SEDIMENTS.
6. DO NOT ALLOW THE DISCHARGE FROM THE FILTER BAG TO PASS THROUGH AN UNSTABILIZED DISTURBED AREA OR CAUSE AN EROSION PROBLEM DOWN SLOPE.
7. KEEP THE SEDIMENT CONTROL DEVICES IN PLACE UNTIL ALL DISTURBED AREAS ARE STABILIZED.

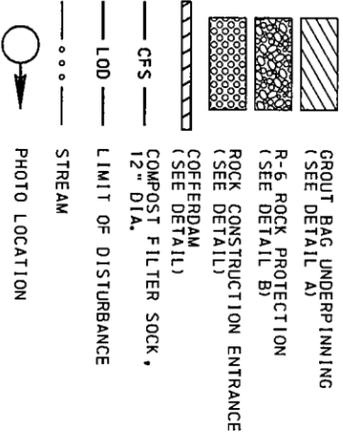
PUMPED WATER FILTER BAG



ESTIMATED QUANTITIES SEDIMENT FILTER BAG (INFORMATION ONLY)		
DESCRIPTION	TOTAL	
NO. 57 COARSE AGGREGATE	2 CY	
FILTER BAGS	1 EACH	

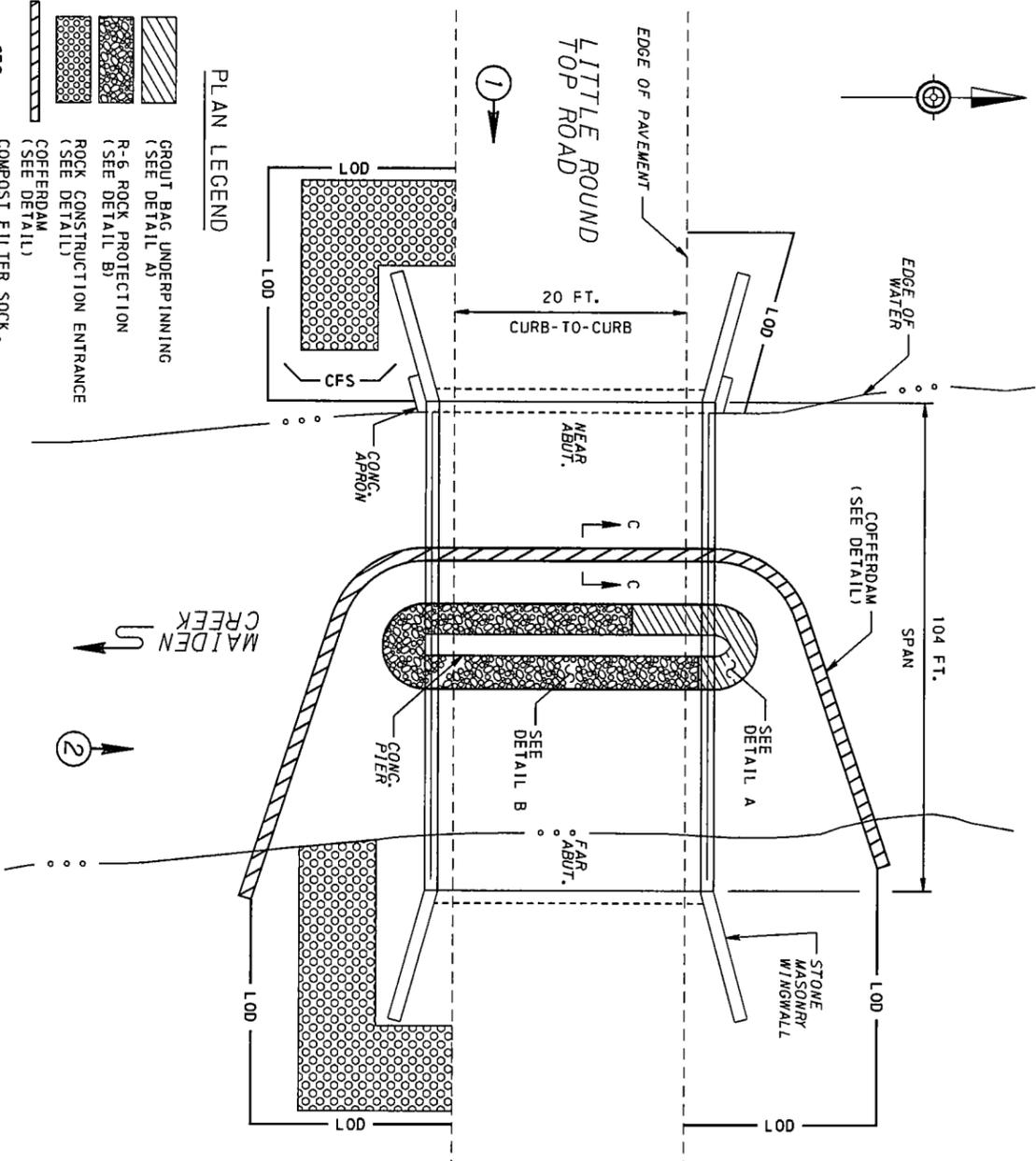
NOT TO SCALE

PLAN LEGEND



PLAN

NOT TO SCALE

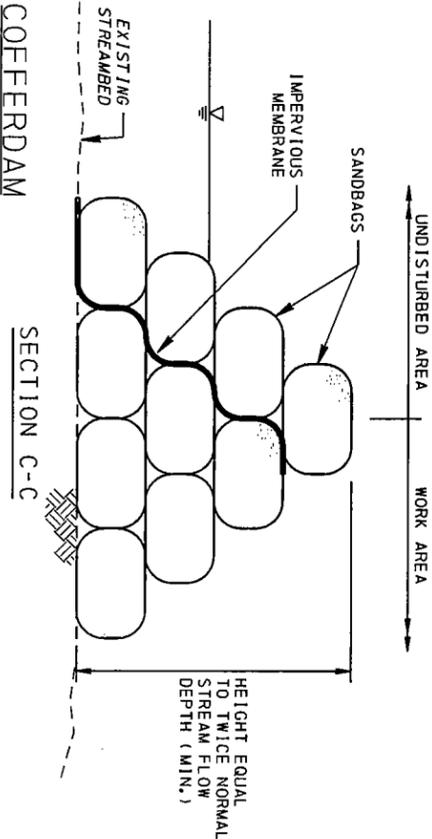


COMPOST FILTER SOCK NOTES:

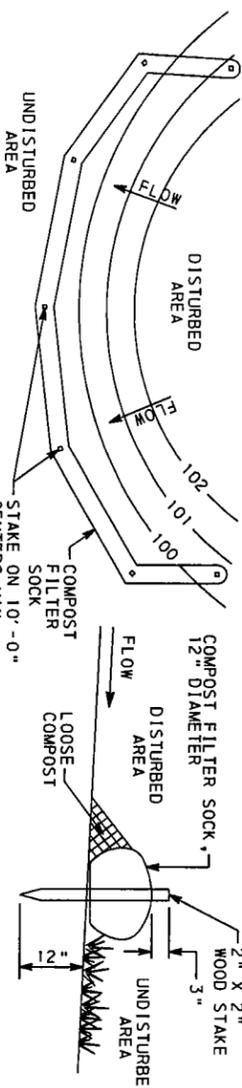
1. REMOVE DEPOSITS WHEN SEDIMENT ACCUMULATION IS ONE THIRD THE HEIGHT OF THE EXPOSED COMPOST FILTER BERM OR ONE HALF OF THE EXPOSED COMPOST FILTER SOCK.
2. PLACE COMPOST FILTER SOCK/BERM ON LEVEL GRADE. EXTEND BOTH ENDS OF THE COMPOST FILTER SOCK/BERM AT LEAST 8'-0" UPSLOPE AT 45° TO THE MAIN ALIGNMENT.
3. REPLACE THE BIODEGRADABLE FILTER SOCK AFTER 6 MONTHS; PHOTODEGRADABLE AFTER 12 MONTHS.
4. ANY SECTION WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A TEMPORARY ROCK FILTER OUTLET (SEE DETAIL ABOVE).

COFFERDAM

NOT TO SCALE



SECTION C-C

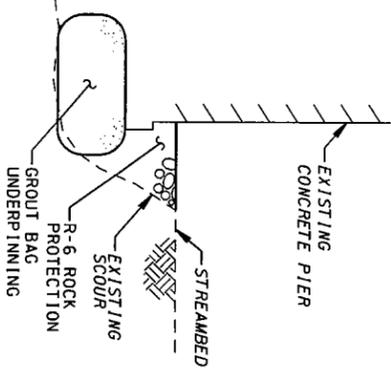


COMPOST FILTER SOCK, 12" DIAMETER

NOT TO SCALE

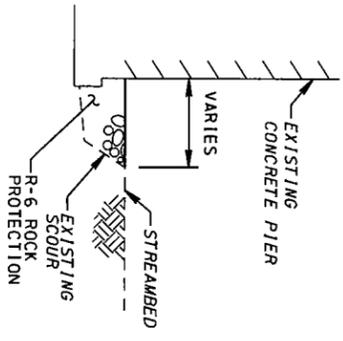
DETAIL A

NOT TO SCALE



DETAIL B

NOT TO SCALE



McCormick Taylor
Engineers & Planners
Since 1946

Valley Creek Corporate Center
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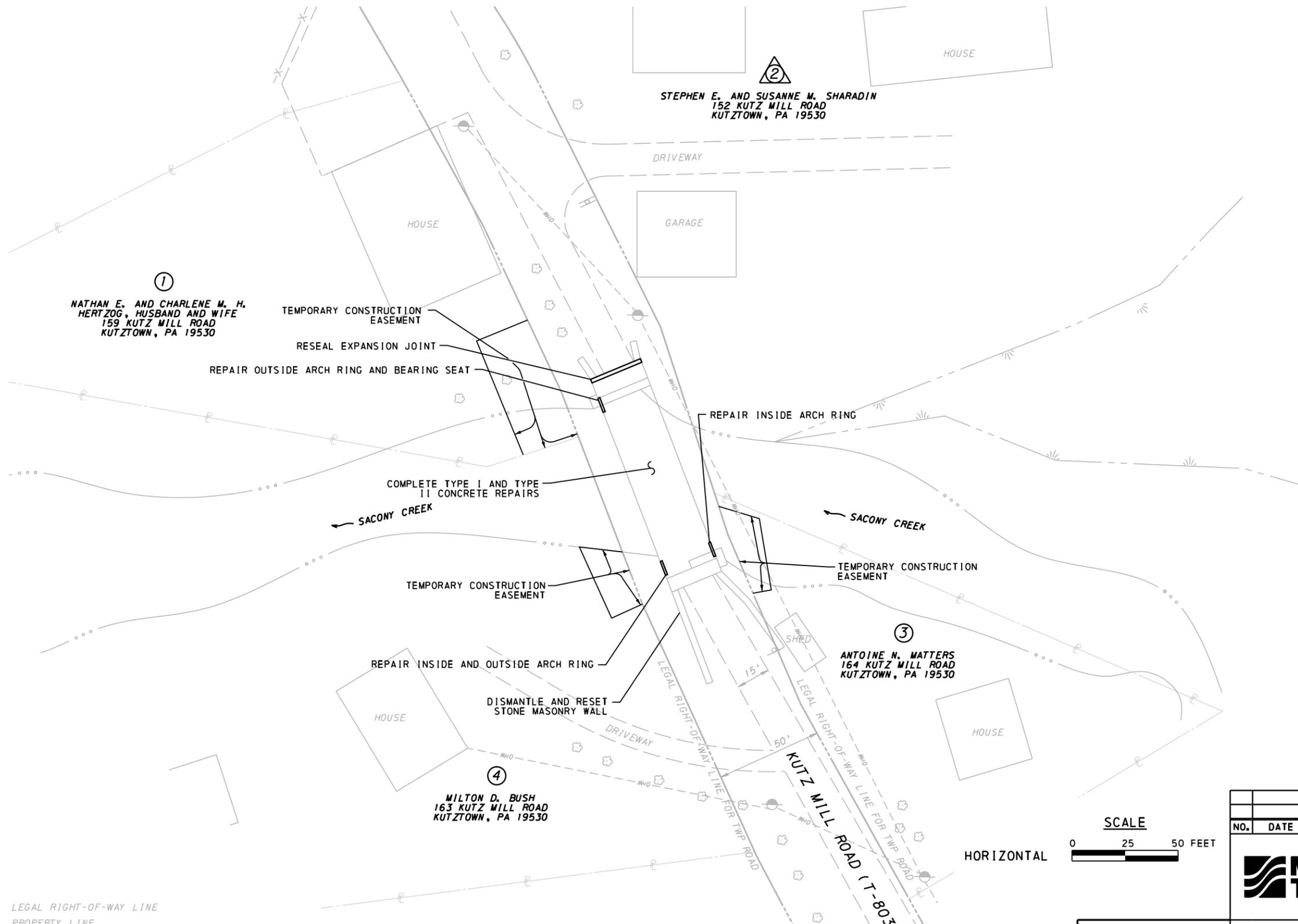
BERKS COUNTY BRIDGE 32A

ALBANY TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

EROSION AND SEDIMENT CONTROL PLAN

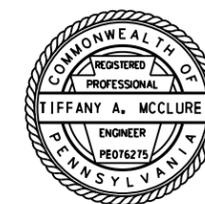
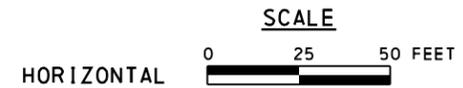
JOB NO. 1	DRN: RJP	DATE: 5/10/2012
SCALE: N.T.S.	CHKD: SMGC	SHEET: 2 OF 2

APPENDIX B CONSTRUCTION DOCUMENTS



LEGEND

- LEGAL RIGHT-OF-WAY LINE
- PROPERTY LINE
- EXISTING STREAM
- EXISTING FENCE
- EXISTING TREE
- EXISTING UTILITY POLE
- PARCEL IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER - NO TAKE



NO.	DATE	REVISION

McCORMICK TAYLOR
Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

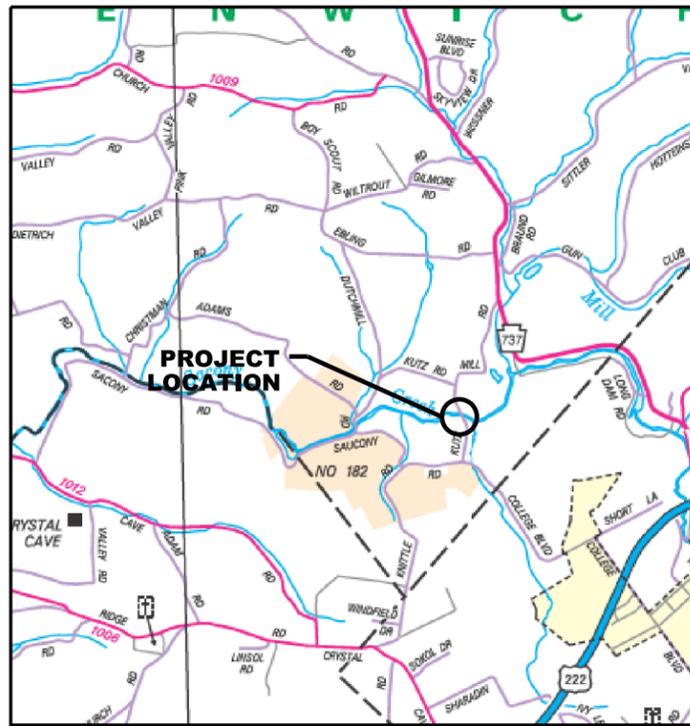
BERKS COUNTY BRIDGE No. 46E

KUTZ MILL ROAD OVER SACONY CREEK
GREENWICH TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

CONSTRUCTION PLAN

JOB NO.: 05368.001	DRWN: MAK	DATE: 8/19/2025
SCALE: AS STATED	CHKD: TAM	SHEET: 1 OF 1

\\FTS\Public\Berks County\Guide Rati 2023-4\Microstation\Plan Set\46E\ES01.dgn 6/10/2025



LOCATION MAP

LEGEND

- TOWNSHIP ROAD
- STATE ROUTE
- STREAM



•TOTAL DISTURBED AREA FOR THIS PROJECT IS 0.32 ACRES.

WATERSHED NOTES:

ACCORDING TO CHAPTER 93 WATER QUALITY STANDARDS, SACONY CREEK IS LISTED AS A TROUT STOCKED FISHERIES (TSF) AND MIGRATORY FISHERIES (MF) AND IS LISTED AS APPROVED TROUT WATERS BY THE PENNSYLVANIA FISH AND BOAT COMMISSION. THERE IS AN IN STREAM RESTRICTION FROM FEBRUARY 15 TO JUNE 1 IN WHICH CONSTRUCTION ACTIVITIES WITHIN SACONY CREEK ARE PROHIBITED.

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE (3) WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND TEN (10) WORKING DAYS FOR DESIGN PHASE - STOP, CALL 1-800-242-1776

PA1 System Inc.
GREENWICH TOWNSHIP, BERKS COUNTY

NOTE: FINAL PA ONE CALL TO BE PERFORMED PRIOR TO THE START OF WORK BY PROJECT OWNER AS A PART OF THE FINAL UTILITY COORDINATION NECESSARY TO COMPLETE THE PROJECT.

SEEDING AND SOIL SUPPLEMENT SPECIFICATIONS								
FORMULA AND SPECIES	SEEDING RATE LBS./1000 S.Y.	SOIL SUPPLEMENTS			% BY MASS	MINIMUM %		MAX. % WEED SEED
		LIMESTONE LBS./1000 S.Y.	FERTILIZER LBS./1000 S.Y.	MULCHING LBS./1000 S.Y.		PURITY	GERMINATION	
FORMULA B RESIDENTIAL MIX **	42.0 TOTAL **	800	140 *	1200 (STRAW)	**	**	**	**
FORMULA C RESIDENTIAL MIX **	12.0 TOTAL **	800	140 *	1200 (STRAW)	**	**	**	**
FORMULA T TEMPORARY GRASS MIX **	6.0 TOTAL **	800	0	1200 (HAY)	**	**	**	**

- APPLY SLOW-RELEASE NITROGEN FERTILIZER AS SPECIFIED IN PENNDOT PUB. 408, SECTION 804.3(C)
- REFER TO PENNDOT PUB. 408, CHANGE 7, SECTION 804.2(C), TABLE B, SEEDING REQUIREMENTS

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.

2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO ANY EARTH DISTURBANCE.

3. CLEAR AND GRUB AS NECESSARY.

PHASE 1

1. INSTALL PHASE 1 E&S MEASURES AT THE SOUTH SIDE OF THE STRUCTURE AS INDICATED ON THE PLAN SHEET 4 OF 4.

2. CONSTRUCT PHASE 1 TEMPORARY WATER DIVERSION SYSTEM AROUND THE SOUTH ABUTMENT OF THE EXISTING STRUCTURE AS SHOWN ON THE PLANS. THIS WILL BE DONE TO PREVENT DEBRIS AND SEDIMENT FROM ENTERING WATERS OF THE COMMONWEALTH WHILE WORK IS BEING COMPLETED.

3. INSTALL PHASE 1 PUMPED WATER FILTER BAG TO INTAKE AND CLEAN SEDIMENT LADEN WATER IN THE WORK AREA. DISCHARGE CLEAN WATER IN AN UNDISTURBED AREA AND ALLOW CLEAN WATER TO FLOW INTO CREEK DOWNSTREAM OF THE WORK AREA.

4. REPAIR THE WEST INSIDE AND OUTSIDE ARCH RING AND EAST INSIDE ARCH RING.

5. REMOVE TEMPORARY WATER DIVERSION SYSTEM. DISPOSE OF DEBRIS AND WASTE APPROPRIATELY.

PHASE 2

1. INSTALL PHASE 2 E&S MEASURES AT THE NORTH SIDE OF THE STRUCTURE AS INDICATED ON THE PLAN SHEET 4 OF 4.

2. CONSTRUCT PHASE 2 TEMPORARY WATER DIVERSION SYSTEM AROUND THE NORTH ABUTMENT OF THE EXISTING STRUCTURE AS SHOWN ON THE PLANS. THIS WILL BE DONE TO PREVENT DEBRIS AND SEDIMENT FROM ENTERING WATERS OF THE COMMONWEALTH WHILE WORK IS BEING COMPLETED.

3. REPAIR THE WEST OUTSIDE ARCH RING AND BEARING SEAT.

4. REMOVE TEMPORARY WATER DIVERSION SYSTEM. DISPOSE OF DEBRIS AND WASTE APPROPRIATELY.

5. COMPLETE TYPE I AND TYPE II CONCRETE REPAIRS THROUGHOUT THE DECK.

6. RESEAL THE DECK JOINTS.

7. RESTORE ALL DISTURBED AREAS TO ITS ORIGINAL CONDITION, PLACE TOPSOIL, SEE, MULCH, AND EROSION CONTROL BLANKET AS NECESSARY TO STABILIZE RESORED GROUND.

8. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN-OUT, REPAIR, REPLACEMENT, RE-GRADING, RE-SEEDING, AND RE-MULCHING, MUST BE PERFORMED IMMEDIATELY.

9. AFTER FINAL STABILIZATION HAS BEEN ACHIEVED, EROSION AND SEDIMENT CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF CONTROLS MUST BE STABILIZED BY SEEDING AND MULCHING APPROPRIATELY.

GENERAL NOTES:

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, INVITE ALL CONTRACTORS INVOLVED IN THAT ACTIVITY, THE LANDOWNERS, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE BERKS COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING. BERKS COUNTY CONSERVATION DISTRICT TELEPHONE NUMBER: (610) 372-4657.

PROCEED WITH ALL EARTH DISTURBANCE ACTIVITIES IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWING. DEVIATION FROM THAT SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE BERKS COUNTY CONSERVATION DISTRICT OR BY PA DEP PRIOR TO IMPLEMENTATION.

THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, "EROSION CONTROL RULES AND REGULATIONS", "PROTECTION OF NATURAL RESOURCES", ARTICLE 11, "WATER RESOURCES", AND CHAPTER 102, "EROSION CONTROL".

MINIMIZE ALL EROSION AND AIR/WATER POLLUTION THROUGHOUT CONSTRUCTION OPERATIONS. FOLLOW ALL FEDERAL, STATE, AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT.

IT IS CRUCIAL THAT THE CONTRACTOR STAYS WITHIN THE DESIGNATED CONSTRUCTION AREA AND FOLLOWS PROPER EROSION CONTROL METHODS.

EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE WITHIN THE TRIBUTARY AREAS OF THOSE CONTROLS.

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS. ADDRESS ALL AREAS REQUIRING INTERIM OR FINAL STABILIZATION WITHIN SEVENTY-TWO (72) HOURS OF COMPLETION OF DISTURBANCE.

PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE HANDLED IN A RESPONSIBLE AND TIMELY MANNER.

OBTAIN E&SPC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE BERKS COUNTY CONSERVATION DISTRICT OR PA DEP, AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE. REMOVE AS LITTLE NATURAL VEGETATIVE COVER AS NECESSARY TO ACHIEVE PROPER GRADING. PROTECT EXISTING TREES AND SHRUBS TO ELIMINATE UNNECESSARY DAMAGE.

TOPSOIL AND TREES, INCLUDING ROOTS, SHALL BE REMOVED FROM AREAS PROPOSED FOR GRADING. TOPSOIL SHALL BE STOCKPILED AND TEMPORARILY SEEDED UNTIL AREAS HAVE BEEN GRADED. ONCE THE AREA HAS REACHED FINAL GRADE THE TOPSOIL CAN BE REDISTRIBUTED FOR APPLICATION OF PERMANENT SEEDING. DO NOT OPERATE ANY EQUIPMENT IN THE CREEK.

REMOVE ALL DEBRIS FROM THE CREEK WHICH MAY BE DEPOSITED DURING THE SCHEDULED MAINTENANCE WORK.

GENERAL NOTES (CONTINUED):

ANY COMPOST FILTER SOCKS THAT HAVE BEEN OVERTOPPED OR UNDERMINED SHALL BE REMOVED AND REPLACED WITH A ROCK FILTER IMMEDIATELY. THEY SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL.

ALL SURROUNDING STREETS ARE TO BE KEPT CLEAN OF ALL DROPPINGS AND TRACKINGS.

WHENEVER SEDIMENTATION IS CAUSED BY STRIPPING VEGETATION, REGRADING OR DEVELOPMENT IN GENERAL, IT IS IMPORTANT TO REMOVE SEDIMENT FROM ALL ADJOINING PROPERTIES, SURFACE, DRAINAGE SYSTEMS AND WATER COURSES IMMEDIATELY.

ALL SEEDED AREAS WHICH HAVE BEEN WASHED AWAY WILL BE FILLED, RESEEDED AND REMULCHED IMMEDIATELY.

ENSURE THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL.

ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.

STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.

ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED AND WHICH WILL REMAIN EXPOSED MUST BE STABILIZED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MAY BE STABILIZED IN ACCORDANCE WITH TEMPORARY SEEDING SPECIFICATIONS. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL BE NOT REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH PERMANENT SEEDING SPECIFICATIONS.

DIVERSIONS, CHANNELS, SEDIMENTATION BASINS, SEDIMENT TRAPS, AND STOCKPILES MUST BE STABILIZED IMMEDIATELY.

AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A 100% (PERCENT) VEGETATIVE OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

IF UNFORESEEN CONDITIONS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE COUNTY IN ACCORDANCE WITH PUBLICATION 408, SPECIFICATIONS, SECTION 110.02.

REMEDY UNFORESEEN EROSION CONDITIONS WHICH DEVELOP DURING CONSTRUCTION AND PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUN-OFF AND/OR SEDIMENT DISPLACEMENT. GIVE SPECIAL ATTENTION TO FROZEN SLOPES. HOLD STOCKPILES OF WOOD CHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY EROSION PROBLEMS.

IF FURTHER ASSISTANCE IS NEEDED FOR THE PROPER IMPLEMENTATION OF THIS PLAN CONTACT THE BERKS COUNTY CONSERVATION DISTRICT AT (610) 372-4655.

NO.	DATE	REVISION

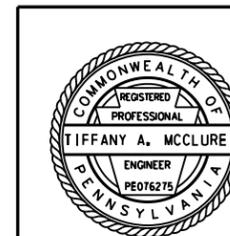
Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

BERKS COUNTY BRIDGE No. 46E

KUTZ MILL ROAD OVER SACONY CREEK
GREENWICH TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

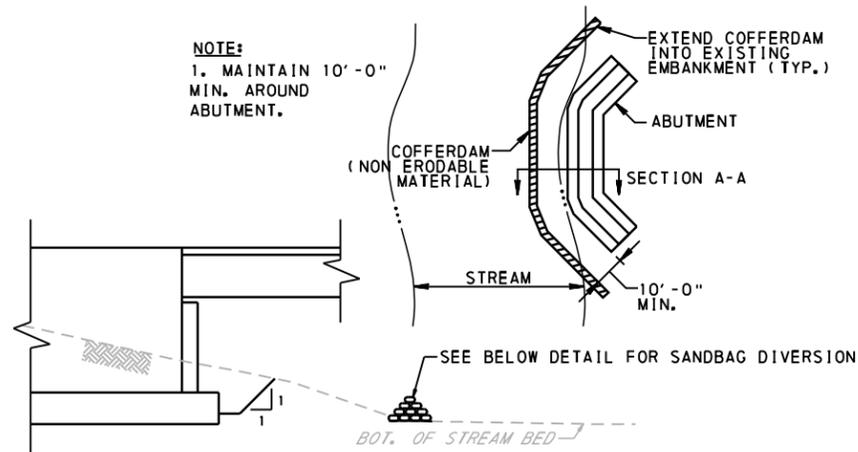
EROSION AND SEDIMENT POLLUTION CONTROL PLANS

JOB NO.: 05368.001	DRWN: MAK	DATE: 6/10/2025
SCALE: N. T. S.	CHKD: TAM	SHEET: 1 OF 4



NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

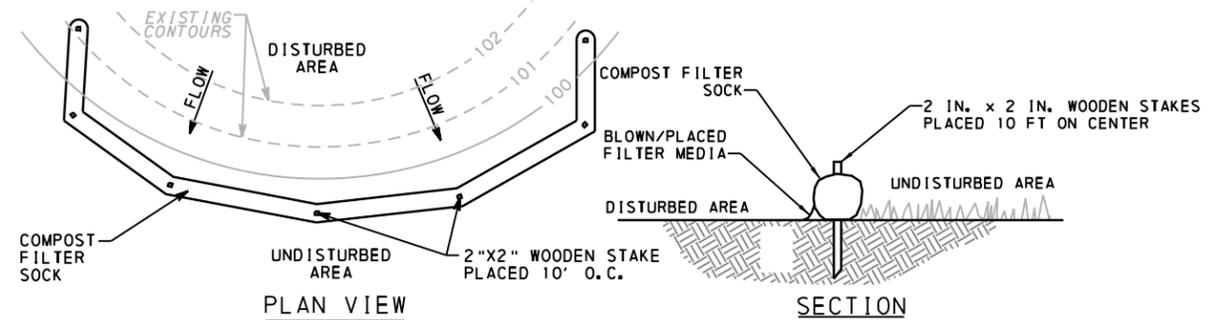
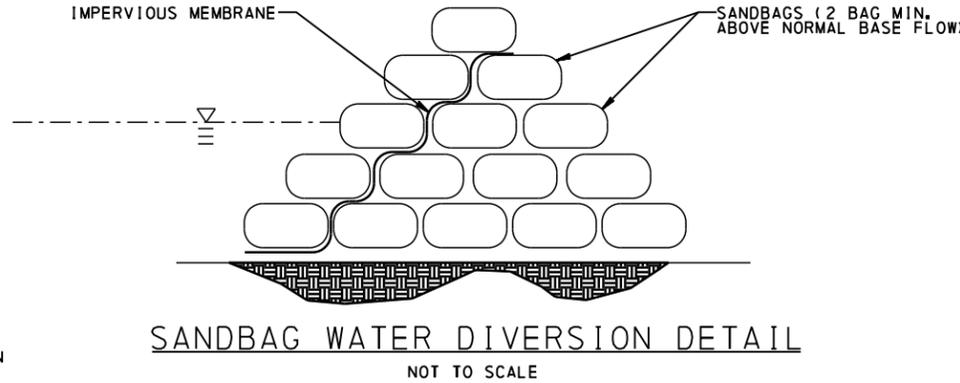
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SECTION A-A
NOT TO SCALE
TEMPORARY WATER DIVERSION SYSTEM

NOTES:

1. INSTALL THE COFFERDAM FOR THE PURPOSE OF EROSION CONTROL WHEN REPAIRING THE EXISTING SUBSTRUCTURE AND PERFORMING REPAIRS.
2. INSTALL THE COFFERDAM FROM UPSTREAM TO DOWNSTREAM.
3. DISPOSE OF ALL EXCAVATED MATERIALS IN AN APPROVED DISPOSAL AREA UNLESS OTHERWISE APPROVED ON THE PLANS.
4. WATER THAT ACCUMULATES BETWEEN THE COFFERDAMS WILL BE PUMPED TO THE SEDIMENT FILTER BAG.

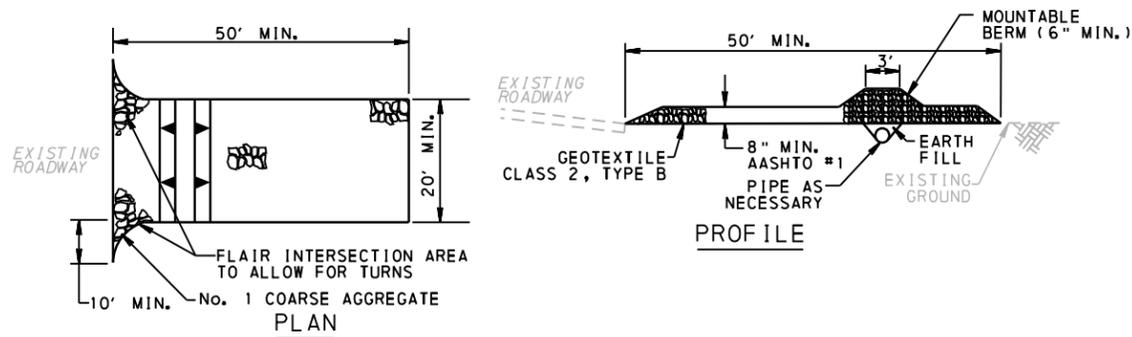


COMPOST FILTER SOCK, 12" DIAMETER

NOT TO SCALE
(ITEM No. 0867-0012)

NOTES:

1. SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
4. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
5. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
6. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.
7. IF COMPOST FILTER SOCKS FAIL, REMOVE FILTER SOCK AND INSTALL HEAVY DUTY SILT BARRIER FENCE.



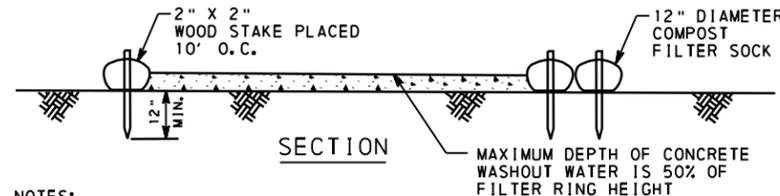
ROCK CONSTRUCTION ENTRANCE

NOT TO SCALE
(ITEM No. 0849-0010)

NOTES:

IF ROCK CONSTRUCTION ENTRANCE IS NEEDED, THE CONTRACTOR IS TO ADHERE TO THE FOLLOWING STANDARD NOTES:

1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
3. MOUNTABLE BERM MUST BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS MUST BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.



SECTION

NOTES:

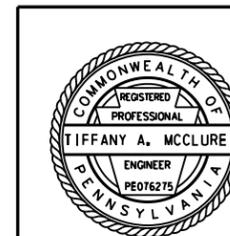
1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE. A SUITABLE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.
2. CONCRETE WASHOUT FACILITIES SHALL BE INSPECTED DAILY. DAMAGED OR LEAKING WASHOUTS SHOULD BE DEACTIVATED AND REPAIRED OR REPLACED IMMEDIATELY.
3. ACCUMULATED MATERIALS SHOULD BE REMOVED WHEN THEY REACH 75% CAPACITY.

CONCRETE WASHOUT

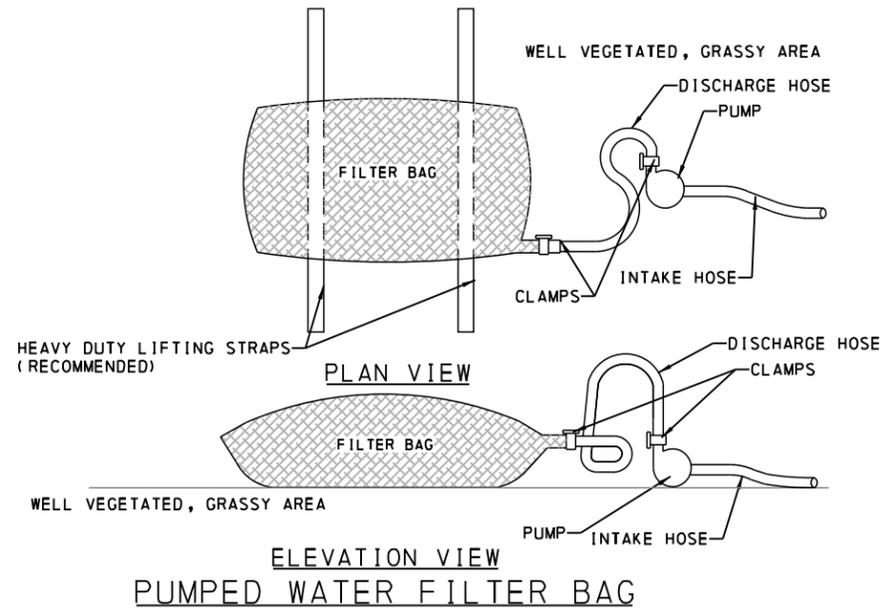
NOT TO SCALE
(INCIDENTAL TO ALL CONCRETE ITEMS)

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

NO.	DATE	REVISION
		
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT POLLUTION CONTROL PLANS		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	N. T. S.	CHKD: TAM
DATE:	6/10/2025	SHEET: 2 OF 4



Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

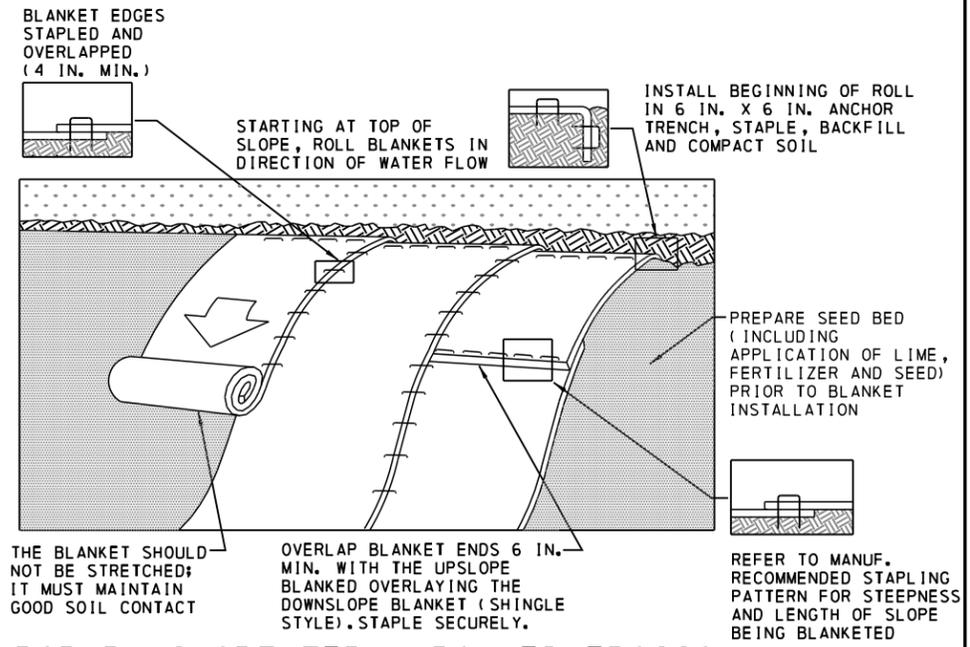


PUMPED WATER FILTER BAG

NOT TO SCALE
(ITEM NO 0855-0003, 0855-0004)

NOTES:

1. LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. WHICH RETAINS ALL SEDIMENT PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL RETAIN SEDIMENT PARTICLES LARGER THAN SIEVE SIZE #80.
2. BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.
3. NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE.
4. THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.
5. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.
6. FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.



TEMPORARY SHORT-TERM, ROLLED EROSION CONTROL PRODUCT 2D

NOT TO SCALE
ITEM NO 0806-0113

NOTES:

1. SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.
2. PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.
3. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLOUDS, STICKS, AND GRASS.
4. BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.
5. THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS.

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

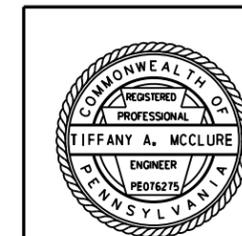
NOTES:

- FABRIC SHALL HAVE THE MINIMUM PROPERTIES AS SHOWN IN TABLE 4.3 OF THE PA DEP EROSION CONTROL MANUAL.
- FABRIC WIDTH SHALL BE 30 IN. MINIMUM. STAKES SHALL BE HARDWOOD OR EQUIVALENT STEEL (U OR T) STAKES.
- SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.
- SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
- ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET (STANDARD CONSTRUCTION DETAIL # 4-6).
- FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY STABILIZED.

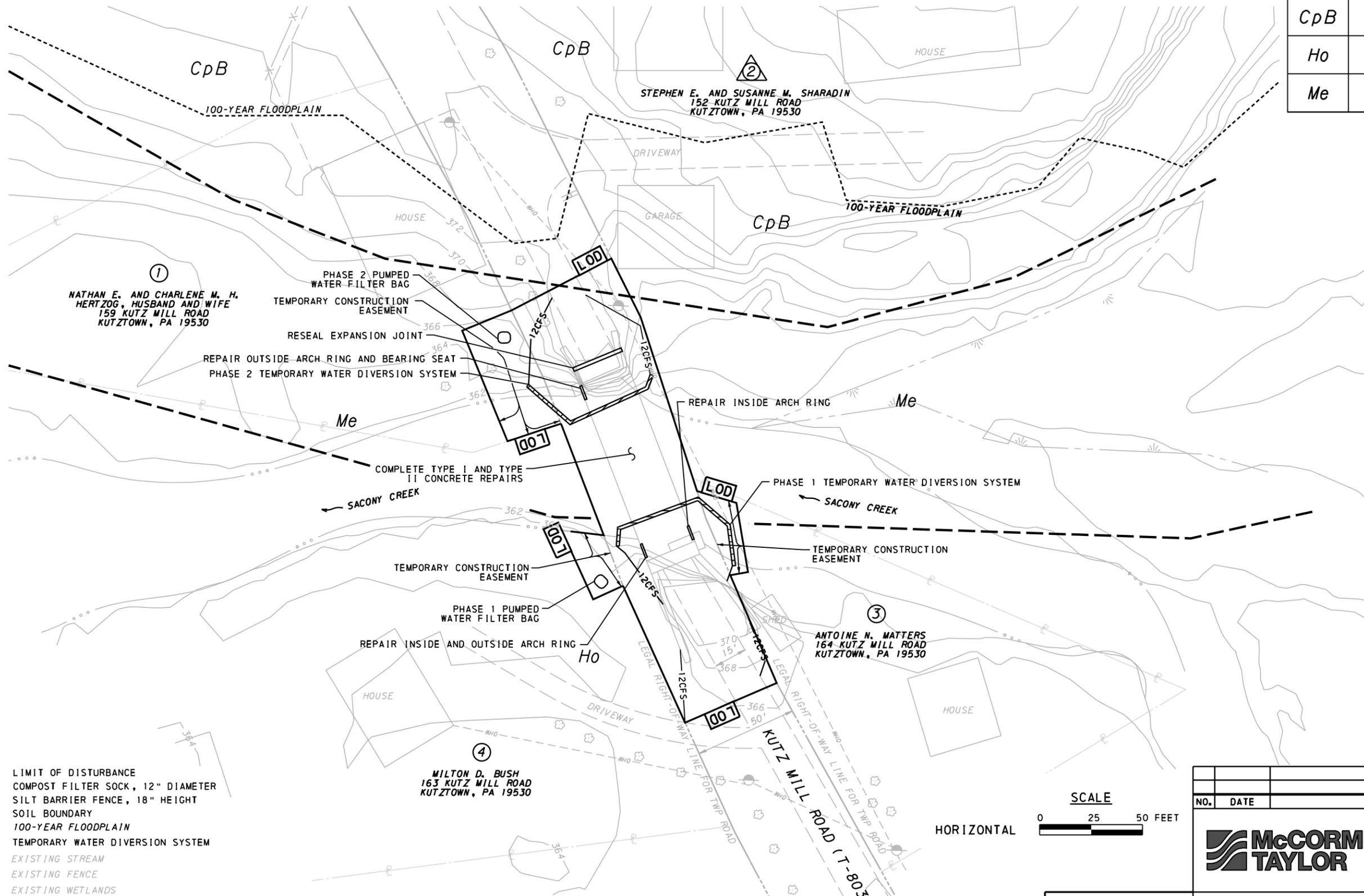
STANDARD SILT FENCE, (18" HIGH)

NOT TO SCALE
(ITEM NO 0865-0001)

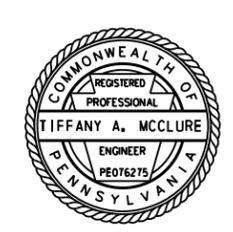
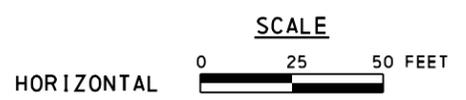
NO.	DATE	REVISION
		
		Eagleview Corporate Center 600 Eagleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT POLLUTION CONTROL PLANS		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	N. T. S.	CHKD: TAM
DATE:	6/10/2025	SHEET: 3 OF 4



LEGEND OF SOIL TYPES	
SYMBOL	NAME
CpB	COMLY SILT LOAM, 3 TO 8 PERCENT SLOPES
Ho	HOLLY SILT LOAM
Me	MIDDLEBURY SILT LOAM



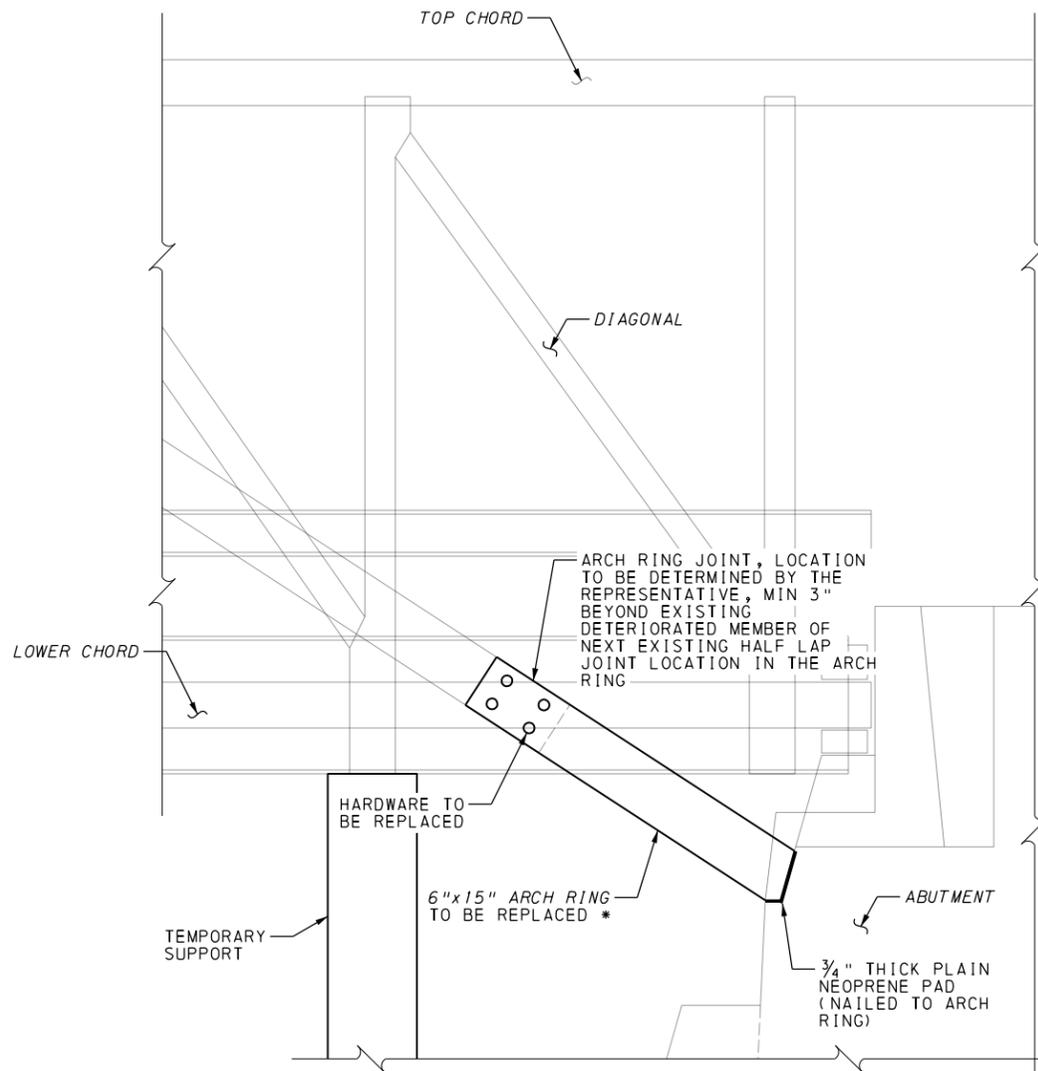
LEGEND	
	LIMIT OF DISTURBANCE
	COMPOST FILTER SOCK, 12" DIAMETER
	SILT BARRIER FENCE, 18" HEIGHT
	SOIL BOUNDARY
	100-YEAR FLOODPLAIN
	TEMPORARY WATER DIVERSION SYSTEM
	EXISTING STREAM
	EXISTING FENCE
	EXISTING WETLANDS
	EXISTING CONTOURS
	LEGAL RIGHT-OF-WAY LINE
	PROPERTY LINE
	EXISTING TREE
	EXISTING UTILITY POLE
	PARCEL IDENTIFICATION NUMBER
	PARCEL IDENTIFICATION NUMBER - NO TAKE



NO.	DATE	REVISION
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT POLLUTION CONTROL PLANS		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	AS STATED	CHKD: TAM
DATE:	6/10/2025	SHEET: 4 OF 4

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 6/10/2025

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3/13/2024



ARCH RING REPLACEMENT DETAIL

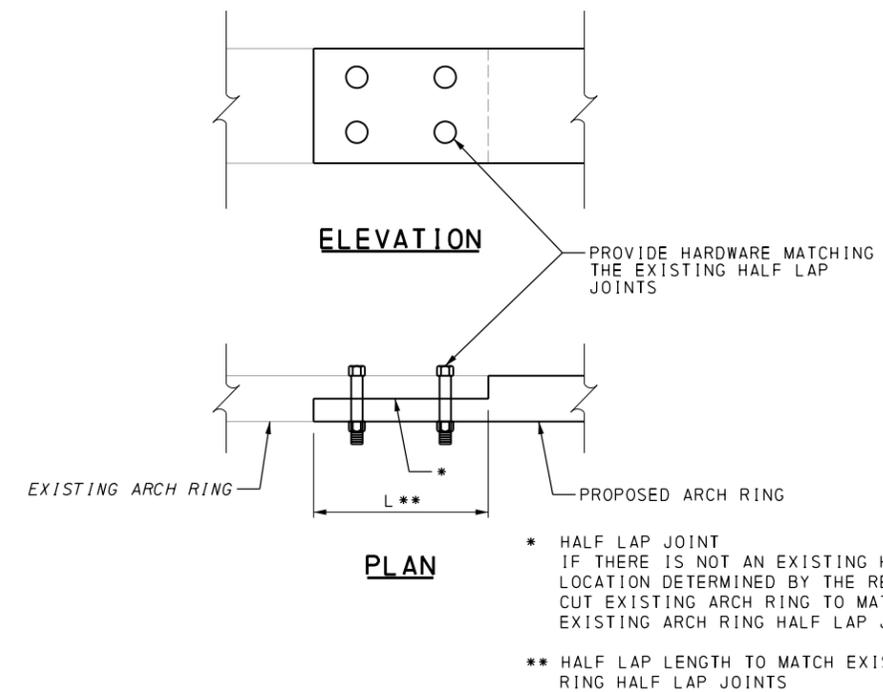


NOTE: CONCRETE SLAB NOT SHOWN FOR CLARITY.

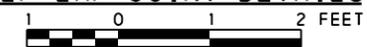
* IT IS ANTICIPATED THAT FOUR TOTAL ARCH RINGS WILL BE REPLACED AT THREE LOCATIONS:

- ONE ARCH RING IN THE SE CORNER
- ONE ARCH RING IN THE NW CORNER
- TWO ARCH RINGS IN THE SW CORNER

IT WILL BE NECESSARY TO PLACE A TEMPORARY SUPPORT AT THE VERTICAL MEMBER PRIOR TO THE REPLACEMENT OF THE ARCH RINGS. THIS TEMPORARY SUPPORT SHALL BE CAPABLE OF SUPPORTING 60 TONS AND SHALL BE ADJUSTABLE IN HEIGHT BY USING JACKS. DETAILS OF THIS BENT MUST BE APPROVED BY THE ENGINEER PRIOR TO THE START OF THE WORK. TIMBER TRUSS AND TEMPORARY SUPPORT ARE NOT REQUIRED TO CARRY LIVE LOAD.



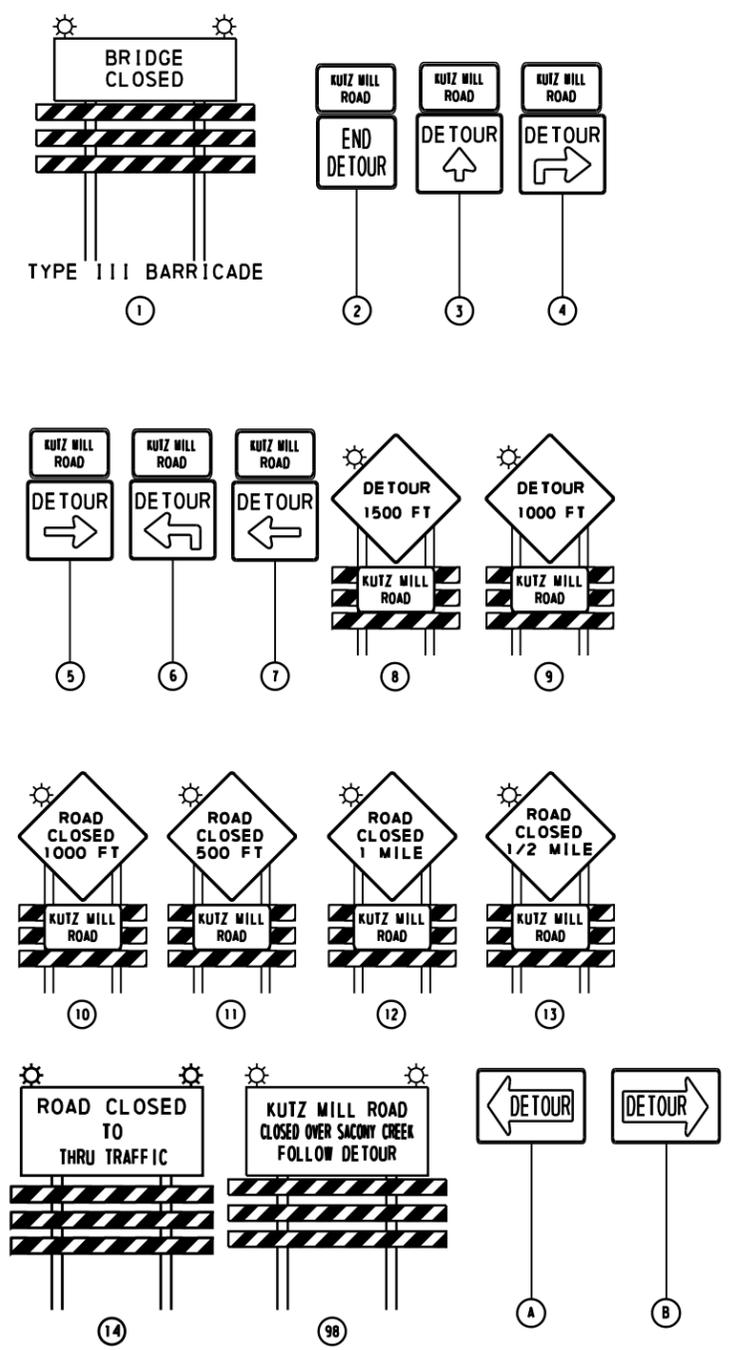
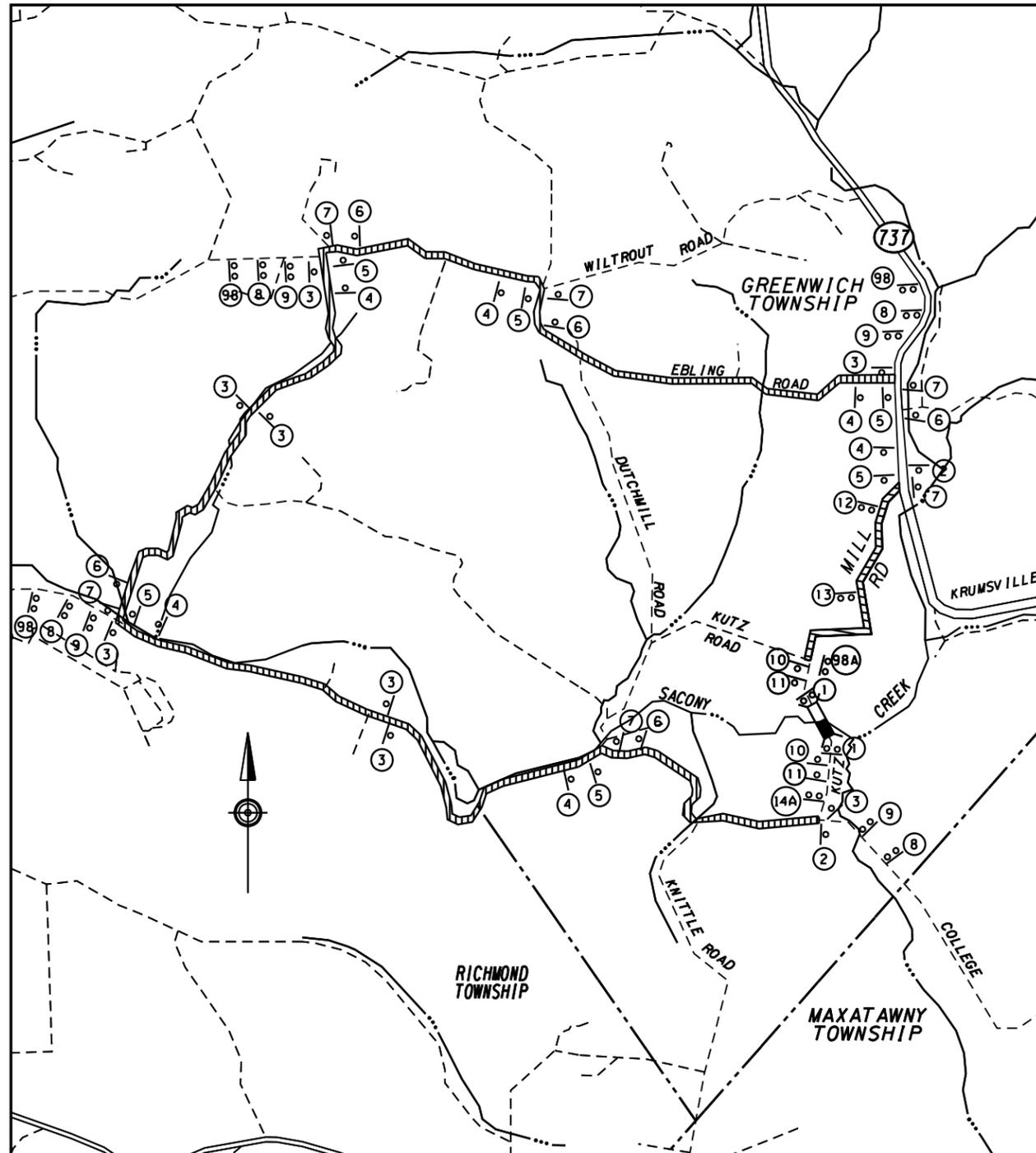
HALF LAP JOINT DETAILS



NO.	DATE	REVISION
		
BERKS COUNTY BRIDGE No. 46E KUTZ MILL ROAD OVER SACONY CREEK GREENWICH TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
STRUCTURE REPAIR DETAILS		
JOB NO.:	06066.004	DRWN: SMC
SCALE:	AS STATED	CHKD: CBL
DATE:	1/16/2024	SHEET: 1 OF 1

Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	BERKS	KUTZ RD.	0	1 OF 2
GREENWICH TOWNSHIP				
REVISION NUMBER	REVISIONS			DATE BY



GENERAL NOTES:

THIS WORK CONSISTS OF THE MAINTENANCE OF TRAFFIC AND THE PROTECTION OF THE TRAVELING PUBLIC APPROACHING THE CONSTRUCTION AREA AND WITH THE LIMITS OF CONSTRUCTION.

THE DETOUR WILL BE REQUIRED FOR 120 DAYS FOR BRIDGE REPAIRS.

CONTACT PENNDOT PRESS OFFICE 15 DAYS BEFORE START OF DETOUR AT 610-871-4555.

FURNISH, ERECT, PLACE AND MAINTAIN TRAFFIC CONTROL SIGNS AND DEVICES AND MAINTAIN TRAFFIC DURING HOURS OF CONSTRUCTION AND AT ALL OTHER TIMES IN ACCORDANCE WITH THE METHODS INDICATED ON THESE DRAWINGS AND,

1. THE SPECIAL PROVISIONS OF THE CONTRACT
2. PDT PUBLICATION 213, TEMPORARY TRAFFIC CONTROL GUIDELINES
3. PA. CODE, TITLE 67, PUBLICATION 212, OFFICIAL TRAFFIC CONTROL DEVICES
4. PDT PUBLICATION 35, APPROVED CONSTRUCTION MATERIALS (BULLETIN 15)
5. PDT PUBLICATION 408, SPECIFICATIONS
6. PDT PUBLICATION 111M, TRAFFIC CONTROL-PAVEMENT MARKING AND SIGNING STANDARDS
7. PDT PUBLICATION 236, HANDBOOK OF APPROVED SIGNS
8. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
9. PDT PUBLICATION 46, TRAFFIC ENGINEERING MANUAL

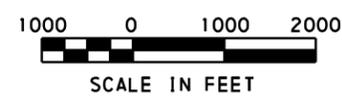
THE INSPECTOR-IN-CHARGE WILL INSPECT ALL TRAFFIC CONTROL DEVICES PRIOR TO START OF WORK AND DAILY DURING THE LIFE OF THE PROJECT.

MAINTAIN ACCESS TO ALL DRIVEWAYS (COMMERCIAL AND RESIDENTIAL)

IMMEDIATELY UPON COMPLETION OF THE WORK, REMOVE THE DEVICES. THE DEPARTMENT WILL REMOVE ANY TRAFFIC CONTROL DEVICES ERECTED BY DEPARTMENT FORCES.

COVER OR REMOVE ALL SIGNS NOT IN USE.

LOCATION MAP



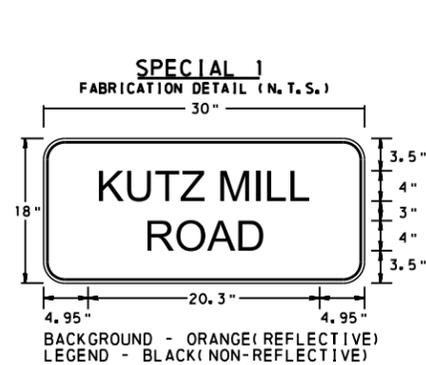
LEGEND

- STATE HIGHWAY
- - - TOWNSHIP ROAD
- · - · MUNICIPAL BOUNDARY
- · — · STREAM
- ▬ PROJECT LOCATION
- - - - - DETOUR ROUTE
- SIGN
- ⊗ TYPE III BARRICADE
- ① SIGN GROUP NUMBER
- ⊙ TYPE B FLASHER

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 6/17/2024



DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	BERKS	KUTZ RD.	0	2 OF 2
GREENWICH TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



4" CAP B SERIES	4" CAP B SERIES
K - 4.95	R - 10.45
U - 2.4	O - 2.3
T - 2.3	A - 2.4
Z - 2.1	D - 2.7
M - 1.7	
I - 4.0	
L - 10.45	
L - 30.0	



4" CAP B SERIES	4" CAP B SERIES	4" CAP B SERIES	4" CAP B SERIES
K - 4.4	C - 8.2	S - 6.5	F - 5.55
U - 2.4	L - 2.3	A - 2.7	O - 2.1
T - 2.3	O - 2.4	C - 2.3	L - 2.6
Z - 2.1	S - 2.4	O - 2.6	L - 2.1
M - 1.7	TE - 2.1	N - 2.3	W - 2.4
I - 4.0	D - 1.7	Y - 2.1	O - 2.5
L - 10.45			
L - 30.0			

SIGN TABULATION

SIGN GROUP NUMBER	SERIES	QUANTITY	SIZE	MESSAGE
1	R11-2-1	2	48"x30"	BRIDGE CLOSED
2	M4-8A	2	24"x18"	END DETOUR
	SPECIAL 1	2	30"x18"	KUTZ MILL ROAD
3	M4-9S	8	30"x24"	DETOUR (STRAIGHT)
	SPECIAL 1	8	30"x18"	KUTZ MILL ROAD
4	M4-9SR	6	30"x24"	ADVANCE DETOUR (RIGHT)
	SPECIAL 1	6	30"x18"	KUTZ MILL ROAD
5	M4-9R	6	30"x24"	DETOUR (RIGHT)
	SPECIAL 1	6	30"x18"	KUTZ MILL ROAD
6	M4-9SL	5	30"x24"	ADVANCE DETOUR (LEFT)
	SPECIAL 1	5	30"x18"	KUTZ MILL ROAD
7	M4-9L	6	30"x24"	DETOUR (LEFT)
	SPECIAL 1	6	30"x18"	KUTZ MILL ROAD
8	W20-2/W30-1-3	4	36"x36"	DETOUR 1500 FT.
	SPECIAL 1	4	30"x18"	KUTZ MILL ROAD
9	W20-2/W30-1-2	4	36"x36"	DETOUR 1000 FT.
	SPECIAL 1	4	30"x18"	KUTZ MILL ROAD
10	W20-3/W30-1-2	2	36"x36"	ROAD CLOSED 1000 FT.
	SPECIAL 1	2	30"x18"	KUTZ MILL ROAD
11	W20-3/W30-1-1	2	36"x36"	ROAD CLOSED 500 FT.
	SPECIAL 1	2	30"x18"	KUTZ MILL ROAD
12	W20-3/W30-1-5	1	36"x36"	ROAD CLOSED 1 MILE
	SPECIAL 1	1	30"x18"	KUTZ MILL ROAD
13	W20-3/W30-1-4	1	36"x36"	ROAD CLOSED 1/2 MILE
	SPECIAL 1	1	30"x18"	KUTZ MILL ROAD
14	SPECIAL 2	1	60"x30"	ROAD CLOSED, TO, THRU TRAFFIC
98	SPECIAL 2	4	42"x36"	KUTZ MILL ROAD, CLOSED OVER, SACONY CREEK, FOLLOW DETOUR
A	M4-10L	2	48"x18"	DETOUR ARROW LEFT
B	M4-10R	0	48"x18"	DETOUR ARROW RIGHT

MINIMUM MATERIAL REQUIRED

(FOR INFORMATION ONLY)

DESCRIPTION	QUANTITY	UNITS
POST MOUNTED SIGNS	549.75	S.F.
TYPE B LIGHTS	28	EACH
TYPE III BARRICADES	19	EACH

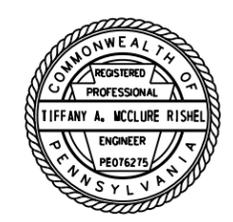
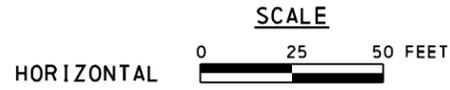
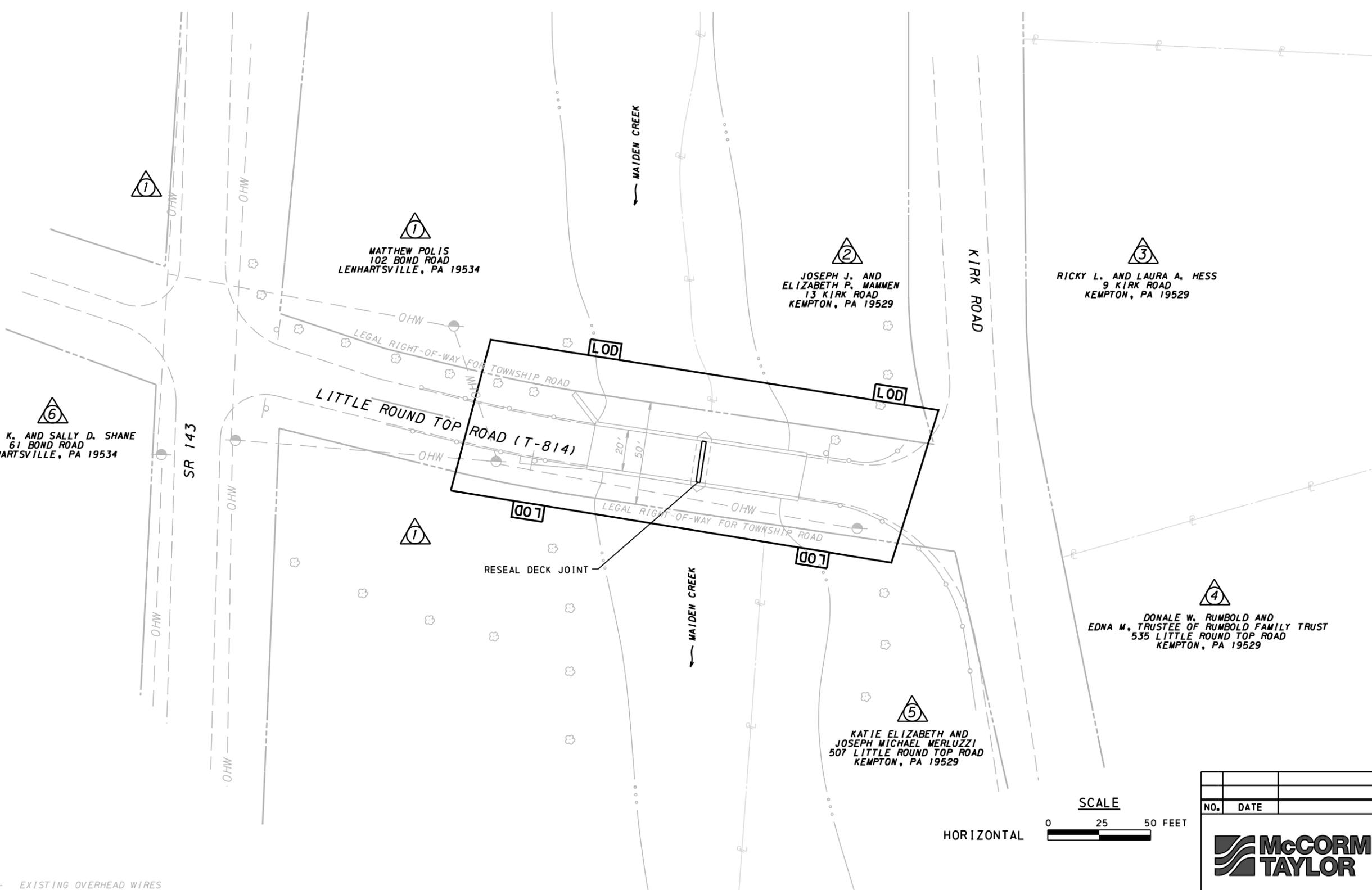


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4/2/2024



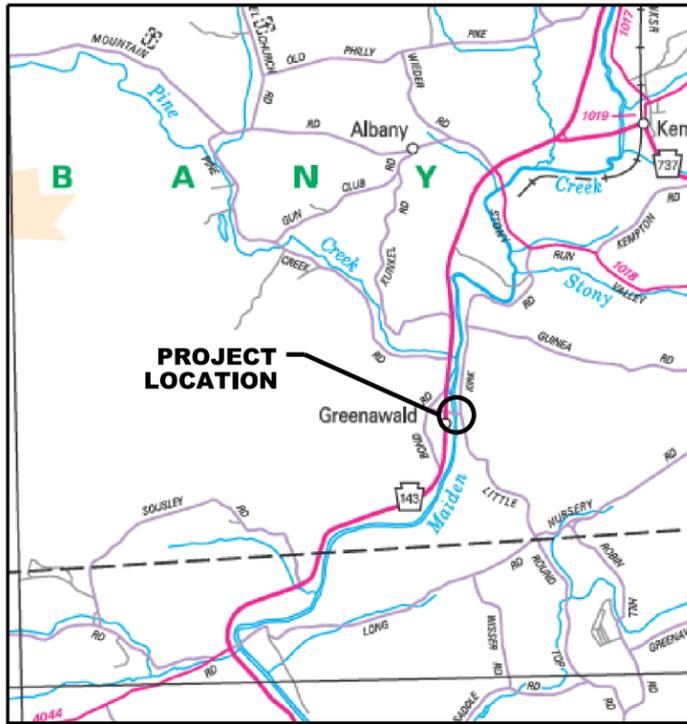
LEGEND

- OHW - - EXISTING OVERHEAD WIRES
- - - - LEGAL RIGHT-OF-WAY LINE
- ····- PROPERTY LINE
- EXISTING STREAM
- x x x - EXISTING GUIDE RAIL
- ⊗ EXISTING TREE
- · EXISTING UTILITY POLE
- ⊗ EXISTING SIGN
- △ (1) PARCEL IDENTIFICATION NUMBER - NO TAKE



NO.	DATE	REVISION
BERKS COUNTY BRIDGE No. 32A LITTLE ROUND TOP ROAD OVER MAIDEN CREEK ALBANY TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
CONSTRUCTION PLAN		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	AS STATED	CHKD: TAM
DATE:	10/2/2023	SHEET: 1 OF 1

Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500



LOCATION MAP

LEGEND

- TOWNSHIP ROAD
- STATE ROUTE
- STREAM



•TOTAL ANTICIPATED DISTURBED AREA FOR THIS PROJECT IS 0.38 ACRES.

WATERSHED NOTES:

ACCORDING TO CHAPTER 93 WATER QUALITY STANDARDS, MAIDEN CREEK IS LISTED AS A TROUT STOCKED FISHERIES (TSF) AND MIGRATORY FISHERIES (MF) AND IS LISTED AS APPROVED TROUT WATERS BY THE PENNSYLVANIA FISH AND BOAT COMMISSION. THERE IS AN IN STREAM RESTRICTION FROM FROM FEBRUARY 15 TO JUNE 1 IN WHICH CONSTRUCTION ACTIVITIES WITHIN MAIDEN CREEK ARE PROHIBITED.

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES THREE (3) WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND TEN (10) WORKING DAYS FOR DESIGN PHASE - STOP, CALL 1-800-242-1776

PA1
System Inc.
ALBANY TOWNSHIP, BERKS COUNTY

NOTE: FINAL PA ONE CALL TO BE PERFORMED PRIOR TO THE START OF WORK BY THE PROJECT OWNER AS A PART OF THE FINAL UTILITY COORDINATION NECESSARY TO COMPLETE THE PROJECT.

SEEDING AND SOIL SUPPLEMENT SPECIFICATIONS

FORMULA AND SPECIES	SEEDING RATE LBS./1000 S.Y.	SOIL SUPPLEMENTS		MULCHING LBS./1000 S.Y.	% BY MASS	MINIMUM %		MAX. % WEED SEED
		LIMESTONE LBS./1000 S.Y.	FERTILIZER LBS./1000 S.Y.			PURITY	GERMINATION	
FORMULA B RESIDENTIAL MIX **	42.0 TOTAL **	800	140 *	1200 (STRAW)	**	**	**	**
FORMULA C RESIDENTIAL MIX **	12.0 TOTAL **	800	140 *	1200 (STRAW)	**	**	**	**
FORMULA T TEMPORARY GRASS MIX **	6.0 TOTAL **	800	0	1200 (HAY)	**	**	**	**

- * APPLY SLOW-RELEASE NITROGEN FERTILIZER AS SPECIFIED IN PENNDOT PUB. 408, SECTION 804.3(C)
- ** REFER TO PENNDOT PUB. 408, CHANGE 7, SECTION 804.2(C), TABLE B, SEEDING REQUIREMENTS

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO ANY EARTH DISTURBANCE.
3. INSTALL APPROVED CONTAINMENT SYSTEM.
4. SPOT PAINT THE EXISTING SUPERSTRUCTURE WHERE NECESSARY.
5. RESEAL THE DECK JOINT OVER THE PIER.
6. FINAL GRADE ALL DISTURBED AREAS, PLACE TOPSOIL, SEED, MULCH, AND INSTALL EROSION CONTROL BLANKET AS SPECIFIED.
7. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN-OUT, REPAIR, REPLACEMENT, RE-GRADING, RE-SEEDING, AND RE-MULCHING, MUST BE PERFORMED IMMEDIATELY.
8. AFTER FINAL STABILIZATION HAS BEEN ACHIEVED, EROSION AND SEDIMENT CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF CONTROLS MUST BE STABILIZED BY SEEDING AND MULCHING APPROPRIATELY.

GENERAL NOTES:

AT LEAST SEVEN (7) DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITY, INVITE ALL CONTRACTORS INVOLVED IN THAT ACTIVITY, THE LANDOWNERS, ALL APPROPRIATE MUNICIPAL OFFICIALS, THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER AND THE BERKS COUNTY CONSERVATION DISTRICT TO A PRE-CONSTRUCTION MEETING. BERKS COUNTY CONSERVATION DISTRICT TELEPHONE NUMBER: (610) 372-4657.

PROCEED WITH ALL EARTH DISTURBANCE ACTIVITIES IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWING. DEVIATION FROM THAT SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE BERKS COUNTY CONSERVATION DISTRICT OR BY PA DEP PRIOR TO IMPLEMENTATION.

THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, "EROSION CONTROL RULES AND REGULATIONS", "PROTECTION OF NATURAL RESOURCES", ARTICLE 11, "WATER RESOURCES", AND CHAPTER 102, "EROSION CONTROL".

MINIMIZE ALL EROSION AND AIR/WATER POLLUTION THROUGHOUT CONSTRUCTION OPERATIONS. FOLLOW ALL FEDERAL, STATE, AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT.

IT IS CRUCIAL THAT THE CONTRACTOR STAYS WITHIN THE DESIGNATED CONSTRUCTION AREA AND FOLLOWS PROPER EROSION CONTROL METHODS.

EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE WITHIN THE TRIBUTARY AREAS OF THOSE CONTROLS.

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS. ADDRESS ALL AREAS REQUIRING INTERIM OR FINAL STABILIZATION WITHIN SEVENTY-TWO (72) HOURS OF COMPLETION OF DISTURBANCE.

PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE HANDLED IN A RESPONSIBLE AND TIMELY MANNER.

OBTAIN E&SPC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE BERKS COUNTY CONSERVATION DISTRICT OR PA DEP, AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE. REMOVE AS LITTLE NATURAL VEGETATIVE COVER AS NECESSARY TO ACHIEVE PROPER GRADING. PROTECT EXISTING TREES AND SHRUBS TO ELIMINATE UNNECESSARY DAMAGE.

TOPSOIL AND TREES, INCLUDING ROOTS, SHALL BE REMOVED FROM AREAS PROPOSED FOR GRADING. TOPSOIL SHALL BE STOCKPILED AND TEMPORARILY SEEDED UNTIL AREAS HAVE BEEN GRADED. ONCE THE AREA HAS REACHED FINAL GRADE THE TOPSOIL CAN BE REDISTRIBUTED FOR APPLICATION OF PERMANENT SEEDING. DO NOT OPERATE ANY EQUIPMENT IN THE CREEK.

REMOVE ALL DEBRIS FROM THE CREEK WHICH MAY BE DEPOSITED DURING THE SCHEDULED MAINTENANCE WORK.

GENERAL NOTES (CONTINUED):

ANY COMPOST FILTER SOCKS THAT HAVE BEEN OVERTOPPED OR UNDERMINED SHALL BE REMOVED AND REPLACED WITH A ROCK FILTER IMMEDIATELY. THEY SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL.

ALL SURROUNDING STREETS ARE TO BE KEPT CLEAN OF ALL DROPPINGS AND TRACKINGS.

WHENEVER SEDIMENTATION IS CAUSED BY STRIPPING VEGETATION, REGRADING OR DEVELOPMENT IN GENERAL, IT IS IMPORTANT TO REMOVE SEDIMENT FROM ALL ADJOINING PROPERTIES, SURFACE, DRAINAGE SYSTEMS AND WATER COURSES IMMEDIATELY.

ALL SEEDED AREAS WHICH HAVE BEEN WASHED AWAY WILL BE FILLED, RESEDED AND REMULCHED IMMEDIATELY.

ENSURE THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL.

ALL BUILDING MATERIAL AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED IN ACCORDANCE WITH DEP'S SOLID WASTE REGULATIONS (25 PA CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ.), AND/OR ANY ADDITIONAL LOCAL, STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.

STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.

ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED AND WHICH WILL REMAIN EXPOSED MUST BE STABILIZED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MAY BE STABILIZED IN ACCORDANCE WITH TEMPORARY SEEDING SPECIFICATIONS. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL BE NOT REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH PERMANENT SEEDING SPECIFICATIONS.

DIVERSIONS, CHANNELS, SEDIMENTATION BASINS, SEDIMENT TRAPS, AND STOCKPILES MUST BE STABILIZED IMMEDIATELY.

AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A 100% (PERCENT) VEGETATIVE OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

IF UNFORESEEN CONDITIONS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE COUNTY IN ACCORDANCE WITH PUBLICATION 408, SPECIFICATIONS, SECTION 110.02.

REMEDY UNFORESEEN EROSION CONDITIONS WHICH DEVELOP DURING CONSTRUCTION AND PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUN-OFF AND/OR SEDIMENT DISPLACEMENT. GIVE SPECIAL ATTENTION TO FROZEN SLOPES. HOLD STOCKPILES OF WOOD CHIPS, HAY BALES, CRUSHED STONE AND OTHER MULCHES IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY EROSION PROBLEMS.

IF FURTHER ASSISTANCE IS NEEDED FOR THE PROPER IMPLEMENTATION OF THIS PLAN CONTACT THE BERKS COUNTY CONSERVATION DISTRICT AT (610) 372-4655.

NO.	DATE	REVISION

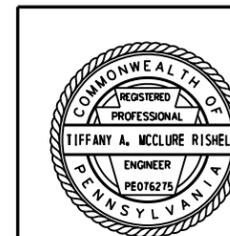
Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

BERKS COUNTY BRIDGE No. 32A

LITTLE ROUND TOP ROAD OVER MAIDEN CREEK
ALBANY TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

EROSION AND SEDIMENT POLLUTION CONTROL PLANS

JOB NO.: 05368.001	DRWN: MAK	DATE: 10/2/2023
SCALE: N. T. S.	CHKD: TAM	SHEET: 1 OF 4

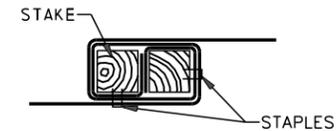


CONDITIONS FOR BOG TURTLE:

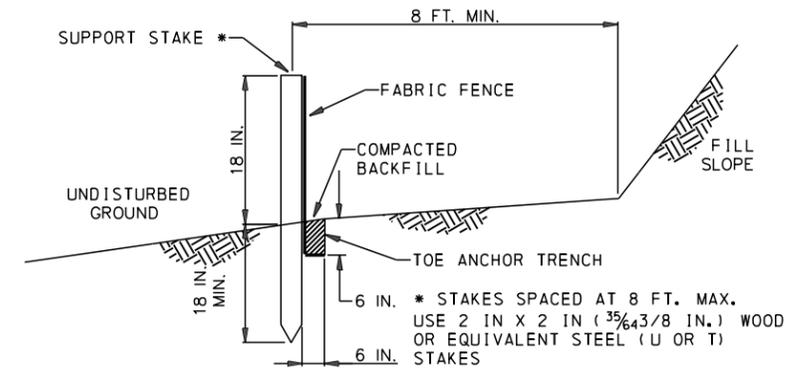
- IF THE EXCLUSIONARY FENCING IS ENTIRELY ERECTED BETWEEN NOVEMBER 1 AND MARCH 31, IT WILL NOT BE NECESSARY TO PERFORM A PRE-CONSTRUCTION SURVEY.
- DURING THE PERIOD BETWEEN APRIL 1 AND OCTOBER 31, ONE PRE-CONSTRUCTION BOG TURTLE CLEARANCE SEARCH OF THE PROPOSED PROJECT AREA OF EFFECT WILL BE COMPLETED PRIOR TO ANY EARTH DISTURBANCE ACTIVITY, FENCING INSTALLATION, OR OTHER CONSTRUCTION. THE SEARCH AREA WILL EXTEND TO INCLUDE AN AREA 10 FEET BEYOND THE PLANNED LIMIT OF DISTURBANCE AND ANY TEMPORARY STAGING AREAS. THE PRE-CONSTRUCTION BOG TURTLE CLEARANCE SEARCH MUST BE PERFORMED BY A QUALIFIED BOG TURTLE SURVEYOR, WHO WILL BE OBTAINED FROM THE MOST CURRENT LIST OF "U.S. FISH AND WILDLIFE SERVICE AND PENNSYLVANIA FISH AND BOAT COMMISSION RECOGNIZED QUALIFIED BOG TURTLE SURVEYORS." THE BOG TURTLE CLEARANCE SEARCH MUST BE COMPLETED IMMEDIATELY PRIOR TO THE INSTALLATION OF THE HABITAT PROTECTION FENCE DESCRIBED BELOW.
- EXCEPT AS OTHERWISE NOTED WITHIN THESE AVOIDANCE MEASURES, THE PRE-CONSTRUCTION BOG TURTLE CLEARANCE SEARCH SHALL BE CONDUCTED ACCORDING TO THE MOST CURRENT SURVEY PROTOCOL PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE AND THE PENNSYLVANIA FISH AND BOAT COMMISSION. ALL PHASE 2 SURVEY PROCEDURES ARE APPLICABLE EXCEPT THAT ONE PRE-CONSTRUCTION CLEARANCE SEARCH PER WETLAND RATHER THAN THE MINIMUM OF FOUR SEARCHES PER WETLAND SHALL BE ACCEPTABLE, AND THE TIME OF YEAR FOR PERFORMING THE SEARCH HAS BEEN EXTENDED.
- IF THE PRE-CONSTRUCTION BOG TURTLE CLEARANCE SEARCH OCCURS AFTER JUNE 15, HERBACEOUS VEGETATION WITHIN THE SURVEY AREA SHALL BE CUT TO A HEIGHT OF 4 TO 6 INCHES PRIOR TO THE SURVEY IN ORDER TO PROMOTE SEARCH EFFECTIVENESS. VEGETATION SHALL BE CUT USING A HAND-HELD TRIMMER/WEED CUTTER AND THEN CAREFULLY RAKED AWAY FROM THE AREA TO BE SEARCHED. THE QUALIFIED SURVEYOR SHALL CONDUCT THE VEGETATION CLEARING.
- IMMEDIATELY FOLLOWING THE PRE-CONSTRUCTION BOG TURTLE CLEARANCE SEARCH, A 30-INCH HIGH SILT BARRIER FENCE SHALL BE ERECTED AT THE EDGE OF THE LIMIT OF DISTURBANCE AS HABITAT PROTECTION FENCING IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT POLLUTION CONTROL PLAN. THE HABITAT PROTECTION FENCE SHALL BE CONSTRUCTED IN UPLAND HABITAT BETWEEN IDENTIFIED SUITABLE BOG TURTLE HABITAT AND THE LIMIT OF DISTURBANCE TO DETER BOG TURTLES FROM CIRCUMVENTING THE BARRIER. NO OTHER CONSTRUCTION ACTIVITIES MAY BEGIN UNTIL INSTALLATION OF THIS HABITAT PROTECTION FENCING IS COMPLETED. THE HABITAT PROTECTION FENCE WILL ACT AS A BARRIER TO PREVENT POSSIBLE BOG TURTLES FROM MIGRATING OUT OF WETLANDS AND WATERWAYS INTO THE CONSTRUCTION AREA AND TO PREVENT CONSTRUCTION ACTIVITY AND SEDIMENT FROM ENTERING THE WETLAND AND WATERWAY. THE HABITAT PROTECTION FENCING WILL BE INSTALLED AS INDICATED AS SOON AS PRACTICABLE FOLLOWING THE TURTLE SEARCH AND CLEARANCE BY THE QUALIFIED BOG TURTLE SURVEYOR. THE FENCING WILL BE INSTALLED ONLY AFTER RECEIVING APPROVAL TO DO SO FROM THE QUALIFIED BOG TURTLE SURVEYOR FOLLOWING COMPLETION OF THEIR SITE SEARCH FOR BOG TURTLES.
- INSTALLATION OF ALL HABITAT PROTECTION FENCING AND SILT BARRIER FENCE FOR EROSION AND SEDIMENT CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE INSTALLED AND REMOVED BY HAND. THE QUALIFIED BOG TURTLE SURVEYOR SHALL BE PRESENT DURING THE ERECTION OF THE HABITAT PROTECTION FENCE TO ENSURE THAT IT IS PROPERLY INSTALLED AT THE CORRECT LOCATION AND DEPTH. IMMEDIATELY FOLLOWING THE FENCE INSTALLATION, IT SHALL BE INSPECTED BY THE QUALIFIED BOG TURTLE SURVEYOR TO ENSURE THAT NO TRENCH, WHICH COULD ACT AS A PIT-FALL TRAP TO TURTLES, OCCURS ON EITHER SIDE OF THE FENCING. AFTER INSTALLATION, THE HABITAT PROTECTION FENCE WILL BE INSPECTED AND LOGGED DAILY BY THE CONTRACTOR TO INSURE THAT NO HOLES ARE PRESENT THAT TURTLES CAN CRAWL THROUGH. IF AT ANY TIME THERE ARE HOLES IN THE HABITAT PROTECTION FENCE, OR ANY TURTLE (ALIVE, INJURED, OR DEAD) IS OBSERVED WITHIN THE LIMIT OF DISTURBANCE, CONSTRUCTION WILL STOP IMMEDIATELY AND PERMIT CONDITION 11 BELOW WILL BE FOLLOWED.
- ALL WORK ASSOCIATED WITH THE PROJECT SHALL BE CONDUCTED IN ACCORDANCE WITH THE EROSION AND SEDIMENT POLLUTION CONTROL PLAN APPROVED BY THE COUNTY CONSERVATION DISTRICT.
- ALL EQUIPMENT AND MACHINERY SHALL AVOID WETLAND/WATERCOURSE HABITAT UPSTREAM AND DOWNSTREAM OF THE PROPOSED CONSTRUCTION AREA. ORANGE CONSTRUCTION FENCE WILL BE INSTALLED TO DELINEATE THESE AVOIDANCE AREAS AND WILL ACT AS A VISUAL WARNING TO PREVENT CONSTRUCTION EQUIPMENT AND PERSONNEL FROM ENTERING AND DISTURBING THE POTENTIAL BOG TURTLE HABITAT OUTSIDE THE LIMIT OF DISTURBANCE. THE COUNTY OR ITS DESIGNATED REPRESENTATIVE(S) SHALL IDENTIFY AND CLEARLY DELINEATE ALL WETLANDS FOR THE CONTRACTOR(S) AND WILL EITHER ATTACH THE ORANGE CONSTRUCTION FENCE ONTO THE HABITAT PROTECTION FENCE, OR INSTALL IT IMMEDIATELY IN FRONT OF THE HABITAT PROTECTION FENCE WITHIN THE LIMIT OF DISTURBANCE.
- NO MATERIAL SHALL BE EXCAVATED, DEPOSITED, OR POSITIONED SO AS TO LOWER THE WATER TABLE OR IMPEDE THE FLOW OF WATER TO ANY WETLAND AREAS; THAT IS, IMPLEMENTATION OF THE PROJECT SHALL NOT DIRECTLY OR INDIRECTLY AFFECT THE WATER QUALITY AND QUANTITY OF ANY WETLAND AREAS.

CONDITIONS FOR BOG TURTLE (CONTINUED):

- THE QUALIFIED BOG TURTLE SURVEYOR SHALL FORWARD THE RESULTS OF THE PRE-CONSTRUCTION BOG TURTLE SURVEY IN WRITING TO THE U.S. FISH AND WILDLIFE SERVICE AND THE PENNSYLVANIA FISH AND BOAT COMMISSION VIA MAIL, FACSIMILE, OR E-MAIL WITHIN 48 HOURS OF INSTALLATION OF THE HABITAT PROTECTION FENCE.
- DURING CONSTRUCTION, IF ANY TURTLE IS OBSERVED AT A LOCATION WITHIN 100 FEET FROM THE LIMIT OF DISTURBANCE, THEN CONSTRUCTION MAY CONTINUE SO LONG AS THERE ARE NO HOLES IN THE HABITAT PROTECTION FENCE. HOWEVER, IF ANY TURTLE (ALIVE, INJURED, OR DEAD) IS OBSERVED AT ANY TIME WITHIN THE LIMIT OF DISTURBANCE, OR IF A HOLE IS OBSERVED IN THE HABITAT PROTECTION FENCE, THEN CONSTRUCTION WILL CEASE IMMEDIATELY AND THE FOLLOWING STEPS WILL BE TAKEN:
 - THE CONTRACTOR WILL IMMEDIATELY INFORM THE PRE-DESIGNATED SITE MANAGER WHO WILL IMMEDIATELY CONTACT THE QUALIFIED BOG TURTLE SURVEYOR. THE SITE MANAGER WILL THEN IMMEDIATELY IMPLEMENT THE FOLLOWING MEASURES:
 - IF THE TURTLE APPEARS DEAD OR IMMOBILE, THE TURTLE WILL BE LEFT WHERE IT WAS INITIALLY OBSERVED. IF THE TURTLE APPEARS TO BE MOBILE, EFFORTS WILL BE MADE TO TEMPORARILY CONTAIN THE TURTLE UNTIL THE QUALIFIED BOG TURTLE SURVEYOR CAN TAKE POSSESSION OF IT. TEMPORARY CONTAINMENT WILL CONSIST OF PLACING THE TURTLE IN A THOROUGHLY CLEAN BUCKET THAT HAS A DEPTH OF MORE THAN 18 INCHES. LESS THAN 1 INCH OF WATER SHOULD BE PLACED IN THE BUCKET WITH THE TURTLE TO KEEP THE ANIMAL COOL AND HYDRATED. THE BUCKET SHOULD BE PLACED IN A QUIET, WELL-SHADED AREA, PREFERABLY WITHIN THE WETLAND. THE TURTLE SHOULD BE HANDLED AS LITTLE AS POSSIBLE, AND TEMPORARY CONTAINMENT MUST NOT EXCEED 6 HOURS.
 - THE QUALIFIED BOG TURTLE SURVEYOR WILL IDENTIFY THE SPECIES OF TURTLE FOUND AND DOCUMENT THE LOCATION AND CONDITION OF THE TURTLE. THE QUALIFIED BOG TURTLE SURVEYOR WILL ALSO INSPECT THE HABITAT PROTECTION FENCE AND DIRECT ANY REPAIRS OF THE FENCE AS NEEDED. IF THERE ARE HOLES IN THE HABITAT PROTECTION FENCE AND/OR THE TURTLE IS FOUND TO BE A BOG TURTLE, CONSTRUCTION WILL NOT RESUME UNTIL THE AGENCY CONSULTATION PROCEDURES DESCRIBED HEREIN ARE FULLY IMPLEMENTED, AND THE HABITAT PROTECTION FENCE IS REPAIRED TO RE-ESTABLISH AN EFFECTIVE TURTLE EXCLUSION BARRIER.
 - IF THE QUALIFIED BOG TURTLE SURVEYOR IDENTIFIES THE TURTLE SPECIES AS A BOG TURTLE (CLEMMYS (-GLYPTMYS) MUHLENBERGII), THEN THIS BIOLOGIST WILL IMMEDIATELY NOTIFY ENDANGERED SPECIES BIOLOGISTS AT BOTH THE U.S. FISH AND WILDLIFE SERVICE AND THE PENNSYLVANIA FISH AND BOAT COMMISSION. THE ELAPSED TIME FOR CONTACTING BOTH OF THESE JURISDICTIONAL AGENCIES FROM THE TIME OF BOG TURTLE DISCOVERY SHOULD BE AS SOON AS POSSIBLE, BUT MUST NOT EXCEED 24 HOURS. FOLLOWING ARRIVAL OF THE QUALIFIED BOG TURTLE SURVEYOR AT THE PROJECT SITE, THE TURTLE MAY BE HANDLED ONLY BY THIS BIOLOGIST ACCORDING TO THE RECOMMENDATIONS OF THE U.S. FISH AND WILDLIFE SERVICE AND/OR THE PENNSYLVANIA FISH AND BOAT COMMISSION. THE BIOLOGIST WILL CONSULT WITH THESE AGENCIES CONCERNING SAFE HANDLING AND POSSIBLE RELOCATION OF THE TURTLE. CONSTRUCTION WILL RESUME ONLY AT THE COMPLETION OF THIS CONSULTATION.
 - IF THE QUALIFIED BOG TURTLE SURVEYOR IDENTIFIES THE TURTLE AS A SPECIES OTHER THAN THE BOG TURTLE, AND THE TURTLE APPEARS HEALTHY, THEN THE QUALIFIED SURVEYOR WILL MARK THE TURTLE FOR FUTURE IDENTIFICATION AND RELEASE IT UNHARMED NO MORE THAN 300 FEET FROM THE SITE OF DISCOVERY TO A SAFE LOCATION OUTSIDE OF THE LIMIT OF DISTURBANCE. THE SITE MANAGER WILL BE SHOWN HOW AND WHERE TO RELEASE THE TURTLE IF IT IS AGAIN FOUND OUTSIDE OF THE LIMIT OF DISTURBANCE. CONSTRUCTION MAY CONTINUE ONCE THE TURTLE IS RELOCATED. THE SITE MANAGER MUST LOG ALL TURTLE RELOCATIONS.
 - IF ANY TURTLE FOUND APPEARS INJURED OR DEAD, CONSULT WITH THE U.S. FISH AND WILDLIFE SERVICE AND/OR THE PENNSYLVANIA FISH AND BOAT COMMISSION CONCERNING SAFE HANDLING OF AN INJURED TURTLE, AND THE TAKING OF POSSESSION OF THE SPECIMEN, WHETHER INJURED OR DEAD, BY ONE OF THE JURISDICTIONAL AGENCIES. ONLY THE QUALIFIED BOG TURTLE SURVEYOR WILL HANDLE THE TURTLE. CONSTRUCTION WILL RESUME ONLY AT THE COMPLETION OF CONSULTATION.
 - THE CONTRACTOR WILL REMOVE THE HABITAT PROTECTION FENCING AND ALL SILT BARRIER FENCING BY HAND IMMEDIATELY UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES, INCLUDING STABILIZATION OF EARTH DISTURBANCE AREAS.
 - THE PROJECT PROPONENT, OR DESIGNATED REPRESENTATIVE(S), WILL SUBMIT A BRIEF FINAL REPORT INCLUDING BOG TURTLE SURVEY RESULTS AND A SUMMARY OF THE FIELD CONSTRUCTION COMPLETED, INCLUDING COLOR PHOTOGRAPHS, TO THE U.S. FISH AND WILDLIFE SERVICE AND THE PENNSYLVANIA FISH AND BOAT COMMISSION. THE FINAL REPORT WILL BE SUBMITTED 30 DAYS AFTER CONSTRUCTION IS COMPLETED AND THE HABITAT PROTECTION FENCING IS REMOVED.



JOINING FENCE SECTIONS



SECTION VIEW

NOTES:

- FABRIC SHALL HAVE THE MINIMUM PROPERTIES AS SHOWN IN TABLE 4.3 OF THE PA DEP EROSION CONTROL MANUAL.
- FABRIC WIDTH SHALL BE 30 IN. MINIMUM. STAKES SHALL BE HARDWOOD OR EQUIVALENT STEEL (U OR T) STAKES.
- SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.
- SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
- ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET (STANDARD CONSTRUCTION DETAIL # 4-6).
- FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY STABILIZED.

STANDARD SILT FENCE, (18" HIGH)

NOT TO SCALE
(ITEM NO 0865-0001)

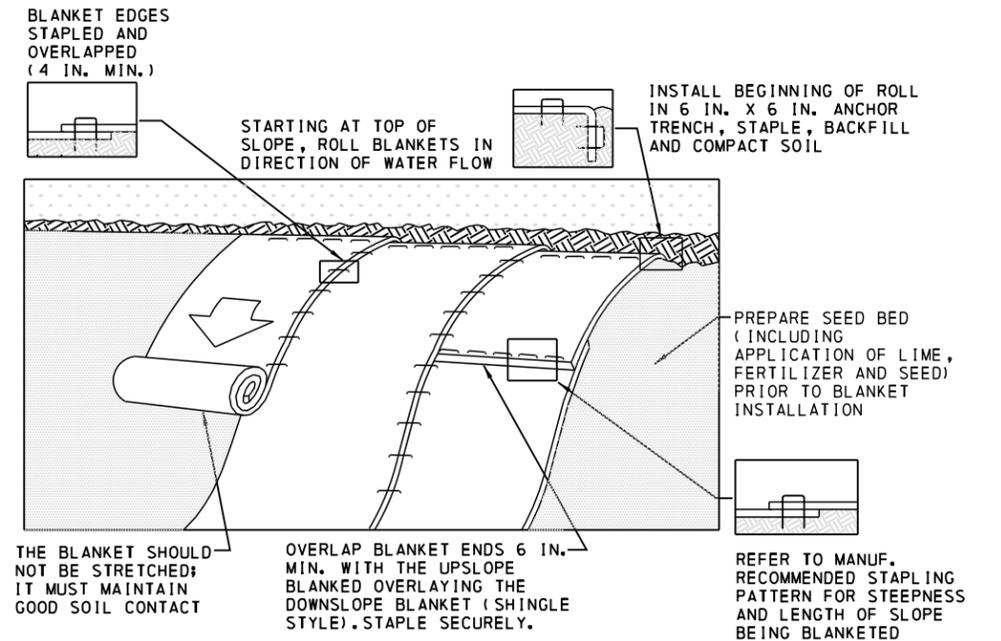
NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

NO.	DATE	REVISION
		
		Egleview Corporate Center 600 Egleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500
BERKS COUNTY BRIDGE No. 32A LITTLE ROUND TOP ROAD OVER MAIDEN CREEK ALBANY TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT POLLUTION CONTROL PLANS		
JOB NO.:	05368.001	DRWN: MAK
SCALE:	N. T. S	CHKD: TAM
DATE:	10/2/2023	SHEET: 2 OF 4



EROSION AND SEDIMENT POLLUTION CONTROL IMPLEMENTATION:

NO SIGNIFICANT EARTH DISTURBANCE ACTIVITIES ARE ANTICIPATED TO COMPLETE THIS WORK, THEREFORE EROSION AND SEDIMENT CONTROL MEASURES MAY NOT BE SHOWN ON THE PLANS. IF WORK DOES RESULT IN EARTH DISTURBANCE AT ANY TIME, THE CONTRACTOR SHALL IMMEDIATELY INSTALL PERIMETER CONTROL COMPOST FILTER SOCKS IN ACCORDANCE WITH THE DETAIL BELOW AND REGRADE, SEED AND MULCH AS SPECIFIED TO STABILIZE THE AREA. EROSION AND SEDIMENT POLLUTION CONTROL MEASURES MUST REMAIN IN PLACE UNTIL DISTURBED AREA ACHIEVES FINAL STABILIZATION.

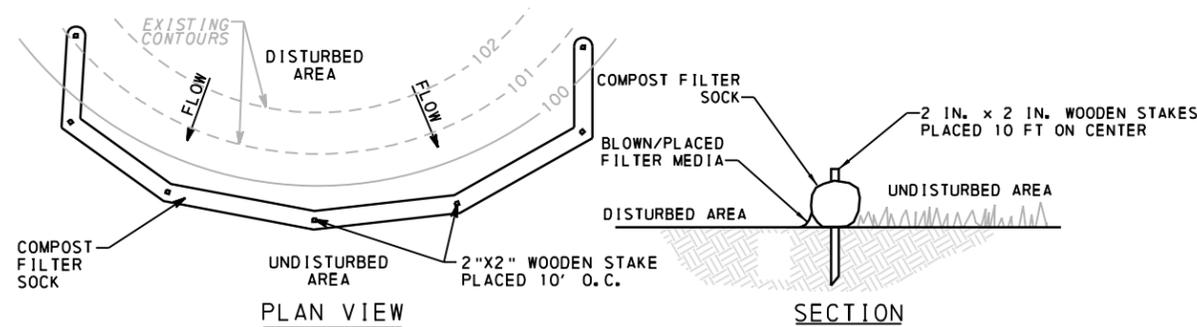


TEMPORARY SHORT-TERM, ROLLED EROSION CONTROL PRODUCT 2D

NOT TO SCALE
ITEM NO 0806-0113

NOTES:

1. SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.
2. PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.
3. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS, AND GRASS.
4. BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.
5. THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS.



COMPOST FILTER SOCK, 12" DIAMETER

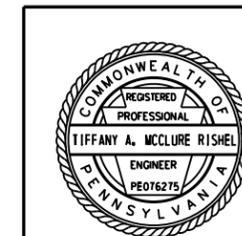
NOT TO SCALE
(ITEM No. 0867-0012)

NOTES:

1. SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
4. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
5. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
6. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.
7. IF COMPOST FILTER SOCKS FAIL, REMOVE FILTER SOCK AND INSTALL HEAVY DUTY SILT BARRIER FENCE.

NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

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JOB NO.:	05368.001	DRWN: MAK
SCALE:	N. T. S	CHKD: TAM
DATE:	10/2/2023	SHEET: 3 OF 4

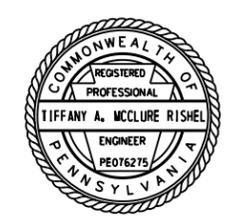
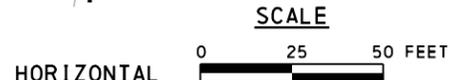


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4/2/2024

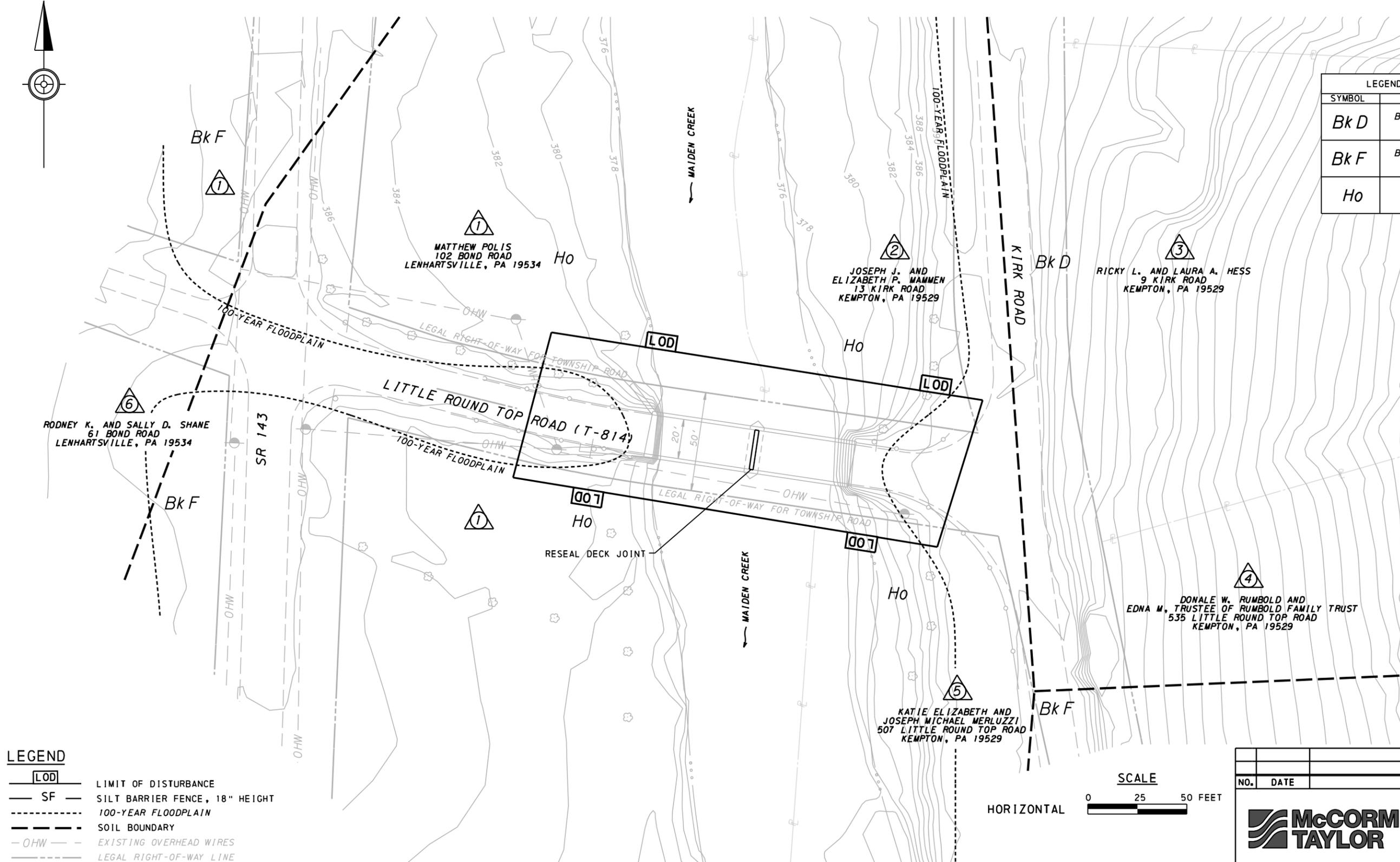


LEGEND OF SOIL TYPES	
SYMBOL	NAME
Bk D	BERKS-WEIKERT COMPLEX, 15 TO 25 PERCENT SLOPES
Bk F	BERKS-WEIKERT COMPLEX, 25 TO 60 PERCENT SLOPES
Ho	HOLLY SILT LOAM

LEGEND	
[LOD]	LIMIT OF DISTURBANCE
— SF —	SILT BARRIER FENCE, 18" HEIGHT
-----	100-YEAR FLOODPLAIN
- - - - -	SOIL BOUNDARY
- OHW -	EXISTING OVERHEAD WIRES
-----	LEGAL RIGHT-OF-WAY LINE
— P —	PROPERTY LINE
---	EXISTING STREAM
— + —	EXISTING GUIDE RAIL
— 380 —	EXISTING CONTOURS
⊗	EXISTING TREE
⊙	EXISTING UTILITY POLE
⊕	EXISTING SIGN
△	PARCEL IDENTIFICATION NUMBER - NO TAKE



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SCALE:	AS STATED	CHKD: TAM
DATE:	10/2/2023	SHEET: 4 OF 4



\\gserver1\pub\ic\Berks County\Guide Rail\2023\Microstation\Plan Set\32A\Impact Map.dgn
4/2/2024



LEGEND OF SOIL TYPES	
SYMBOL	NAME
Bk D	BERKS-WEIKERT COMPLEX, 15 TO 25 PERCENT SLOPES
Bk F	BERKS-WEIKERT COMPLEX, 25 TO 60 PERCENT SLOPES
Ho	HOLLY SILT LOAM

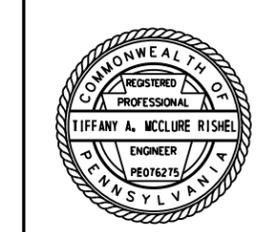
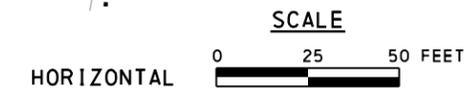
LEGEND

- TEMPORARY WATER IMPACTS
- TEMPORARY FLOODPLAIN IMPACTS
- LIMIT OF DISTURBANCE
- SILT BARRIER FENCE, 18" HEIGHT
- 100-YEAR FLOODPLAIN
- SOIL BOUNDARY
- EXISTING OVERHEAD WIRES
- LEGAL RIGHT-OF-WAY LINE
- PROPERTY LINE
- EXISTING STREAM
- EXISTING GUIDE RAIL
- EXISTING CONTOURS
- EXISTING TREE
- EXISTING UTILITY POLE
- EXISTING SIGN
- PARCEL IDENTIFICATION NUMBER - NO TAKE

ENVIRONMENTAL IMPACT CALCULATIONS

TYPE:	TEMPORARY (SF)	TEMPORARY (AC)	TEMPORARY (LF)	PERMANENT (SF)	PERMANENT (AC)	PERMANENT (LF)
WATERS	4748.05	0.109	95.0 x 50.0	0.0000	0.000	0.000
100 YEAR FLOODPLAIN	4563.20	0.105	93.0 x 49.6	0.0000	0.000	0.000
WETLANDS	0.0000	0.000	0.000	0.0000	0.000	0.000

AREA OF DISTURBANCE FOR THIS PROJECT IS 0.38 ACRES



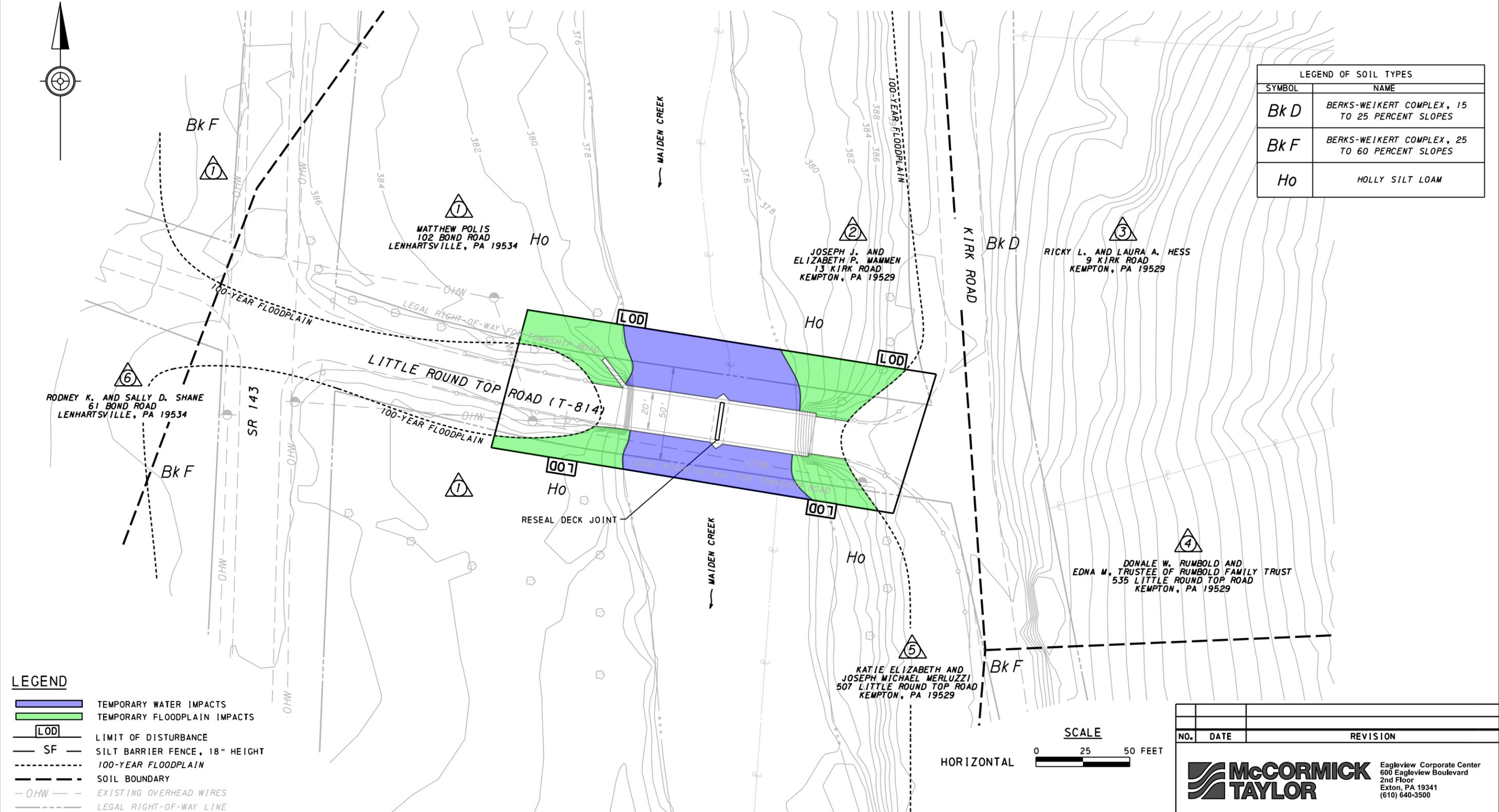
NO.	DATE	REVISION

McCORMICK TAYLOR
Eagleview Corporate Center
600 Eagleview Boulevard
2nd Floor
Exton, PA 19341
(610) 640-3500

BERKS COUNTY BRIDGE No. 32A
LITTLE ROUND TOP ROAD OVER MAIDEN CREEK
ALBANY TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

ENVIRONMENTAL IMPACT MAP

JOB NO.:	05368.001	DRWN:	MAK	DATE:	10/2/2023
SCALE:	AS STATED	CHKD:	TAM	SHEET:	1 OF 1



**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Maintenance and Repair Kutz Mill Bridge & Greenawalt Bridge
General Description:	The county is issuing an ITB for the project of repairing and maintaining two bridges: Kutz Mill and Greenawalt.
Project Locality	Greenwich Township and Albany
Awarding Agency:	County of Berks
Contract Award Date:	3/1/2026
Serial Number:	25-10192
Project Classification:	Highway
Determination Date:	11/21/2025
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-10192 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/30/2025		\$41.50	\$29.86	\$71.36
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$41.68	\$19.17	\$60.85
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$43.53	\$19.17	\$62.70
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$36.84	\$20.44	\$57.28
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2026		\$36.84	\$22.69	\$59.53
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2027		\$36.84	\$24.94	\$61.78
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Finishers & Plasterers	5/3/2027		\$33.49	\$25.01	\$58.50
Cement Masons	5/1/2024		\$34.85	\$20.90	\$55.75
Cement Masons	5/1/2025		\$35.85	\$20.90	\$56.75
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2025		\$31.83	\$23.26	\$55.09
Electricians	9/2/2024		\$44.52	\$26.83	\$71.35
Electricians	9/1/2025		\$46.02	\$28.39	\$74.41
Elevator Constructor	1/1/2025		\$61.41	\$44.95	\$106.36
Elevator Constructor	1/1/2026		\$64.06	\$46.01	\$110.07
Floor Coverer	5/1/2025		\$37.78	\$19.80	\$57.58
Floor Coverer	5/1/2026		\$38.59	\$20.61	\$59.20
Glazier	5/1/2024		\$39.48	\$23.81	\$63.29
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2025		\$38.76	\$33.38	\$72.14
Laborers (Class 01 - See notes)	5/1/2024		\$28.17	\$17.29	\$45.46
Laborers (Class 01 - See notes)	5/1/2025		\$29.27	\$17.84	\$47.11
Laborers (Class 02 - see notes)	5/1/2024		\$30.17	\$17.29	\$47.46
Laborers (Class 02 - see notes)	5/1/2025		\$31.27	\$17.84	\$49.11
Laborers (Class 03 - See notes)	5/6/2024		\$30.82	\$17.83	\$48.65
Laborers (Class 03 - See notes)	4/27/2025		\$31.82	\$18.09	\$49.91
Laborers (Class 04 - See notes)	5/6/2024		\$32.32	\$17.83	\$50.15
Laborers (Class 04 - See notes)	4/27/2025		\$33.82	\$18.09	\$51.91
Laborers (Class 05 - See notes)	5/1/2024		\$30.17	\$17.29	\$47.46

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-10192 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/1/2025		\$31.27	\$17.84	\$49.11
Laborers (Class 06 - See notes)	5/1/2024		\$29.52	\$17.29	\$46.81
Laborers (Class 06 - See notes)	5/1/2025		\$30.62	\$17.84	\$48.46
Marble Mason	5/1/2025		\$37.71	\$18.73	\$56.44
Marble Mason	5/1/2026		\$39.66	\$18.73	\$58.39
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Building, Class 01 - See Notes)	5/1/2024		\$43.73	\$30.08	\$73.81
Operators (Building, Class 01 - See Notes)	5/1/2025		\$44.89	\$30.92	\$75.81
Operators (Building, Class 01 - See Notes)	5/1/2026		\$46.05	\$31.76	\$77.81
Operators (Building, Class 01A - See Notes)	5/1/2024		\$45.98	\$30.74	\$76.72
Operators (Building, Class 01A - See Notes)	5/1/2025		\$47.14	\$31.58	\$78.72
Operators (Building, Class 01A - See Notes)	5/1/2026		\$48.30	\$32.42	\$80.72
Operators (Building, Class 02 - See Notes)	5/1/2024		\$43.45	\$29.99	\$73.44
Operators (Building, Class 02 - See Notes)	5/1/2025		\$44.61	\$30.83	\$75.44
Operators (Building, Class 02 - See Notes)	5/1/2026		\$45.77	\$31.67	\$77.44
Operators (Building, Class 02A - See Notes)	5/1/2024		\$45.70	\$30.66	\$76.36
Operators (Building, Class 02A - See Notes)	5/1/2025		\$46.86	\$31.50	\$78.36
Operators (Building, Class 02A - See Notes)	5/1/2026		\$48.02	\$32.34	\$80.36
Operators (Building, Class 03 - See Notes)	5/1/2024		\$40.73	\$29.18	\$69.91
Operators (Building, Class 03 - See Notes)	5/1/2025		\$41.88	\$30.03	\$71.91
Operators (Building, Class 03 - See Notes)	5/1/2026		\$43.04	\$30.87	\$73.91
Operators (Building, Class 04 - See Notes)	5/1/2024		\$39.59	\$28.85	\$68.44
Operators (Building, Class 04 - See Notes)	5/1/2025		\$40.74	\$29.70	\$70.44
Operators (Building, Class 04 - See Notes)	5/1/2026		\$41.90	\$30.54	\$72.44
Operators (Building, Class 05 - See Notes)	5/1/2024		\$39.13	\$28.73	\$67.86
Operators (Building, Class 05 - See Notes)	5/1/2025		\$40.30	\$29.56	\$69.86
Operators (Building, Class 05 - See Notes)	5/1/2026		\$41.45	\$30.41	\$71.86
Operators (Building, Class 06 - See Notes)	5/1/2024		\$38.26	\$28.46	\$66.72
Operators (Building, Class 06 - See Notes)	5/1/2025		\$39.42	\$29.30	\$68.72
Operators (Building, Class 06 - See Notes)	5/1/2026		\$40.58	\$30.14	\$70.72
Operators (Building, Class 07A- See Notes)	5/1/2024		\$53.10	\$34.27	\$87.37
Operators (Building, Class 07A- See Notes)	5/1/2025		\$54.56	\$35.21	\$89.77
Operators (Building, Class 07A- See Notes)	5/1/2026		\$56.03	\$36.14	\$92.17
Operators (Building, Class 07B- See Notes)	5/1/2024		\$52.75	\$34.17	\$86.92
Operators (Building, Class 07B- See Notes)	5/1/2025		\$54.22	\$35.10	\$89.32
Operators (Building, Class 07B- See Notes)	5/1/2026		\$55.69	\$36.03	\$91.72
Painters Class 1 (see notes)	5/1/2024		\$31.81	\$23.77	\$55.58
Painters Class 1 (see notes)	5/1/2025		\$32.71	\$24.17	\$56.88
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	5/1/2023		\$30.09	\$23.19	\$53.28
Painters Class 2 (see notes)	5/1/2025		\$35.61	\$24.18	\$59.79
Painters Class 3 (see notes)	5/1/2025		\$41.71	\$24.18	\$65.89
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-10192 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plasterers	5/1/2025		\$34.68	\$21.23	\$55.91
plumber	5/1/2024		\$54.28	\$35.26	\$89.54
plumber	5/1/2025		\$56.28	\$36.01	\$92.29
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Composition)	5/1/2025		\$46.03	\$34.77	\$80.80
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sheet Metal Workers	6/1/2025		\$45.02	\$44.71	\$89.73
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Sprinklerfitters	4/1/2025		\$49.75	\$29.21	\$78.96
Steamfitters	5/1/2024		\$59.65	\$43.09	\$102.74
Steamfitters	5/1/2025		\$61.47	\$44.89	\$106.36
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Finisher	5/1/2025		\$36.32	\$21.68	\$58.00
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Grinder	5/1/2025		\$37.10	\$21.68	\$58.78
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Terrazzo Mechanics	5/1/2025		\$37.17	\$23.43	\$60.60
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2025		\$37.71	\$18.73	\$56.44
Tile Setter	5/1/2026		\$39.66	\$18.73	\$58.39
Truckdriver class 1(see notes)	5/1/2025		\$41.87	\$0.00	\$41.87
Truckdriver class 2 (see notes)	5/1/2025		\$41.94	\$0.00	\$41.94
Truckdriver class 3 (see notes)	5/1/2025		\$42.43	\$0.00	\$42.43
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-10192 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter	5/1/2025		\$36.87	\$20.49	\$57.36
Carpenter	5/1/2026		\$37.63	\$21.18	\$58.81
Carpenter Welder	5/1/2025		\$37.62	\$20.49	\$58.11
Carpenter Welder	5/1/2026		\$38.38	\$21.18	\$59.56
Carpenters - Piledriver/Welder	1/1/2025		\$37.62	\$20.49	\$58.11
Carpenters - Piledriver/Welder	1/1/2026		\$38.38	\$21.18	\$59.56
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$60.31	\$44.97	\$105.28
Dockbuilder/Pile Driver Diver	5/1/2026		\$61.88	\$45.47	\$107.35
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		\$37.26	\$32.63	\$69.89
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 01 - See notes)	5/1/2025		\$26.61	\$19.99	\$46.60
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 02 - See notes)	5/1/2025		\$33.23	\$19.99	\$53.22
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 03 - See notes)	5/1/2025		\$30.22	\$19.99	\$50.21
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 04 - See notes)	5/1/2025		\$30.57	\$19.99	\$50.56
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 05 - See notes)	5/1/2025		\$31.24	\$19.99	\$51.23
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 06 - See notes)	5/1/2025		\$30.66	\$19.99	\$50.65
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 07 - See notes)	5/1/2025		\$30.95	\$19.99	\$50.94
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Laborers (Class 08 - See notes)	5/1/2025		\$31.43	\$19.99	\$51.42
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-10192 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-10192 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	5/1/2025		\$35.61	\$24.18	\$59.79
Painters Class 3 (see notes)	5/1/2024		\$40.81	\$23.78	\$64.59
Painters Class 3 (see notes)	5/1/2025		\$41.71	\$24.18	\$65.89
Piledrivers	5/1/2025		\$36.87	\$20.49	\$57.36
Piledrivers	5/1/2026		\$37.63	\$21.18	\$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		\$54.39	\$44.73	\$99.12
Truckdriver class 1(see notes)	5/1/2025		\$41.87	\$0.00	\$41.87
Truckdriver class 2 (see notes)	5/1/2025		\$41.94	\$0.00	\$41.94
Truckdriver class 3 (see notes)	5/1/2025		\$42.43	\$0.00	\$42.43

APPENDIX "D"

ACT NO. 45-1998 (72 P.S. § 7201 ET SEQ.)

(pp) "Building machinery and equipment." Generation equipment, storage equipment, conditioning equipment, distribution equipment and termination equipment, which shall be limited to the following:

(1) air conditioning limited to heating, cooling, purification, humidification, dehumidification and ventilation;

(2) electrical;

(3) plumbing;

(4) communications limited to voice, video, data, sound, master clock and noise abatement;

(5) alarms limited to fire, security and detection;

(6) control system limited to energy management, traffic and parking lot and building access;

(7) medical system limited to diagnosis and treatment equipment, medical gas, nurse call and doctor paging;

(8) laboratory system;

(9) cathodic protection system; or

(10) furniture, cabinetry and kitchen equipment.

The term shall include boilers, chillers, air cleaners, humidifiers, fans, switchgear, pumps, telephones, speakers, horns, motion detectors, dampers, actuators, grills, registers, traffic signals, sensors, card access devices, guardrails and medical devices, floor troughs and grates and laundry equipment, together with integral coverings and enclosures, whether or not the item constitutes a

APPENDIX “D”

ACT NO. 45-1998 (72 P.S. § 7201 ET SEQ.)

fixture or is otherwise affixed to the real estate whether or not damage would be done to the item or its surroundings upon removal or whether or not the item is physically located within a real estate structure. The term “building machinery and equipment” shall not include guardrail posts, pipes, fittings, pipe supports and hangers, valves, underground tanks, wire, conduit, receptacle and junction boxes, insulation, ductwork and coverings thereof.



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

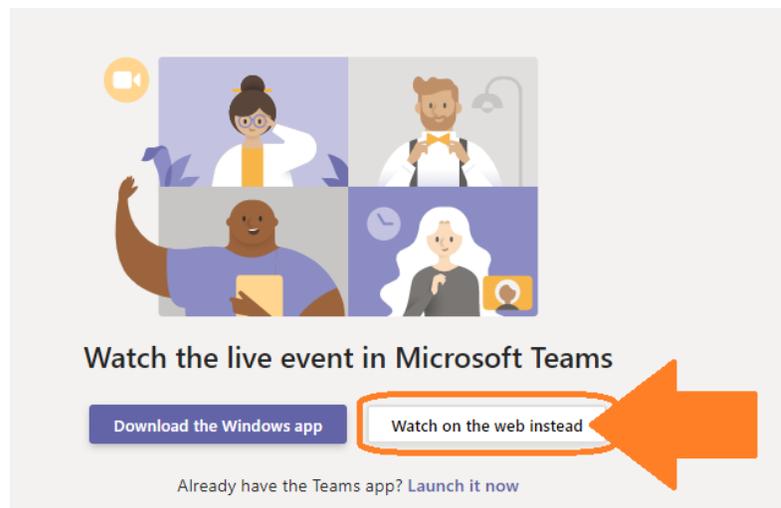
<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

APPENDIX F - HOW TO JOIN A MICROSOFT TEAMS MEETING

Teams works best in Edge or Chrome. It does not work in Internet Explorer.

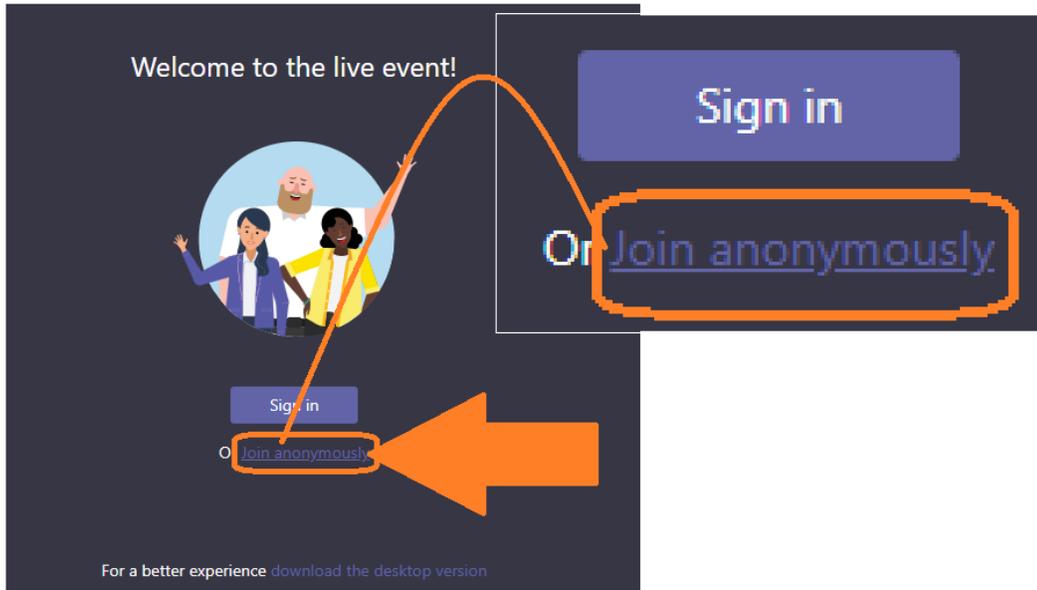
The Meeting

- Step # 1. Go to the Purchasing ITB and RFP page on the County website at <https://www.co.berks.pa.us/Dept/Purchasing/Pages/ITBRFP.aspx>
- Step # 2. The Teams Live Event links for the Pre-Bid/Pre-Proposal, as well as the Bid/Proposal Opening will be posted with each specific Invitation to Bid (ITB) and Request for Proposal (RFP).
- Step # 3. Click on the meeting link associated with the ITB or RFP you are interested in for the appropriate event.
- Step # 4. Click Watch on the web instead.



- Step # 5. You will be prompted to download the Teams app, Open in web browser (Edge or Chrome) or Launch the Teams app if you already have it. You can select Join on the web instead and join as a guest. If you have used Teams in the past, launch the app and use a verified account.

APPENDIX F - HOW TO JOIN A MIROSOFT TEAMS MEETING



APPENDIX F - HOW TO JOIN A MICROSOFT TEAMS MEETING

- Step # 6. You will join the meeting in the “Lobby” until you are admitted by County staff.
- Step # 7. All Public participants join the meeting muted with cameras off. County staff will change your participation status at which point you can control your camera and microphone.
- Step # 8. Please add your name and company name to the Chat when you are admitted to the meeting. (This is only required for pre-bid/pre-proposal events.)
- Step # 9. You can use the Chat, “Raise Your Hand” feature or unmute and ask your questions real-time. Please keep your questions germane to the ITB/RFP being reviewed.
- Step # 10. Close the application or web browser window to leave the meeting.

End of process