

COUNTY OF BERKS

Invitation to Bid #26-04 SKAA

for

**Berks Road Bridge Replacement Project – Berks Road Over Tributary
to Plum Creek**

Issued on February 4, 2026

Pre-Bid Conference:

Wednesday, February 18th, 10:00 A.M.

Refer to Section One, paragraph 1 for details.

Submittal Deadline:

Wednesday, March 25th, 2:00 P.M. Local Prevailing Time

Refer to Section One, paragraph 4 for submittal instructions.

Opening Date/Time:

Wednesday , March 25th, 2:15 P.M. Local Prevailing Time

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

Stephanie Kofke

Tel: 610-478-6168 x6279

Fax: 610-898-7404

Email: skofke@berkspa.gov

Engineer for this Project is:

McCormick Taylor, Inc.

John R. Bush, P.E.

Tel: 484-326-1960

Email: jrbush@mccormicktaylor.com

This Invitation to Bid (ITB) package consists of 212 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, located at 633 Court Street Reading, PA 19601. 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 by 5:00 PM on March 10th, 2026. 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 on-site at Berks Road on Wednesday, February 18th, 2026, GPS coordinates 40°22'35.2"N 76°00'50.7"W beginning promptly at 10:00 A.M., local prevailing time.

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.

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

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- E. Contractor: Successful Bidder, i.e., Bidder to whom Contract is awarded.
- F. Project: Berks Road Bridge Replacement Project – Berks Road over Tributary to Plum Creek.
- 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.

(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.

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(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 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

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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.

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

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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 March 25, 2026 (“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.

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>.

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. Bidders on this project must be PennDOT pre-qualified with similar work experience in order to qualify for consideration on this project. Bidders shall indicate PennDOT Prequalification Numbers, expiration dates, and ability factors as necessary.

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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 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.

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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 a 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 (\$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

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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.

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 in whole or in part by acts, 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. 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

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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

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

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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 is to be PennDOT prequalified, 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 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.

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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:

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.

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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 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

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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.

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

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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.

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 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.

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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 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

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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 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.

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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 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 on approximately April 27, 2026 and must be completed by or on October 30, 2026. 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. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

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	Semi-Annually

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	specified work, remaining payment amount shall be made. Payments shall be subject to conditions of paragraph B hereof.	
\$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. Payments shall be subject to paragraph B hereof.	Quarterly
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:

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(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 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

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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.

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.

SECTION ONE
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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 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 and Forty Five Dollars (\$1845) 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

SECTION ONE
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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 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;

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L. Apprenticeship and Training Act; and

M. Inspection of Employment Records Law.

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 #26-04 SKAA
Berks Road Bridge Replacement Project – Berks Road over Tributary to Plum Creek

The County of Berks is accepting sealed bids from qualified bidders for Berks Road Bridge Replacement - Berks Road over Tributary to Plum Creek. 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 March 25, 2026. Bids will be opened publicly at 2:15 PM, on Wednesday March 25, 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 Wednesday, February 18, 2026 beginning promptly at 10:00 A.M onsite at Berks Road bridge, GPS coordinates 40°22'35.2"N 76°00'50.7"W.

Details can be found in the above notated ITB. 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 Rodriques
Director of Contracts and Procurement
Tel: 610-478-6168

SECTION THREE TECHNICAL SPECIFICATIONS

1. Summary

This project consists of the removal and replacement of the existing Berks Road bridge that carries Berks Road over an unnamed tributary to Plum Creek. The existing structure is to be replaced with a culvert, additional approach roadway work to be included as a part of this project. The bridge is located in and owned by Berks County. The following is included as part of this contract:

- The scope of work at this location consists of the removal of the existing bridge and replacement with a cast in-place culvert. A temporary stream crossing upstream of the work site will be utilized to provide alternative access during construction. Roadway approach work including the installation of guide rail will also be performed.

Access to Camp Joy 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

- a. Project Duration: The Contractor shall have One Hundred and Eighty-Three (183) 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.
- b. 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.
- c. 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

SECTION THREE TECHNICAL SPECIFICATIONS

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.

- d. 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 Item 0901-0001 Maintenance and Protection of Traffic During Construction).

3. Manufacturer Specifications

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

4. Item Specifications

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:

ITEM 0201-0001 CLEARING AND GRUBBING

In accordance with Section 201.

ITEM 0203-0001 CLASS 1 EXCAVATION

In accordance with Section 203.

ITEM 0203-0006 SAWCUTTING

In accordance with Section 204.

ITEM 0205-0100 FOREIGN BORROW EXCAVATION

In accordance with Section 205.

ITEM 0212-0014 GEOTEXTILE, CLASS 4, TYPE A

In accordance with Section 212.

ITEM 0313-0426 SUPERPAVE ASPHALT MISTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0MM MIX, 6" DEPTH

In accordance with Section 313.

ITEM 0350-0106 SUBBASE 6" DEPTH (NO. 2A)

In accordance with Section 350.

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ITEM 0413-0248 SUPERPAVE ASPHAT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 9.5MM MIX, 1 ½" DEPTH, SRL-L

In accordance with Section 413.

ITEM 0413-6045 SUPERPAVE ASPHAT MIXTURE DESIGN, BINDER COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 19.0MM MIX, 2 ½" DEPTH

In accordance with Section 413.

ITEM 0460-0001 ASPHALT TACK COAT

In accordance with Section 460.

ITEM 0608-0001 MOBILIZATION

In accordance with Section 608.

ITEM 0620-0400 TERMINAL SECTION, SINGLE

In accordance with Section 620.

ITEM 0620-1600 TYPE 31-S GUIDE RAIL

In accordance with Section 620.

ITEM 0620-1602 TYPE 31-S GUIDE RAIL WITH 8' EXTRA LENGTH POSTS

In accordance with Section 620.

ITEM 0620-1650 TYPE 31-STRONG POST END TREATMENT

In accordance with Section 620.

ITEM 0620-2050 THRIE-BEAM GUIDE RAIL TO PA 3-RAIL BRIDGE BARRIER WITHOUT CURB

In accordance with Section 620.

ITEM 0802-0001 TOPSOIL FURNISHED AND PLACED

In accordance with Section 802.

ITEM 0804-0025 SEEDING AND SOIL SUPPLEMENTS – FORMULA B RESIDENTIAL MIX, INCLUDING MULCH

In accordance with Section 804.

ITEM 0804-0032 SEEDING – FORMULA T TEMPORARY GRASS MIX, INCLUDING MULCH

In accordance with Section 804.

ITEM 0806-0103 TEMPORARY ULTRA SHORT-TERM, ROLLED EROSION CONTROL PRODUCT, TYPE 1D

In accordance with Section 806.

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ITEM 0845-0001 UNFORESEEN WATER POLLUTION CONTROL

In accordance with Section 845.

ITEM 0849-0010 ROCK CONSTRUCTION ENTRANCE

In accordance with Section 849.

ITEM 0855-0003 PUMPED WATER FILTER BAG

In accordance with Section 855.

ITEM 0855-0004 REPLACEMENT PUMPED WATER FILTER BAG

In accordance with Section 855.

ITEM 0867-0012 COMPOST FILTER SOCK, 12" DIAMETER

In accordance with Section 867.

ITEM 0901-0231 ADDITIONAL WARNING LIGHTS, TYPE B

In accordance with Section 901.

ITEM 0901-0240 ADDITIONAL TRAFFIC CONTROL SIGNS

In accordance with Section 901.

ITEM 0931-0003 POST MOUNTED SIGNS, TYPE B, STEEL SQUARE POST

In accordance with Section 931.

ITEM 0937-0114 GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/W)

In accordance with Section 937.

ITEM 0941-0001 RESET POST MOUNTED SIGNS, TYPE B

In accordance with Section 941.

ITEM 1002-0052 REINFORCEMENT BARS, EPOXY COATED

In accordance with Section 1002.

SECTION THREE TECHNICAL SPECIFICATIONS

ITEM 4850-0025 – ROCK, CLASS R-7, CHOKED WITH STREAM BED MATERIAL

In accordance with SECTION 850 and as follows:

MATERIAL – In accordance with Sections 703 and 850.

CONSTRUCTION – Section 850.3 – Add the following:

Place additional stream bed material evenly distributed within the Rock, Class R-7.

MEASUREMENT AND PAYMENT – Section 204.4 - Add the following:

(d) Stream Bed Material Cubic Yard incidental to the Rock, Class R-7 amounting to 40 (forty) percent of the total quantity of the Rock, Class R-7.

ITEM 5018-0001 – REMOVAL OF EXISTING BRIDGE STRUCTURE

I. DESCRIPTION – This work is the removal and disposal of the existing structure and portion of the existing stone masonry walls along the banks.

II. MATERIAL – In accordance with Section 1018.2.

III. CONSTRUCTION – In accordance with Section 1018.3 and as follows:

Carefully remove portion(s) of the stone masonry walls supporting the brick swales upstream and downstream of the structure along the west bank. Remove only the wall to fit the culvert aprons. The Contractor is responsible for damage to the walls beyond the proposed apron limits.

This work coincides with ITEM 9203-2101 to provide temporary excavation support to not damage the swales.

IV. MEASUREMENT AND PAYMENT – Lump Sum.

ITEM 8510-0001 PRECAST CONCRETE BOX CULVERT, AS DESIGNED

I. DESCRIPTION – This work is the construction of a culvert of the design indicated.

II. MATERIAL – As indicated and as specified in the applicable sections of the Specifications, Publication 408, Supplements thereto, and/or the Special Provisions for each respective item included in the construction of the structure.

III. CONSTRUCTION – In accordance with applicable sections of the Specifications, Publication 408, Supplements thereto, and/or the Special Provisions for each respective item.

SECTION THREE TECHNICAL SPECIFICATIONS

IV. MEASUREMENT AND PAYMENT – Lump Sum.

Epoxy Coated Reinforcement Bars will be measured and paid for separately.

Submit the “Component Item Schedule”, included with the Proposal, as specified in Section 103.01(a).

Make the “Total” at the end of the “Component Item Schedule” equal to the lump sum shown for the structure.

ITEM 0901-0001 – MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

In accordance with Section 0901, Maintain and protect traffic in accordance with PA Code, Title 67, Chapter 212, Publication 213, Publication 35, Manual on Uniform Traffic Control Devices, Publication 236, and Publication 111, Publication 408, Publication 46 and Approved Traffic Control Plan.

Furnish and place G20-1-2, “ROAD WORK TO BEGIN NEXT WEEK” signs at the limits of work for two (2) weeks in advance of start of construction, as directed. Remove signs at the start of construction.

Maintain and protect traffic in accordance with 67 PA Code, Chapter 212 and as indicated on the Traffic Control Plan.

Maintenance and Protection of Traffic proposed for the Berks Road Bridge Replacement project consists of a planned traffic control plan around the project location to facilitate demolition and replacement of the existing structures carrying Berks Road over Tributary to Plum Creek.

Use Type III or Type VII (orange) retroreflective sheeting material for all long-term traffic control devices. Use Type III, Type VII, or Type VIII (fluorescent orange) retroreflective sheeting material for all long-term traffic control signs.

Designate an individual as Traffic Control Supervisor. Assure that this individual is responsible for the project maintenance and protection of traffic. Furnish to the Bern Township and Bern Township Police Department the name and address of the Traffic Control Supervisor and a telephone number where this person can be reached at all times at least ten (10) days prior to the start of work. Have the Traffic Control Coordinator inspect entire traffic control pattern every workday: once prior to start of each workday operation, at least once during each work day, and once after the conclusion of each workday operations. Undertake immediate corrective action of all deficiencies found during inspections including reported deficiencies. Document in a diary kept current at all times, all inspection reviews, and corrective actions taken pertaining to placement of signs and devices, and directing of traffic

SECTION THREE TECHNICAL SPECIFICATIONS

At least ten (10) days prior to the start of work, a complete list of company contacts, including 24-hour emergency contact, shall be provided to Bern Township for all contractors and subcontractors.

Notify all entities listed in the following table at least two (2) weeks prior to implementing the traffic control plan. Provide written documentation of the notifications to the Inspector-in-Charge.

Entity	Contact Person	Phone Number	E-mail Address
Berks County	Rex Levengood	610-478-6201 ext, 6220	rlevengood@berkspa.gov
Bern Township	Brian Potts, Township Manager	610-926-2267	bpotts@berntownship.org
Bern Township Police Department	Captain of Police Brett A. Forry	610-926-2535	
Bern Township Code Office		610-987-9290	
Muhlenberg Fire and Rescue	Chief Alex Lupco	610-929-8050	
Pennsylvania State Police	Mandy Miller	610-478-6240	mmiller@berkspa.gov
Northern Berks EMS		610-926-3671	info@northernberksems.com
Western Berks EMS		610-678-1545	info@wbems.com
Schuylkill Valley School District	Dr. Patrick Winters Acting - Superintendent	610-916-0957	
Bern Post Office		610-488-1477	
County Emergency Control		610-374-4800	
Inspector-in-Charge			
Camp Joy Berks County Park		610-376-8669	

Locate all signs to ensure sight distance is not obstructed at driveways and side streets.

Follow suggested sequence of construction as indicated on the plans.

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Ensure that ANSI 107-2004 Class 2 apparel (orange or fluorescent yellow-green) is worn by all employees engaged in work operations within the right-of-way of any Federal-Aid or State highway. Flaggers are required to wear ANSI 107-2004 Class 2 vests (orange or fluorescent yellow-green) when performing flagger operations. ANSI 107-2004 Class 3 apparel must be worn by all employees engaged in nighttime operations.

At all locations within the project limits where existing official traffic signs and devices are removed or relocated, jointly survey and record with the Inspector-in-Charge all official signs and devices (delineators, station markers, etc.) by standard number, description, size and station (left side/right side) before operations begin.

Carefully remove and securely stockpile all existing official traffic signs and devices as needed to perform required operations. Do not scratch or damage retroreflective sheeting face. Reset signs and devices as conditions permit. Replace all signs or posts damaged during removal or replacement with in-kind signs or materials at no expense to the County.

Have all traffic control devices inspected by the Inspector-in-Charge prior to the start of work and traffic control plan implementation. Inspect all temporary traffic control signs and changeable message signs on a daily basis.

Erect all barricades and warning signs prior to commencement of construction operations.

Install Type III Barricades with “Bridge Closed” signs as indicated. Adjust the location of the “Bridge Closed” sign/ barricades as necessary to restrict vehicles from entering the work area.

Provide new or like new traffic control signs and devices. Do not use retroreflective sheeting that is scratched, scarred, dirty or shows evidence of loss of reflectivity. Do not use signs or devices that are cracked, bent, dented or broken. Immediately repair or replace damaged, defaced or dirty devices and barriers.

Cover or remove all conflicting signs or signs not in use and remove conflicting pavement markings.

Mount all long-term signs on Type III barricades unless otherwise noted or as directed.

Erect all short term post-mounted signs in accordance with PennDOT Publications TC-8716, TC-8717, or on breakaway posts as shown on TC-8702B.

Install Type B lights on all short-term traffic control signing during nighttime operations.

Access to driveways must be maintained at all times.

Do not allow employees to park personal vehicles on any traveled roadway, shoulder, or seeded area along any local or state highways.

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Have all vehicles entering and leaving the work area do so in a manner that is not hazardous to or does not interfere with highway traffic. Ingress and egress must be via a stabilized construction entrance.

Equip all construction equipment that travels in any traffic lane open to public use with high intensity flashing lights. Use flashing lights of an amber color. Have flashing lights operating when vehicle is entering, leaving, or traveling on any traffic lane open to public use. Provide lights which have a 360-degree field of vision.

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.

Magnetically attach sign, or approved equal, to all vehicles excluding concrete delivery trucks used on this project during construction operations which travel the project on any traffic lane open to public use. Attach sign to rear of vehicles in a prominent position. Maintain signs in a condition suitable to the Inspector-in-Charge.

Size of signs for pick-up trucks and smaller vehicles are a minimum 1 foot high by 3 foot wide with 3-inch letters. Signs for larger trucks are a minimum 2 feet high by 5 feet wide with 6-inch letters. Provide a sign legend of an orange background with black letters, readable at a distance of 200 feet during daylight hours. Provide sign lettering which reads as follows:

CONSTRUCTION VEHICLE

KEEP ALERT FOR

SUDDEN STOPS AND TURNS

Install all traffic control devices as indicated on the Traffic Control Plan. The Contractor shall adjust sign locations as necessary as field conditions require.

Coordinate delivery of materials to minimize inconvenience to traveling public.

Leave accessible all in service fire hydrants, water valves, and mailboxes at all times during construction.

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

Cooperate and coordinate with any adjacent contractor within the area covered by this traffic control plan at no additional cost to the County.

All work is to be performed within the legal right-of-way or easements, permanent or temporary.

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Maintain constant surveillance of the traffic control operation and immediately replace or correct any missing, ineffective or misaligned equipment to the satisfaction of the Inspector-in-Charge.

Any debris and/or mud must be cleaned from the travel lanes and dust must be controlled during working hours and at the end of the workday. No trenches shall be left open that are accessible to the traveling public or would inhibit access to private driveways.

The Traffic Control Plan does not relieve the contractor of any responsibility for the protection of the general public and construction personnel as specified in section 901.3(a) of Publication 408.

The standards prescribed are a minimum and additional protection may be needed if problems are encountered during the term of the contract. Constantly review this plan for adequacy and recommend changes for County approval when inadequacies are discovered.

HOLIDAY RESTRICTIONS

Except as permitted by long-term lane closures, do not perform travel lane restrictions or perform any activities which will impede traffic during the following periods:

- Easter Weekend – Friday 6:00 AM through Monday 9:00 AM
- Memorial Day Weekend – Friday 6:00 AM through Tuesday 9:00 AM
- Independence Day Holiday – July 3, 6:00 AM through July 6, 9:00 AM
- Labor Day Weekend – Friday 6:00 AM through Tuesday 9:00 AM
- Thanksgiving Holiday – Wednesday 6:00 AM through Monday 9:00 AM
- Christmas Holiday – December 23, 6:00 AM through December 26, 9:00 AM
- New Year Holiday – December 30, 6:00 AM through January 2, 9:00 AM

MEASUREMENT AND PAYMENT – Lump Sum.

ITEM 9000-0001 TEMPORARY STREAM CROSSING

DESCRIPTION – This work is the furnishing, constructing, maintaining, resetting and removing of a temporary stream crossing as indicated or directed to allow for work area access.

MATERIAL –

- Geotextile, Class 4, Type A – Section 212
- No. 1 Coarse Aggregate– Section 703.2
- Rock, Class R-6 – Sections 850.2 (a)
- Temporary Pipe 45” x 29” elliptical pipe– Section 601.2

CONSTRUCTION – As shown on the contract drawings and as follows:

SECTION THREE TECHNICAL SPECIFICATIONS

The Temporary Stream Crossing is regulated under Title 25, Chapter 105 of Pennsylvania Code and may not be modified without a Chapter 105 permit amendment.

Schedule work and construct Temporary Stream Crossing during a period of low flow conditions with no rain forecasted as required for construction and outside of the in-stream work restrictions indicated on the contract documents.

Provide temporary pipes of the size indicated. Contractor must provide temporary stream diversion pipes of adequate strength to support anticipated construction loading, according to the manufacturer's specifications.

In accordance with the construction sequence indicated on the contract drawings, place Geotextile, Class 4, Type A material over footprint of the temporary stream crossing and install temporary pipes. Adequately anchor pipes to prevent floating. Place Rock, Class R-6 around the pipes. Choke the top 6 inches of the rock with No. 1 Coarse Aggregate. Provide a minimum depth of 21 inches of material over the pipes to the required level. Provide minimum cover over temporary pipes according to the manufacturer's specification. Provide a minimum of 2 feet (horizontal clearance) between the adjacent pipes.

Maintenance:

- Continuously monitor stream flow. While some resiliency was factored into the design of the temporary pipe sizing and elevation for the Temporary Stream Crossing, any rainfall event (inclement weather) will have the potential to produce stream flows that may exceed capacity of the pipes and overtop the crossing. Remove equipment and materials from the Temporary Stream Crossing for predicted storm events, or at the first indication of increases in flow.
- In the event a portion of the crossing becomes inoperative due to collapse, siltation, or any other factor, immediately take action to restore the crossing to full operation. Maintain Temporary Stream Crossing until its use is no longer required. Upon notification, remove the entire crossing, restore the area to its original condition, and satisfactorily dispose of removed material.

MEASUREMENT AND PAYMENT – Lump Sum.

Payment includes furnishing, installing, maintaining (including repair and debris removal), and removal of the temporary stream crossing (from bank to bank). Any work required with the approaches to the stream crossing is incidental to this item.

ITEM 9000-0002 TEMPORARY STREAM DIVERSION

DESCRIPTION – This work is the furnishing, constructing, maintaining, resetting and removing of a temporary pump diversion system as indicated or directed to divert stream flow around the construction area a minimum of three separate times during the life of the contract. This is to be installed to divert stream flow for the installation of the temporary road, then moved to divert

SECTION THREE TECHNICAL SPECIFICATIONS

stream flow during the removal and construction of the proposed permanent culvert, then moved again to divert stream flow during the removal of the temporary road.

MATERIAL –

(a) Temporary Sandbag Cofferdam

- Sandbags – polypropylene or acrylic material
- Fine aggregate – Section 703.1
- Polyethylene Sheeting – Section 711.1(a), (b) or (c).

(b) Pump System – Pump(s) and with a minimum capacity to handle stream baseflow (field verify flow values, but assumed to be approximately 4 CFS (1795 gpm)) and Intake/discharge hoses, couplings, trash screen(s), scour protection, etc.

CONSTRUCTION – As shown on the contract drawings and as follows:

The temporary stream diversion is regulated under Chapter 105 and may not be modified without a Chapter 105 permit amendment.

(a) Temporary Sandbag Cofferdam

- Fill the bags uniformly about three-fourths full and tie choke chords. Tuck the bottom corners of the bags after filling.
- Tie each end into the stream bank
- Place the sandbags so that the planes between the layers have the same pitch as the foundation.
- Place the bottom row of sandbags as headers. Place the subsequent rows of sandbags in alternate rows of stretchers and headers with the joints broken between courses. Construct the top row of sandbags as headers, where possible.
- Place all bags so that the side seams on stretcher and choked end on header are turned toward the center of the diversion device and are not exposed.
- Weave polyethylene sheet through the sandbags towards the upstream face of diversion device.

(b) Pump System

- When dry weather is forecasted, set up pump, hoses, and appurtenances capable of continuously pumping stream base flow around the planned work area.
- Machinery is not permitted within the stream channel when not diverted.
- Construct a Temporary Sandbag Cofferdam upstream & downstream of the planned work area and immediately commence pumping activities.
- Maintain the pump diversion system during the life of the contract.
- Monitor the pump bypass system 24 hours a day, 7 days a week while in operation.
- Provide backup pump(s) of equal or greater capacity for system redundancy in case of pump break down.

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- Any rainfall event (inclement weather) will have the potential to produce stream flows in excess of pump capabilities. Therefore, no channel work, requiring the use of this system, may be performed during a rainfall event. If inclement weather is imminent, stabilize the work area and remove temporary stream diversion.
- Monitor stream flow. Remove equipment and materials for the temporary stream diversion (and otherwise) from the stream and work area for predicted, or at the first indication of, increases in flow.
- Reset temporary pump diversion after increased stream flow or inclement weather has passed and dry weather is forecasted.
- When channel work is completed and stabilized, remove pump diversion system and dispose of materials in an approved manner.

MEASUREMENT AND PAYMENT – Lump Sum

ITEM 9000-0003 – OVER-EXCAVATION AND BACKFILLING WITH NO 2A COARSE AGGREGATE

- I. DESCRIPTION – This work is the over-excavation of soil beyond Elevation 237.00 to achieve bearing to the top of the very dense, stratum 2 soils.

II. MATERIAL –

(a) No 2A Coarse Aggregate, Section 703

(b) Class C Cement Concrete, Section 704

III. CONSTRUCTION –

Provide 72 hour notification to the County Representative (CR) for bedding inspection. Excavate all inadequate soil down to the very dense, stratum 2 soil layer as indicated or directed by the CR. Any pockets of deficient material found at the bottom of the undercut should also be removed. Suitable bearing material will be determined by the CR. Maintain stability of excavation.

Place No 2A coarse aggregate to the bottom of the bedding elevation or as directed. Start backfilling a minimum of 1' of No 2A coarse aggregate the same working day as subgrade approval. If backfill cannot commence the same day as subgrade approval, a 4 inch thick layer of PennDOT Class C lean concrete (2,000 psi 28-day strength) should be placed across the bottom of the undercut for protection.

Provide excavation dewatering as necessary and as-directed to allow for inspection, material placement and other construction activities in the dry. Perform temporary excavations and provide excavation support as necessary for safety of the work site and in accordance with

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applicable regulations and special provisions.

Dispose of all unsuitable materials in accordance with Section 105.14.

IV. MEASUREMENT AND PAYMENT – Cubic Yard.

Includes over-excavation beneath the planned excavation limits (Elevation 237.00), excavation dewatering, disposal of excavated material, backfill with No 2A coarse aggregate and/or Class C cement concrete.

Excavation and placement of No 2A coarse aggregate to Elevation 237.00 is included in the lump sum structure, Item 8510-0001. Measured from Elevation 237.00 indicated on the plans to the approved bottom limit of the over-excavation.

No payment will be made for excavation or backfill in excess of 2 feet vertically and 2 feet horizontally beyond the outside perimeter of the footing unless otherwise directed by the County Representative.

ITEM 9000-0004 – REMOVAL AND RECONSTRUCTION OF EXISTING STONE MASONRY WALL

DESCRIPTION - This work is for the selective removal and reconstruction of a portion of the existing stone masonry wall located on the northwest corner of the existing structure as indicated on the drawings including -

- Salvage, handling, and storage of removed stone for reuse.
- Reconstruction of a portion of the masonry wall using salvaged materials.
- Integration and connection of the reconstructed wall to a proposed concrete culvert wingwall.
- Disposal of unsalvageable materials.

MATERIAL –

- ASTM C270 – Mortar for Unit Masonry.
- ASTM C144 – Standard Specification for Aggregate for Masonry Mortar.
- ASTM C216 – Facing Brick (for reference where dimensional stability applies).
- ASTM C568 – Limestone Building Stone (or applicable stone specification).
- ACI 530/ASCE 5 – Building Code Requirements for Masonry Structures.

Masonry Contractor Qualifications:

1. Minimum 5 years experience with stone masonry reconstruction.
2. Demonstrated experience with historic or irregular stone wall construction.

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Salvaged Stone:

1. Use existing stones removed from the wall.
2. Supplemental new stone may be used only with Engineer approval and must match existing stone in color, texture, and dimensions.

Mortar:

1. Cement, lime, sand, and additives shall comply with ASTM standards listed above.
2. Mortar mix shall match existing wall characteristics, typically Type N or Type S unless noted otherwise on drawings.
3. Mortar color shall match existing wall mortar as closely as practicable.

Epoxy:

1. Epoxy adhesive shall meet ASTM C881.

CONSTRUCTION – limits as shown on the drawings and as follows:

Verify existing conditions of the wall and culvert area before beginning work. Notify Engineer of any substrate conditions detrimental to proper reconstruction.

- a) Stake out limits of proposed wingwall and limits of stone masonry wall to be removed and reconstructed.
- b) Demolition and salvage
 - Carefully dismantle designated portions of the existing stone masonry wall up to one (1) foot past the proposed culvert wingwall.
 - Remove stones by hand or with light mechanical methods to prevent breakage.
 - Clean salvaged stones of existing mortar using hand tools; avoid damaging the stone.
 - Sort and stockpile stones by type, size, and shape.
- c) Preparation for reconstruction
 - Ensure proposed culvert wingwall concrete has reached specified strength before attaching masonry.
 - Regrade the area behind the removed portion of the wall to existing conditions and stabilize.
 - Remove all debris and roots prior to reconstruction.
- d) Stone masonry reconstruction
 - Rebuild the wall using salvaged stones laid in their original orientation when possible.
 - Fit stones tightly; chinking or shimming with small stone fragments permitted only where matching existing construction.

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- Mortar joints width to match existing (typically 3/8"–3/4" unless otherwise indicated).
 - Tool mortar joints to match original joint profile.
 - Remove and replace any smeared or improperly tooled joints.
- e) Integration with culvert wingwall
- Ensure stone courses align flush with the proposed wingwall.
 - Seal joints between stonework and concrete wingwall with approved joint sealant.
- f) Cleaning and final finish
- Clean reconstructed masonry using non-acidic, non-abrasive methods.
 - Remove all debris and waste materials from site.
- g) Protection
- Protect newly placed masonry from freezing, excessive heat, or moisture until cured.
 - Provide temporary bracing if needed to prevent movement until mortar has set.

MEASUREMENT AND PAYMENT – Square Foot

Payment includes all materials and labor required for removing the existing stone masonry wall and the reconstruction and attachment to the culvert wing wall.

ITEM 9000-0005 – REMOVAL OF EXISTING SPLIT RAIL FENCE

DESCRIPTION – This work consists of removing of the existing fence as follows:

Carefully remove entire existing split rail fence at the northeast corner. Carefully remove the split rail fence along the southeast corner that conflicts with the installation of the proposed guide rail. The fence is to be removed to the nearest panel closest to the end terminal of the proposed guide rail. Care is to be taken to not impact any additional existing fence.

MEASUREMENT AND PAYMENT – Linear Foot.

Payment includes all materials and labor required for removing the existing fence.

ITEM 9203-2101 TEMPORARY EXCAVATION SUPPORT AND PROTECTION SYSTEM

- I. **DESCRIPTION** – This work is the design and construction of a temporary excavation support and protection system or appropriately designed open cut excavation, as indicated, with a service life of less than or equal to 36 months.
- II. **MATERIAL** – Provide certification or laboratory test results verifying material properties. For used steel, the salvage design values from AASHTO Guide Design Specification for Bridge Temporary Works (AASHTO Guide Spec) may be used as an

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alternate to testing to determine grade of steel. Materials need not be new but must be in serviceable condition as determined by the Representative. Temporary material used does not have to be from a Bulletin 15 source, but must meet the following:

- Structural Steel.....AASHTO M 270 (ASTM A709M/A709) Grade 36, Grade 50, or Grade 50W, ASTM A992, ASTM A588, Section 1105
- Steel Sheet Piling.....ASTM A328, ASTM A572, Section 1105
- Steel H-Piles.....AASHTO M 270 (ASTM A709M/A709), Grade 36 or ASTM A572 Grade 50, Section 1105
- Wood LaggingRough Cut Species in AASHTO Guide Spec Appendix A and AASHTO Construction Handbook for Bridge Temporary Works Appendix C
- Cement.....AASHTO M85 and AASHTO M240, Section 701
- Pre-Stressing SteelASTM A416 Grade 270, Section 1107
- Welded Wire Fabric.....ASTM A1064, Section 709
- Reinforcement BarsAASHTO M 31 (ASTM A615), ASTM A616 Grade 60, ASTM A706 Grade 60, Section 615 and/or Section 709
- Other Material.....In accordance with applicable Sections of Publication 408

- III. DESIGN** – Design the temporary excavation support and protection system in accordance with current AASHTO LRFD Bridge Design Specifications, Design Manual Part 4, FHWA guidelines, and AASHTO Guide Spec. Design temporary excavation support and protection system for final condition and all construction conditions, including surcharge loads due to vehicle traffic and construction equipment. Submit design calculations and completed detailed drawings signed and sealed by a Professional Engineer registered in the Commonwealth of Pennsylvania to the County Representative. Include in the design calculations all material properties, design loads, and design assumptions. Include on the completed detailed drawings all design dimensions, limits of work, elevations, material, member sizes and construction sequence. Provide cutoff elevation of steel and wooden components for work in streambed. Include specific installation procedures and testing requirements as part of the submittal. Allow 14 days for the review by the County.

Ensure that temporary excavation support and protection system design and construction conforms to the following:

- a) Open cut excavations are allowed, provided they meet OSHA requirements, the safety of the traveling public, the approved traffic control plan, the support and safety of the existing structure is assured, and they stay within the legal right-of-way lines. Cuts can extend beyond legal right-of-way lines only with the written approval of the County and written permission of the property owners. Ensure environmental compliance if cut extends beyond area cleared by the County.
- b) Temporary embankment or soil cut slopes that do not require a stability analysis, must have the following required subsurface information available from existing

SECTION THREE

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subsurface exploration or as supplemented by additional subsurface investigation as a minimum:

- Soil and rock (if applicable) strata and orientation/slope of strata
 - In-situ soil testing (Standard Penetration Testing (SPT) and/or Cone Penetration Testing (CPT)) for applicable soil layers
 - Groundwater level(s)
 - Laboratory classification test results including natural moisture content, sieve and hydrometer analyses, and Atterberg limits
 - Laboratory Testing for shear strength parameters is to be performed wherever practical. For critical situations and conditions, laboratory testing of representative project specific materials to determine shear strength parameters is mandatory.
 - Meet OSHA requirements for Type C soil, or better
- b.1 A slope stability analysis is not required for temporary embankment slopes that meet all the following requirements:
- The proposed embankment is 20 feet or less in height measured vertically from the toe to the top of proposed embankment
 - Proposed slope is 1.5H:1V or flatter
 - Embankment will be constructed as specified in Publication 408, Section 206
 - Estimated friction angle of foundation material to a depth of at least the height of the embankment is at least 30 degrees
 - Ground slope beneath the embankment and 20 feet beyond the toe of the embankment is 4H:1V or flatter
 - A structure is not proposed or currently within or above the slope
 - For slope widening, in addition to above, the existing slope is 1.5H:1V or flatter, the existing embankment will be benched before fill placement, the estimated friction angle of the existing embankment is at least 30 degrees, and the existing embankment shows no indication of instability.
 - Meet OSHA requirements for Type C soil, or better
 - Conform to OSHA requirements, including, but not limited to, placement of spoil, ingress or egress, and inspection.
- b.2 A slope stability analysis is not required for temporary soil cuts and soil cut widenings that meet all the following requirements:
- Proposed cut is 20 feet or less in height measured vertically from toe to top of proposed cut
 - Proposed slope is 1.5H:1V or flatter
 - Estimated friction angle of soil from top of cut to a depth of at least the height of the cut below the toe of cut is at least 30 degrees.
 - Ground slope above the top of cut is 10H:1V or flatter and ground slope beyond the toe of the cut slope is less than 4H:1V.
 - Groundwater level is at or below the toe of the proposed cut

SECTION THREE TECHNICAL SPECIFICATIONS

- A structure is not proposed or currently within or above the slope
 - For cut slope widening, the existing cut slope is as steep or steeper than the proposed cut and shows no indication of instability.
 - Meet OSHA requirements for Type C soil, or better
 - Conform to OSHA requirements, including, but not limited to, placement of spoil, ingress or egress, and inspection.
- c) A slope stability analysis is required when:
- A temporary soil cut is required to build a structure, install a utility
 - An embankment is steepened for maintenance and protection of traffic or
 - if a structure is proposed or currently within or above the slope.

Use a minimum factor of safety of 1.2 for slopes less than 20 feet in height that do not have a structure within or on top of the slope and have high quality subsurface data. For slopes that do not meet those requirements, use a minimum factor of safety of 1.3.

- d) Select the appropriate temporary excavation support and protection system to be used. Examples include anchored walls, mechanically stabilized earth walls, prefabricated modular walls, cantilever walls, cofferdams, and soil nailing walls. These systems may be comprised of one or more of the following: Soldier Piles, Timber Lagging, Steel Sheet Piling, Caissons, Slurry Walls, Tiebacks, Soil Nails, Shotcrete, Deadman Anchors, Wales, Cross lot Bracing, Raker Braces, Precast Concrete, Precast Lagging, Soil Cement Lagging, Cement Bentonite, Gabions, Micropiles, Concrete Reaction Blocks, Mechanically Stabilized Earth Walls or other methods.
- e) Design temporary excavation support and protection system based on the following soil parameters: (*see Project Specific Details for following parameters*):
- Effective angle of friction _____
 - Moist unit weight of soil _____
 - Saturated unit weight of soil _____
 - Effective cohesion _____
 - Static groundwater level at elevation _____
 - Undrained shear strength of cohesive soil _____
 - Shear strength for rock mass _____

Provide other soil and rock properties with test data, needed in the design of the temporary excavation support and protection system.

- f) Ensure that all components stay within the legal right-of-way unless an easement is obtained by the Contractor.

IV. CONSTRUCTION – Install temporary excavation support and protection system as specified in applicable Sections of Publication 408. Be responsible for adequacy, safety and compliance with Traffic Control Plan. If the design is not compliant with

SECTION THREE TECHNICAL SPECIFICATIONS

the approved Traffic Control Plan, furnish any additional traffic control devices at no additional cost to the County. All steel and wooden components may remain in place to pavement subgrade or 2 feet below finish grade, whichever is the higher elevation. Treated wood is not required unless it is within 6 feet of finish grade and is to remain in place. Pressure treat to American Wood Preservers Association (AWPA) Standard U1. Finish grade is defined as top of pavement when a roadway is behind the temporary excavation support and protection system. Have a Professional Engineer, registered in the Commonwealth of Pennsylvania, certify that the temporary excavation support system or open cut excavation has been installed as shown on the Professional Engineer's signed and sealed drawings. Submit the certification to the Representative within 3 working days of completion of the system. Treat field cuts according to AWPA Standard M4.

- V. QUALIFICATIONS** - The work must be supervised by a superintendent or foreperson who is experienced in the construction of temporary excavation support and protection system proposed. If the design height of the temporary excavation support and protection system exceeds 20 feet, provide the following with the design submission:
- For the superintendent or foreperson who will supervise the work, submit a list containing at least five projects which demonstrate a minimum of 3 years experience in the construction of the temporary excavation support and protection system proposed. Include a brief description of each project and the name and phone number of the owner's representative knowledgeable in each project listed.
 - The name of the Professional Engineer, registered in the Commonwealth of Pennsylvania and having at least 3 years experience in the design and construction of temporary excavation support and protection systems, who will design and specify the sequence of construction of the temporary excavation support and protection of system.

VI. MEASUREMENT AND PAYMENT – Lump Sum.

This item will be measured and paid for in a proportionate manner, designated by the County.

If an acceptable open cut excavation is provided instead of the temporary excavation support indicated, payment will be made for the as-bid lump sum temporary excavation support item, but no additional payment will be made for any class of excavation, structure backfill or additional shoring as a result of the open cut excavation or to restore the facilities to their original condition.

PROJECT SPECIFIC DETAILS

The Soil Parameters as indicated in III. (e) are:

- 1.a Effective angle of friction: 30°

SECTION THREE TECHNICAL SPECIFICATIONS

- 1.b Moist unit weight of soil: 120.0 pcf
- 1.c Saturated unit weight of soil: 125.0 pcf
- 1.d Effective cohesion: 0.0 psf
- 1.e Static groundwater level at elevation: 241.2
- 1.f Undrained shear strength of cohesive soil: N/A
- 1.g Shear strength of rock mass: 7 ksf

$K_o = 0.5$; $K_a = 0.33$; $K_p = 3.0$

Traffic surcharge: 360 psf

Equipment surcharge: Apply as a uniform horizontal pressure equal to the vertical surcharge pressure

multiplied by the applicable K-value per the degree of restraint.

For rock embedment use undrained shear strength of rock mass of 7 ksf.

If passive resistance is obtained entirely from rock embedment, the minimum soldier embedment should be 5 ft.

**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 _____, 2026.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform work
for the Obligee's Repairs to the Berks Road Bridge Replacement Project in Bern Township, 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)

**SECTION FOUR
FORM OF BID BOND**

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.

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 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 _____, 2026 (the “Bid”), to deliver general construction to the Obligee, in connection with the Berks Road Bridge Replacement 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 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 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 Performance Bond to the Obligee, with this Performance Bond to become binding upon the award of a contract to the Principal by the Obligee 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 Obligee; 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 performance of the Work in accordance with the Contract Documents, and/or any act of forbearance

SECTION FIVE
FORM OF PERFORMANCE BOND

of either the Principal or the Obligees toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligees 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 Obligees and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligees incur 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 Obligees.

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, Obligees 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 _____, 2026.

(Individual Principal)

WITNESS:

_____(SEAL)
(Signature of Individual)

Trading and Doing Business as

(Partnership Principal)

**SECTION FIVE
FORM OF PERFORMANCE BOND**

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
_____, 2026 (the “Bid”), to perform general construction Work for the Obligee, in
connection with the Berks Road Bridge Replacement Project located in Bern Township, 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 furnished the last of the materials for which payment is claimed, stating, with substantial

SECTION SIX FORM OF PAYMENT BOND

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 Oblige 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 Oblige toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Oblige 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 Oblige and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Oblige 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 Oblige.

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 resolution proceeding, Oblige 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,

SECTION SIX
FORM OF PAYMENT BOND

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 _____, 2026.

(Individual Principal)

(Signature of Individual) (SEAL)

WITNESS:

Trading and Doing Business as

(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: _____
President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

SECTION SIX
FORM OF PAYMENT BOND

(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-XX

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 [REDACTED] (hereinafter “Contractor”).

Background

The Owner desires to engage the Contractor for the delivery of general construction of Berks Road Bridge replacement project in accordance with the requirements set forth in the Owner’s Invitation to Bid #26-04-SKAA, inclusive of all Amendments (hereinafter “ITB”), and Contractor’s Bid thereto dated **Month Day, Year** (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 commencement of the particular work in question, Contractor shall submit a written claim to Owner for an adjustment, or further adjustment in the Contract

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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 to order required material and perform other preconstruction activities and must be completed no later than One Hundred and Eighty Three (183) days. 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. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to Three (3) months, to enter into a new 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 accordance with the Contract Documents during the Contract Period as detailed below:

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Item No.	Quantity	Item Description	Unit Price	Total Price

- 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: **List either the accepted alternates or N/A if none.**
- 4.4 Unit prices, if any, are as follows: **List either the unit prices (in table format) or N/A if none.**

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:

	<i>Owner:</i>	<i>Contractor:</i>
Attention	Rex Levengood Director – Facilities & Operations	
Address	Berks County Services Center 633 Court Street, 16th Floor Reading, PA 19601	
Telephone	610-478-6201 ext. 220	
Fax		
Email	rlevengood@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

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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 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

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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.

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;

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- 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 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.

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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, 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.

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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.

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

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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 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.

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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 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

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- 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
 - 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

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- 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.
- 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.

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- 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.
- 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

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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 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,

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proposal, or grantual terms, the Owner or Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

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

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agency, political subdivision, instrumentality, public authority, or other entity of the Owner.

- 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:

SECTION SEVEN CONTRACT

https://forms.office.com/Pages/ResponsePage.aspx?id=QSiOQSgB1U2b_bEf8Wpob3qI3pAawcL5FtG_Hh_QOF81URERZQTJSMjExTElBSEg5SEtORUc5UVNDTS4u

- 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
Telephone No: 717-783-6472
Fax No.: 717-787-9138

SECTION SEVEN CONTRACT

- 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.
- 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.

SECTION SEVEN CONTRACT

- 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 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.

SECTION SEVEN CONTRACT

- 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;
 - 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;

SECTION SEVEN CONTRACT

- 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 #26-04-SKAA 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.
- 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

SECTION SEVEN CONTRACT

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.

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 Rodrigues

Name (printed): _____

Title: Director of Contracts and Procurement

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

SECTION SEVEN
CONTRACT

Name (printed): Stephanie Kofke

Name (printed): _____

Title: Contract Manager

Title: _____

**SECTION EIGHT
BID FORM**

BID FORM – Berks Road Bridge Replacement Project

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
- Worker Protection and Investment Certification Form BOP-2201
- Certification that Bidder is PennDot Pre-Qualified

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.

**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 _____ 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.*

**SECTION EIGHT
BID FORM**

BASE BID – COST PROPOSAL SUMMARY

Item No.	Quantity	Item Description	Unit Price	Total Price
0201-0001	LS	Clearing and Grubbing		\$
		_____ /LS		_____
0203-0001	720 CY	Class 1 Excavation	\$	\$
		_____ /CY		_____
0203-0006	50 LF	Saw Cutting	\$	\$
		_____ /LF		_____
0205-0100	15 CY	Foreign Borrow Excavation	\$	\$
		_____ /CY		_____
0212-0014	720 SY	Geotextile, Class 4, Type A	\$	\$
		_____ /SY		_____
0313-0426	690 SY	Superpave Asphalt Mixture Design, Base Course, PG 64S-22, 0.3 to < 3 Million ESALS, 25.0mm Mix, 6" Depth	\$	\$
		_____ /SY		_____
0350-0106	690 SY	Subbase 6" Depth (No. 2A)	\$	\$
		_____ /SY		_____

**SECTION EIGHT
BID FORM**

0413-0248	690 SY	Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.3 to < 3 Million ESALS, 9.5mm Mix, 1 1/2" Depth, SRL-L	\$	\$
		/SY		
0413-6045	690 SY	Superpave Asphalt Mixture Design, Binder Course, PG 64S-22, 0.3 to < 3 Million ESALS, 19.0mm Mix, 2 1/2" Depth	\$	\$
		/SY		
0460-0001	1380 SY	Asphalt Tack Coat	\$	\$
		/SY		
0608-0001	LS	Mobilization		\$
		/LS		
0620-0400	5 EA	Terminal Section, Single	\$	\$
		/EA		
0620-2050	125 LF	Type 31-S Guide Rail	\$	\$
		/LF		
0620-1602	425 LF	Type 31-S Guide Rail with 8' Extra Length Posts	\$	\$
		/LF		

0620-1650	3 EA	Type 31-Strong Post End Treatment	\$	\$
		/EA		
0620-2050	4 EA	Thrie-Beam Guide Rail to PA 3-Rail Bridge Barrier Without Curb	\$	\$
		/EA		
0802-0001	215 CY	Topsoil Furnished and Placed	\$	\$
		/CY		
0804-0025	80 LB	Seeding and Soil Supplements – Formula B Residential Mix, Including Mulch	\$	\$
		/LB		
0804-0032	15 LB	Seeding – Formula T Temporary Grass Mix, Including Mulch	\$	\$
		/LB		
0806-0103	1910 SY	Temporary Ultra Short-Term, Rolled Erosion Control Product, Type 1D	\$	\$
		/SY		
0845-0001	DOLLAR	Unforeseen Water Pollution Control		
		Five Thousand	\$5,000.00	\$5,000.00
		/DOLLAR		

**SECTION EIGHT
BID FORM**

0849-0010	2 EA	Rock Construction Entrance	\$	\$
		_____ /EA		
4850-0035	35 CY	Rock, Class R-7, Choked with Stream Bed Material	\$	\$
		_____ /CY		
0855-0003	1 EA	Pumped Water Filter Bag	\$	\$
		_____ /EA		
0855-0004	2 EA	Replacement Pumped Water Filter Bag	\$	\$
		_____ /EA		
0867-0012	775 LF	Compost Filter Sock, 12" Diameter	\$	\$
		_____ /LF		
0901-0001	LS	Maintenance and Protection of Traffic During Construction		\$
		_____ /LS		
0901-0231	365 DAY	Additional Warning Lights, Type B	\$	\$
		_____ /DAY		
0901-0240	65 SF	Additional Traffic Control Signs	\$	\$
		_____ /SF		
0931-0003	12 SF	Post Mounted Signs, Type B, Steel Square Post	\$	\$
		_____ /SF		

0937-0114	11 EA	Guide Rail Mounted Delineators Type D, (W/W)	\$	\$
		/EA		
0941-0001	2 EA	Reset Post Mounted Signs, Type B	\$	\$
		/EA		
1002-0052	1250 LB	Reinforcement Bars, Epoxy Coated	\$	\$
		/LB		
5018-0001	LS	Removal of Existing Bridge		\$
		/LS		
8510-0001	LS	Precast Concrete Box Culvert, As Designed		\$
		/LS		
9000-0001	LS	Temporary Stream Crossing	\$	\$
		/LS		
9000-0002	30 LF	Temporary Diversion System	\$	\$
		/LF		
9000-0003	42 CY	Over-Excavation and Backfilling with No 2A Coarse Aggregate	\$	\$
		/CY		

**SECTION EIGHT
BID FORM**

9000-0004	10 SF	Removal and Reconstruction of Existing Stone Masonry Wall	\$ _____	\$ _____
		_____ /SF		
9000-0005	150 LF	Removal of Existing Split Rail Fence	\$ _____	\$ _____
		_____ /LF		
9203-2101	LS	Temporary Excavation Support and Protection System		\$ _____
		_____ /LS		

<p>TOTAL AMOUNT OF BASE BID</p> <p style="text-align: right; margin-top: 20px;"> Dollars \$ _____ </p>

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).**

**SECTION EIGHT
BID FORM**

- ❖ 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).

UNIT COSTS

The provisions of the Contract Documents shall apply to all work performed in accordance with the Unit Prices described herein. Unit Prices shall be used, where applicable, to make adjustments to the cost of the Work of this Contract due to changes to the Work required by the Drawings and Specifications. ALL Unit Prices shall be complete in place prices and include costs for all necessary material, delivery, installation, overhead and profit, and shall remain firm for the period of the contract. General Conditions, as required by the drawings and Divisions 0 and 1 of the specifications, shall NOT be included in Unit Prices. Unit Prices listed are for additions or deletions to the work and shall remain firm for the full duration of the contract.

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:

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Pennsylvania Corporation	<input type="checkbox"/> 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

**SECTION EIGHT
BID FORM**

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 ELEVEN
ALTERNATIVES/SUBSTITUTION LIST**

COUNTY OF BERKS

ALTERNATES /SUBSTITUTION LIST

The following is the list of Alternate/Substitute Equipment or material included within the Bid submitted by:

_____ to
(Bidder)

(Owner)

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

SPECIFICATION SECTION NO.	COMPONENT DESCRIPTION	SPECIFIED MANUFACTURER	ALTERNATE/ SUBSTITUTE MANUFACTURER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SECTION TWELVE
NON-COLLUSION AFFIDAVIT**

COUNTY OF BERKS

NON-COLLUSION AFFIDAVIT

CONTRACT NO. ITB 26-04 SKAA

Commonwealth of Pennsylvania County :
: S.S.
of _____ :

I state that I am _____ of _____ the Bidder
(Title) (Name of My Company),
that submitted the attached Bid and that I am authorized to make this affidavit on behalf of my
company, its owners, directors, and officers. I am the person responsible in my company for the
price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without
consultation, communication or agreement by the Bidder, any of its sureties, agents,
representatives, owners, employees, or parties in interest with any other contractors, bidders,
potential bidders or any other sureties, agents, representatives, owners, employees or parties in
interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached
Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful
agreement on the part of the Bidder or any of its sureties, agents, representatives, owners,
employees, or parties in interest, including this affidavit.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s)
nor approximate amount of this Bid, have been disclosed to any other company or person who is
a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of
any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to
refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any
collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement
or discussion with, or inducement from, any bidder, potential bidder or a surety, agent,
representative, owner, employee or party in interest of any other contractor, bidder or potential
bidder to submit a complementary or other non-competitive Bid.

(5) _____, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)

**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 _____, 2026**

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 General Construction Contract for the Berks Road Bridge Replacement Project – Berks Road over Tributary to Plum Creek 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.

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

SECTION FOURTEEN

LIST OF STATUTES

(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.

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.

SECTION FOURTEEN

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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)

(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.

SECTION FOURTEEN

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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.

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

SECTION FOURTEEN

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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

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.*

SECTION FOURTEEN LIST OF STATUTES

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)

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.

SECTION FOURTEEN

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(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, 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.

SECTION FOURTEEN LIST OF STATUTES

(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.

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.

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LIST OF STATUTES

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)

(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)

SECTION FOURTEEN LIST OF STATUTES

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).

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)

SECTION FOURTEEN

LIST OF STATUTES

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)

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)

SECTION FOURTEEN
LIST OF STATUTES

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)

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 #26-04-SKAA, **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: _____ _____ _____

Form



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERWAYS ENGINEERING AND
WETLANDS

CHAPTER 105 WATER OBSTRUCTIONS AND ENCROACHMENT GENERAL PERMIT REGISTRATION

SECTION A. APPLICANT INFORMATION

Applicant's Name / Client County of Berks	DEP Client ID# (if known) 85998	Employer ID# (EIN) 236003049	
Client Information - Please select Client Type / Code from drop down box under the correct entity shown below. (or may be written in) ↓			
Government	Non-Government	Individual	
CNTY County			
Mailing Address 400 E. Wyomissing Ave. Box 2	City Mohnton	State PA	ZIP + 4 19540
Contact Person – Last Name Piper	First Alan	MI MI	Suffix Suffix Telephone (610) 478-6300
Email Address Apiper@berkspa.gov			

SECTION B. CONSULTANT INFORMATION (If applicable) ☐ N/A

Contact Person – Last Name Fritz	First Camille	MI MI	Suffix Suffix	Consultants Title Sr. Environmental Scientist	Consulting Firm McCormick Taylor Inc.
Mailing Address 600 Eagleview Boulevard, 2nd Floor	City Exton	State PA	ZIP + 4 19340		
Telephone (717) 461-7079	Fax ()	Employer ID# (EIN)			
Email ckfritz@mccormicktaylor.com					

SECTION C. PROJECT INFORMATION

Project / Site Name Berks Road over Tributary to Plum Creek		DEP Site ID# (if known or leave blank) N/A	
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 ↓ OWNOP Owner/Operator	
County Berks	Municipality <input type="checkbox"/> City <input type="checkbox"/> Borough <input checked="" type="checkbox"/> Township Bern Township	Note: Municipal & County Notification is Required	
Site Location / Address Nearest address- 1120 Berks Rd (Camp Joy)	City Leesport	State PA	ZIP + 4 19533
Latitude: 40.376676		Longitude: -76.014355	

SECTION D. REGISTRATION CHECKLIST AND REQUIREMENTS

PLEASE PLACE AN "X" NEXT TO EACH ITEM (1-11) TO ENSURE IT IS COMPLETED AND/OR PROVIDED. Unless otherwise specified, **ALL ITEMS** are **required** to ensure a complete Registration package. See [GP Registration Instructions](#) (3150-PM-BWEW0500) for additional details.

- 1. Registering a General Permit (GP):** Check all GPs which you are registering. Enter project details to calculate applicable fee. See [Chapter 105 Fee Calculation Worksheet](#) (3150-PM-BWEW0553) for additional details

APPLICANT ENTRY				DEP ONLY
Federal, State, county or municipal agency or municipal authority:			<input checked="" type="checkbox"/> EXEMPT from fees	<input type="checkbox"/>
<input type="checkbox"/> GP-1	Fish Habitat Enhancement Structures	Per Project	\$ 50 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-2	Small Docks and Boat Launching Ramps	Per Dock / Ramp _____ (#) x	\$ 175 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-3	Bank Rehabilitation, Bank Protection and Gravel Bar Removal	Per Project _____ (#) x	\$ 250 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-4	Intake and Outfall Structures	Per Structure _____ (#) x	\$ 200 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-5	Utility Line Stream Crossings	Utility Lines _____ (#) x Per Crossing _____ (#) x	\$ 250 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-6	Agricultural Crossings and Ramps	Per Crossing / Ramp _____ (#) x	\$ 50 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-7	Minor Road Crossings	Per Crossing _____ (#) x	\$ 350 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-8	Temporary Road Crossings.....	Per Crossing _____ (#) x	\$ 175 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-9	Agricultural Activities	Per Project	\$ 50 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-10	Abandoned Mine Reclamation	Per Project	\$ 500 = \$ _____	<input type="checkbox"/>
<input checked="" type="checkbox"/> GP-11	Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments.....		\$ 750 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/>	Temporary Disturbance (\$400/0.1ac).....	_____ acres x	\$4,000 = + \$ _____	<input type="checkbox"/>
<input type="checkbox"/>	Permanent Disturbance (\$800/0.1ac)	_____ acres x	\$8,000 = + \$ _____	<input type="checkbox"/>
GP-11 subtotal			= \$ _____	<input type="checkbox"/>
<input type="checkbox"/> GP-15	Private Residential Construction in Wetlands.....		\$ 750 = \$ _____	<input type="checkbox"/>
<input type="checkbox"/>	Temporary Disturbance (\$400/0.1ac).....	_____ acres x	\$4,000 = + \$ _____	<input type="checkbox"/>
<input type="checkbox"/>	Permanent Disturbance (\$800/0.1ac)	_____ acres x	\$8,000 = + \$ _____	<input type="checkbox"/>
GP-15 subtotal			= \$ _____	<input type="checkbox"/>
TOTAL OF ALL GP FEES			= \$ _____	<input type="checkbox"/>

APPLICANT ENTRY		DEP ONLY
2. Location Map with project site marked: (Note: PNDI Search Receipt Map is sufficient)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Color Photographs showing proposed activity and resource area, as recommended in the instructions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Project Description including proposed impacts and potential coordination with the Federal Energy Regulatory Commission (FERC) or a separate/individual 401 Water Quality Certification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Site Plan & Other Drawings showing all proposed project activities. Sample Drawings are available. NOTE - For registrations of a GP-7 or GP-11, some activities for use by the general public may require a Professional Engineer Seal and Certification. See GP Registration Instructions for specific details.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Chapter 102 (Erosion and Sediment Control): Select ONE option to indicate how compliance is being obtained. See GP Registration Instructions for more information.		
a. For GP-9: Has a Conservation Plan been approved by the county conservation district?	<input type="checkbox"/>	<input type="checkbox"/>
b. For GP-11: The E&S Plan is attached.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. For Oil & Gas activities: The E&S Plan is attached OR a separate E&S permit (ESCGP) has been submitted.	<input type="checkbox"/>	<input type="checkbox"/>
d. All Other GPs: Will obtain an approved E&S Plan prior to commencement of construction.	<input type="checkbox"/>	<input type="checkbox"/>
7. Changes in Waterway Opening and Registration of Multiple Structures: Is this a GP-11? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide the information below:		
a. Bridge Or Culvert Replacement Projects or Projects That Change the Waterway Opening form (3150-PM-BWEW0552B) or equivalent.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Registrations of multiple structures: Project Inventory form (3150-PM-BWEW0552A) or equivalent.	<input type="checkbox"/>	<input type="checkbox"/>
8. Pennsylvania Natural Diversity Inventory (PNDI): PNDI Search Receipt AND clearance letters. NOTE - Concurrent review does not apply to Chapter 105 GPs. See GP Registration Instructions for more information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Wetlands: Are wetlands present at the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide the information below:		
a. A wetland delineation report following the method as detailed in the GP Registration Instructions .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Method to provide Compensatory Mitigation for impacts which require compensatory mitigation , as detailed in the GP Registration Instructions .	<input type="checkbox"/>	<input type="checkbox"/>
10. Proposed Impacts: General Permit Aquatic Resource Impact Table form (3950-PM-BWEW0560) or equivalent.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Submerged Lands of the Commonwealth: In certain situations, a Submerged Lands License Agreement (SLLA) is required, but not all waters are Submerged Lands of the Commonwealth. The final determination is made by DEP. See GP Registration Instructions for more information. Select ONE option to indicate how an SLLA is being addressed.		
a. I believe an SLLA is required and have attached plans including the facility area information. OR	<input type="checkbox"/>	<input type="checkbox"/>
b. I believe an SLLA is not required or I am unsure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERWAYS ENGINEERING AND WETLANDS**

Applicant's Name / Client Berks County

GENERAL PERMIT AQUATIC RESOURCE IMPACT TABLE
FOR PENNSYLVANIA CHAPTER 105 WATER OBSTRUCTION AND ENCROACHMENT GENERAL PERMIT REGISTRATION

[illegible]

DEP USE ONLY

US Army Corps of Engineers impacts for PASPGP determination

TOTAL linear feet of stream impacts

Please complete and provide this chart as part of the [General Permit Registration \(3150-PM-BWEW0500\)](#) for [GP-11 \(3150-PM-BWEW0511\)](#)

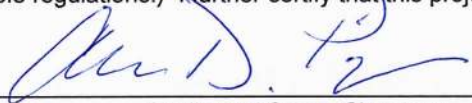
BRIDGE AND/OR CULVERT REPLACEMENT PROJECTS OR PROJECTS THAT CHANGE THE WATERWAY OPENING*										
	Bridge/Culvert Existing					Bridge/Culvert Proposed				
Activity Number**	Waterway Opening (sq. ft.) (cross section/area)	Span (ft.)	Underclearance (ft.)	Length (ft.) (upstream to downstream)	Material 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	51.73	9.4	7.0	21.17	steel	65.00	13.0	5.0	47.08	concrete
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 3150-PM-BWEW0552A should match the number in 3150-PM-BWEW0552B for the same water obstruction.

SECTION E. 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.) I further certify that this project complies with all the conditions of the general permit.



Applicant / Owner Signature

ALAN D. PIPER

Typed / Printed Name

Date

6/24/2025

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

Please provide a copy of the Registration form to the Municipality & County in which the work will be performed.

Proof of receipt is not required to be provided to DEP.

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



STOP! THE REMAINDER OF THIS FORM WILL BE COMPLETED BY DEP STAFF.



SECTION F. DECISION / DISPOSITION – COMPLETED BY DEP

Decision Review:



DEP / District Reviewer Signature

Karl M. Gross, P.E.

Reviewer's Typed / Printed Name

GP 110603225-003

GP

GP

Disposition Status:

☒ **ACKNOWLEDGED**

SLLA Required

☐ **ELIGIBILITY DEFICIENCY ***

☐ **EXTENSION REQUEST ***

☐ **WITHDRAWN**

Date 8/7/2025

☐ Yes Attached ☒ No

Date

Date

Date

Comments

DEP Reviewer: Amy Bauman

Note: Review conducted by NWRO under a work share arrangement with SCRO. Future correspondence regarding this project should be directed to DEP SCRO Waterways and Wetlands Program

* If the GP registration information is incomplete/deficient a copy of this registration form and requested additional information **must be re-submitted within 60 calendar days** unless extended by the extension date listed above. See [GP Registration Instructions](#) for more information

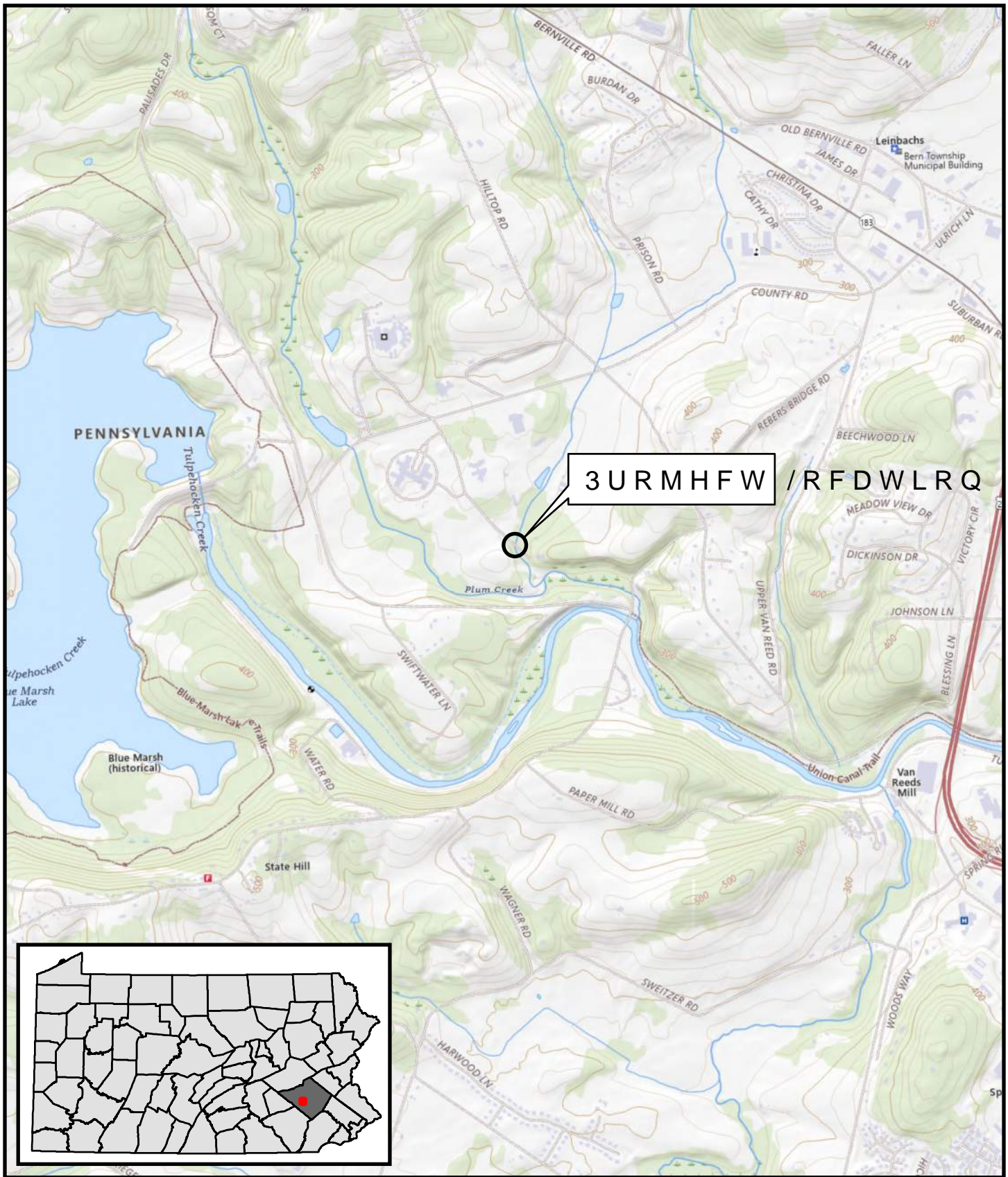
FEDERAL AUTHORIZATION:

☐ As proposed, this General Permit does not require Federal Authorization.

☒ Non-reporting PASPGP verification / authorization attached.

☐ Reporting * – A copy of this General Permit registration package has been sent to the U.S. Army Corps of Engineers. Separate federal authorization may be required.

* If the reporting box is checked **you do not have Federal authorization** for this project and **such authorization may be required prior to starting your project**. In accordance with procedures established with the U.S. Army Corps of Engineers, you will be contacted directly by the Corps regarding Federal Authorization.



3URMHFW /RFDWLRQ 0DS
 %HUNV 5RDG %ULGJH
 RYHU 7ULEXWDUI\ WR 3OXP &UHHN

%HUQ 7RZQVKLS
 %HUNV &RXQW\ 3HQQV\OYDQLD
 6RXUFH %HUQYLOOH 3\$ 86*6 7RSRJUDSKLF 0DS 6HUylFH)HHW



PLOTTED: 11-JUN-2025 13:26

AQUATIC RESOURCE IMPACT PLAN

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	BERKS	7006	BERKS RD	1 OF 1
BERN TOWNSHIP				
REV NO	REVISIONS	DATE	BY	APPD

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

LEGEND OF SOIL TYPES	
SYMBOL	NAME
BkC	BERKS- WEIKERT COMPLEX, 3 TO 8 PERCENT SLOPES
DdB	DUFFIELD SILT LOAM, 3 TO 8 PERCENT SLOPES
DfD	DUFFIELD-RYDER SILT LOAMS, 15 TO 25 PERCENT SLOPES
Me	MIDDLEBURY SILT LOAM

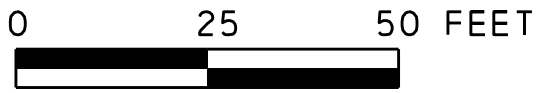
LEGEND

- 200 - EXISTING CONTOURS
- 250 - PROPOSED CONTOURS
- ... - EXISTING STREAM CHANNEL
- LOD - LIMIT OF DISTURBANCE
- CFS12 - 12" DIA COMPOST FILTER SOCK
- - - - - SOIL BOUNDARY
- - - - - TEMPORARY COFFERDAM
- CW - CONCRETE WASHOUT
- - - - - ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL
- PWPB - PUMPED WATER FILTER BAG

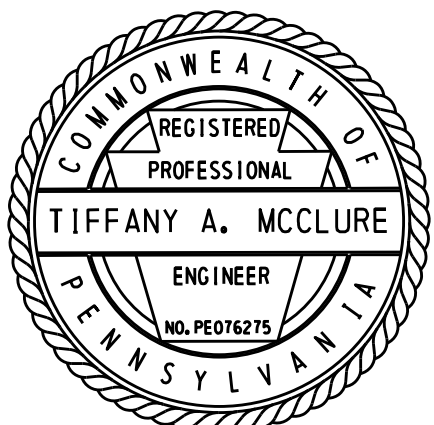
- PERMANENT STREAM IMPACTS
- TEMPORARY STREAM IMPACTS
- PERMANENT FLOODPLAIN/FLOODWAY IMPACTS
- TEMPORARY FLOODPLAIN/FLOODWAY IMPACTS

ENVIRONMENTAL IMPACT CALCULATIONS

TYPE:	TEMPORARY (SF)	TEMPORARY (AC)	TEMPORARY (LxW)	PERMANENT (SF)	PERMANENT (AC)	PERMANENT (LxW)
STREAMS	1121.21	0.026	87.30 x 12.84	590.94	0.014	47.09 x 12.54
FLOODPLAIN/FLOODWAY	10404.04	0.237	173.40 x 60.00	936.94	0.022	62.46 x 15.00



THE 100-YEAR FLOODPLAIN (ZONE A) WAS USED TO DETERMINE IMPACTS DUE TO LACK OF DELINEATED FEMA FLOODWAY AND THE 50-FOOT RULE WOULD EXTEND BEYOND THE DELINEATED 100-YEAR FLOODPLAIN (ZONE A).



DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	BERKS	7006	BERKS RD	5 OF 6	
BERN TOWNSHIP					
REVISION NUMBER	REVISIONS			DATE	BY

EXISTING STRUCTURE DATA

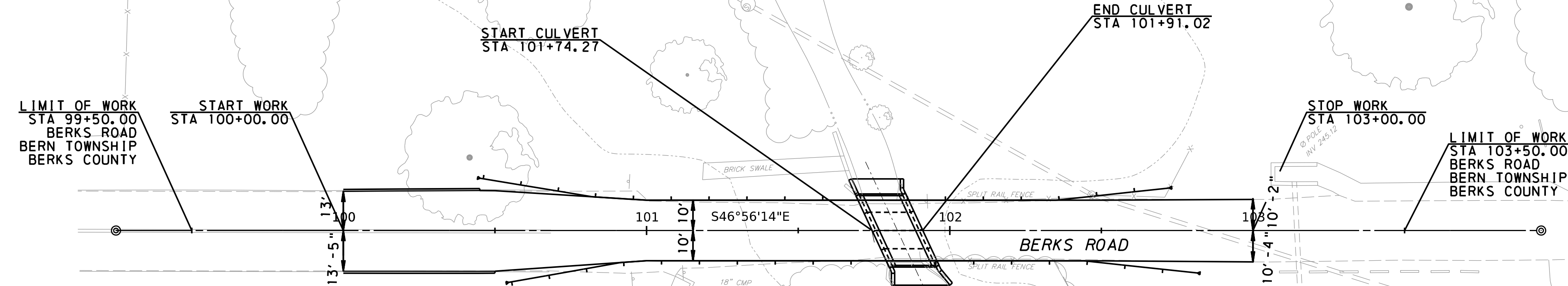
BERKS ROAD OVER TRIBUTARY TO PLUM CREEK
STA. 101+74.92 CONSTRUCTION @
SPAN = ONE 11'-6" SPAN
TYPE OF STRUCTURE = ROLLED STEEL MULTI-BEAM
CLEAR SPAN = 11'-6"
VERTICAL CLEARANCE = 7'-0"
CURB-TO-CURB WIDTH = 18'-3"
SKEW = 67°

PROPOSED STRUCTURE DATA

BERKS ROAD OVER TRIBUTARY TO PLUM CREEK
STA. 101+74.27 CONSTRUCTION @
SPAN = 13'-6"
TYPE OF STRUCTURE = SINGLE CELL PRECAST
CONCRETE BOX CULVERT
CURB-TO-CURB WIDTH = 20'-0"
SKEW = 65°00'00"

HYDRAULIC DATA (TRIBUTARY TO PLUM CREEK)

DRAINAGE AREA = 3.22 MI²
10 YEAR FLOOD (DESIGN FLOOD)
MAGNITUDE = 363 CFS
ELEVATION = 247.50 FT
VELOCITY = 3.93 FPS
50 YEAR FLOOD
MAGNITUDE = 673 CFS
ELEVATION = 249.06 FT
VELOCITY = 1.43 FPS
100 YEAR FLOOD
MAGNITUDE = 839 CFS
ELEVATION = 249.42 FT
VELOCITY = 1.32 FPS
EXISTING 100-YEAR FLOOD:
WATER SURFACE ELEVATION = 249.47 FT.

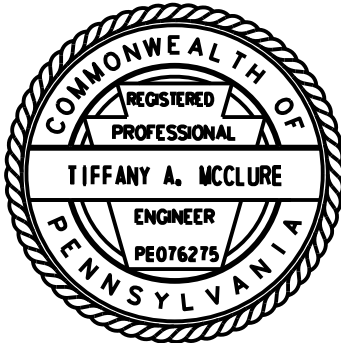


- LEGEND**
- PROPOSED GUIDE RAIL
 - EXISTING STREAM CHANNEL
 - ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL

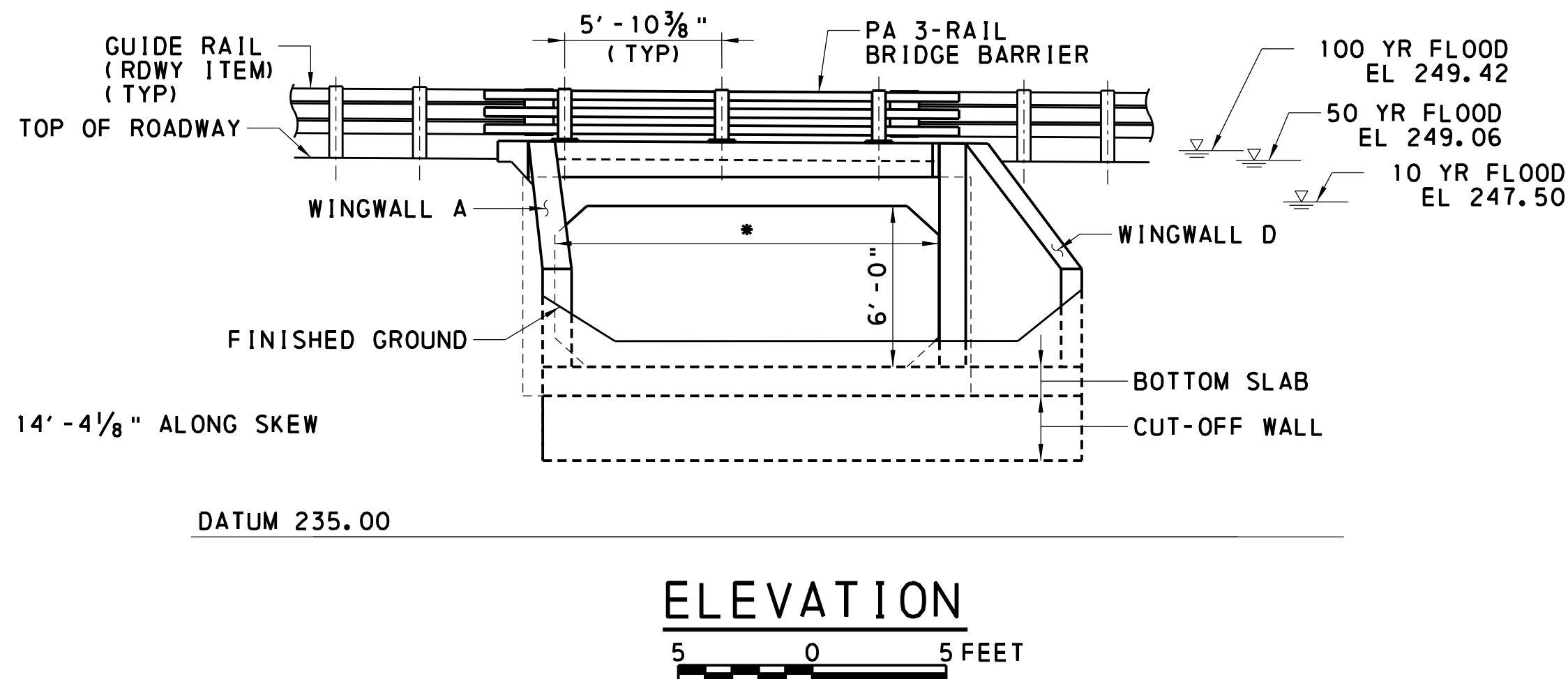
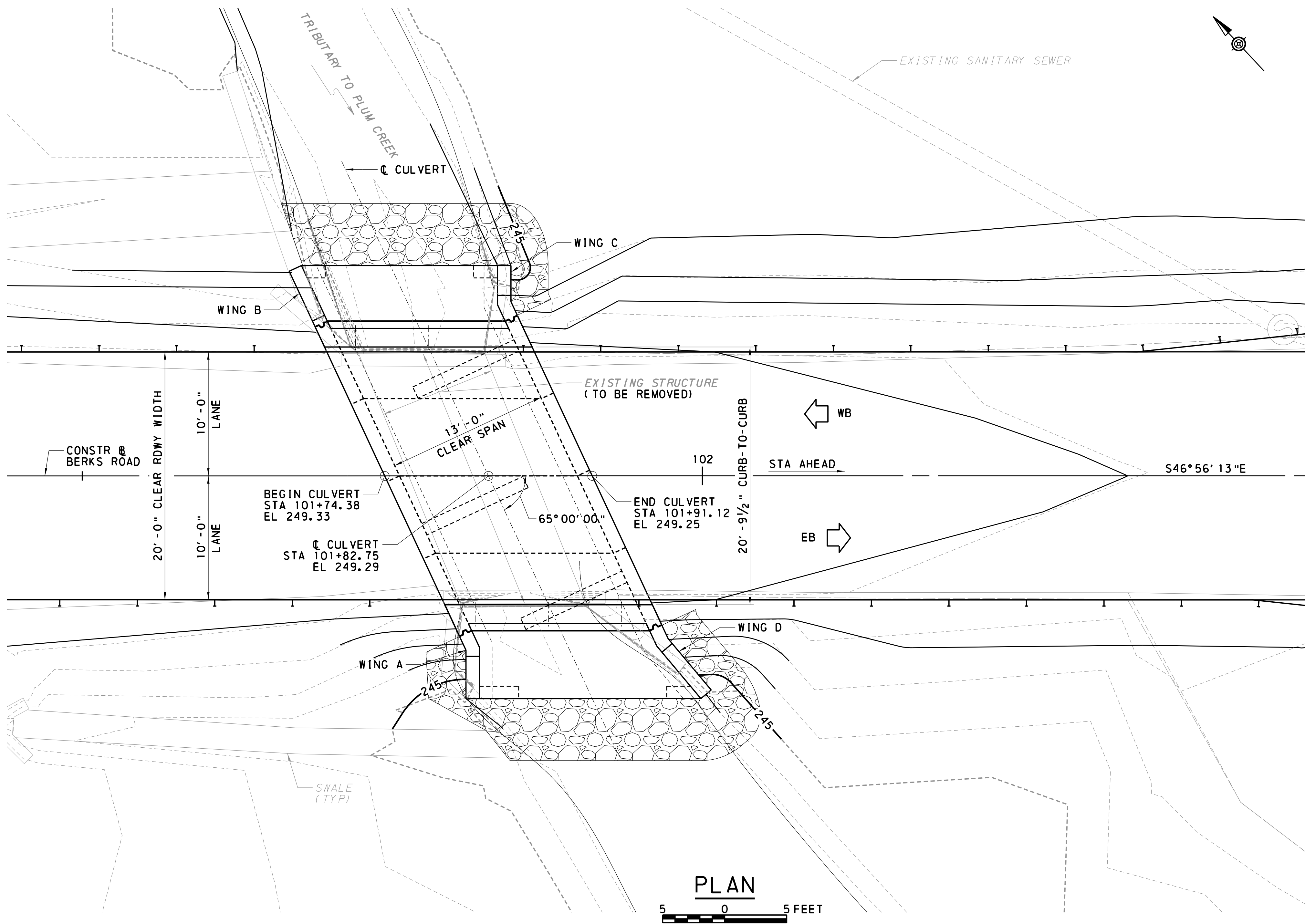
STATION/ ALIGNMENT	TERMINAL TREATMENT	GUIDE RAIL	BARRIER TRANSITION (RC-50M SHEETS 1-12)	GUIDE RAIL MOUNTED DELINATOR TYPE D, (W/B) (0937-0113)
100+45.15 LT TO 101+69.62 LT	PERANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3, TANGENT (MASH)	TYPE 31-S 50.0 LF	THRIE-BEAM GUIDE RAIL TO PA 3-RAIL BRIDGE BARRIER TRANSITION WITHOUT CURB	4
100+54.53 LT TO 101+78.94 LT	PERANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3, TANGENT (MASH)	TYPE 31-S 50.0 LF	THRIE-BEAM GUIDE RAIL TO PA 3-RAIL BRIDGE BARRIER TRANSITION WITHOUT CURB	4
101+85.06 LT TO 102+77.36 LT	PERANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3, TANGENT (MASH)	TYPE 31-S 12.50 LF	THRIE-BEAM GUIDE RAIL TO PA 3-RAIL BRIDGE BARRIER TRANSITION WITHOUT CURB	3
101+94.39 LT TO 102+81.67 LT	PERANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3, TANGENT (MASH)	TYPE 31-S 12.50 LF	THRIE-BEAM GUIDE RAIL TO PA 3-RAIL BRIDGE BARRIER TRANSITION WITHOUT CURB	3

\$FILE\$
\$DATE\$

0 25 50 FEET



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6/13/2025



HYDRAULIC DATA
TRIBUTARY TO
PLUM CREEK

DRAINAGE AREA = 3.22 MI²
10 YEAR FLOOD (DESIGN FLOOD)
MAGNITUDE = 363 CFS
ELEVATION = 247.50 FT
VELOCITY = 3.93 FPS

100 YEAR FLOOD (FEMA)
MAGNITUDE = 839 CFS
ELEVATION = 249.42 FT
VELOCITY = 1.32 FPS

EXISTING 100 YEAR FLOOD
ELEVATION = 249.47 FT

FLOOD OF RECORD = N/A

PROPOSED STRUCTURE

STA = 101+82.75
TYPE = PRECAST REINFORCED
CONCRETE BOX CULVERT
SPAN = 13'-0" (CLEAR) SPAN
LENGTH = 27'-6"
CURB-TO-CURB = 20'-9 1/2"
UNDERCLEARANCE = 6'-0" RISE;
5'-0" TO STREAMBED

EXISTING STRUCTURE


STA = 101+81.38
TYPE = STEEL MULTI-GIRDER BRIDGE
SPAN = 11'-6" C-C BRG; 9'-5" (CLEAR)
OUT TO OUT = 20'-4 3/4"
CURB TO CURB = 18'-1 3/4"
UNDERCLEARANCE = 7'-0"

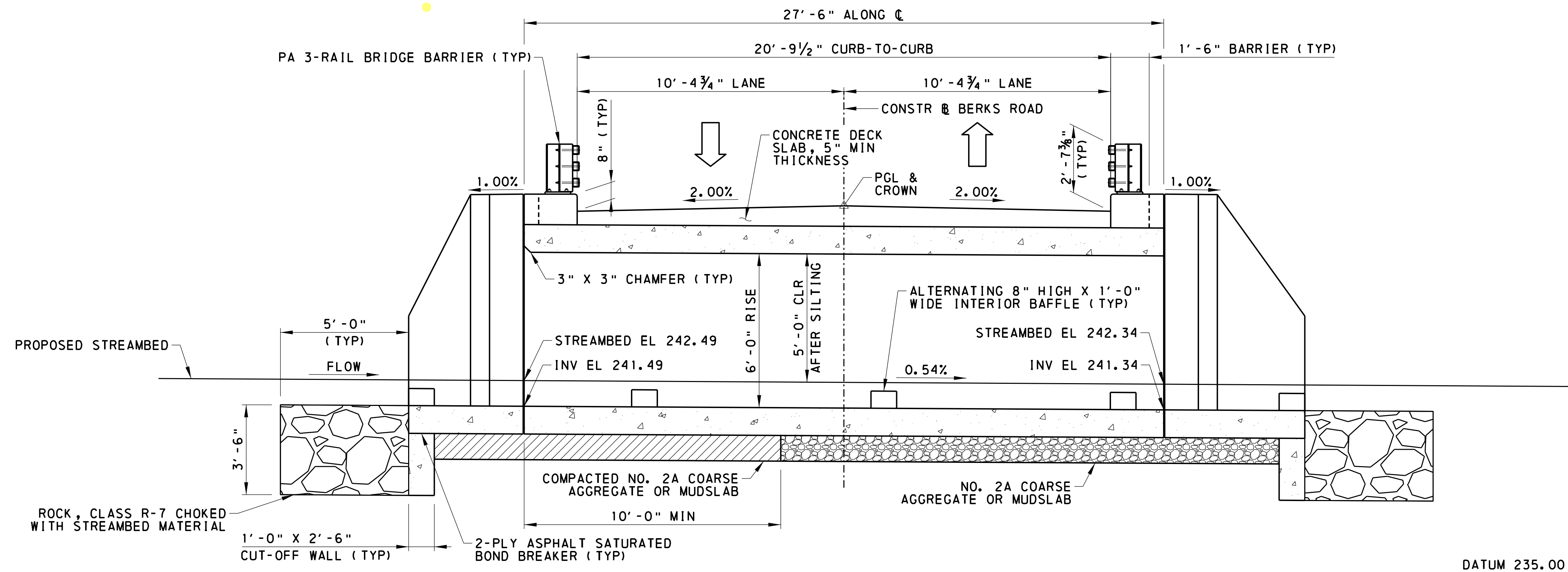
LEGEND

- EL = ELEVATION
- PGL = PROFILE GRADE LINE
- = EXISTING CONTOURS MINOR
- = EXISTING CONTOURS MAJOR
- = PROPOSED CONTOURS MINOR
- = PROPOSED CONTOURS MAJOR
- ⊙ = PROPOSED BORING LOCATION
- ⊙ = ROCK CLASS R-7, CHOKED WITH STREAMBED MATERIAL

VERTICAL CURVE

-0.50% -2.00%
PVI STA 102+44.69
EL = 248.98
VC = 50.00'
MO = -0.093

NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500</div></div>		
BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
GENERAL PLAN & ELEVATION		
JOB NO.: 11169 SCALE: 1" = 5'	DRWN: IRN CHKD: TMC	DATE: 6/12/2025 SHEET: 1 OF 2



NO.	DATE	REVISION
 McCORMICK TAYLOR		Eagleview Corporate Center 600 Eagleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500
<p style="text-align: center;"> BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA </p>		
LONGITUDINAL SECTION		
JOB NO.: 11169 SCALE: AS STATED	DRWN: TMC CHKD:	DATE: 6/12/2025 SHEET: 2 OF 2

\\mt_pw_work\mt-pw-bentley.com_mt-pw-01\tmcantaro\dms64203\02-TYPICAL SECTION.dgn
6/13/2025

Berks Road over Tributary to Plum Creek Bern Township, Berks County, Pennsylvania

Introduction

This project will involve the replacement of a rolled steel multi-beam bridge that carries Berks Road over a Tributary to Plum Creek in Bern Township, Berks County. The project site is located on the USGS 7.5-Minute Quadrangle Map for Berndale, Pennsylvania, with an approximate latitude and longitude of 40.376676° and -76.014355°.

The scope of work consists of structure replacement with a precast concrete box culvert on existing horizontal alignment. Ancillary work includes minor approach work and guide rail installation. The existing brick lined swales will remain and will be tied into the corners of the walls. Existing weight limit signs will be removed and double yellow pavement markings will replace the existing single yellow centerline. A temporary roadway/crossing will be necessary due to the dead end at the end of the roadway. The temporary roadway will consist of stone and two (2) 45" x 29" reinforced concrete pipes to carry the 2-year storm event. A temporary bypass pump system will also be used to dewater the stream during demolition of the existing structure and installation of the precast box culvert.

The existing structure is a single span rolled steel multi-beam bridge with an out-to-out width (along the stream) of 19.58' and normal clear span width of 9.4'. The minimum underclearance is 7.0' and skew angle (relative to flow direction) is 67 degrees. The low chord elevation is 248.14' and open area is 51.73 square feet. The approach roadway width is 19' 3" (west) and 18' 9" (east).

The proposed structure is a single cell precast concrete box culvert. The designed culvert dimensions are 13.0' normal clear span and a skew of 65° (relative to flow direction). The proposed out-to-out width (along the stream) is 27.5'. The proposed low chord elevation is 247.49' and minimum underclearance is 5.0'. The proposed open area is 60 square feet. The increase in hydraulic capacity will allow for the culvert to pass the 10-year design storm. The culvert will be sumped 1' and include 8" baffles along the bottom. Some baffles will be prefilled with streambed material. The proposed roadway will consist of two – 10' lanes. These widths will taper to the existing roadway within the project limits.

Stream Characteristics

As outlined in the *Wetlands and Watercourses Identification & Delineation Report dated May 30, 2025 (field view performed August 2024)*, one watercourse (UNT to Plum Creek) was identified and delineated within the project area. The UNT was classified as a perennial stream. According to PADEP, Title 25, Chapter 93 Water Quality Standards the stream is a WWF, MF, or "Warm Water Fishes" and "Migratory Fishes" stream. According to the Pennsylvania Fish and Boat Commission (PFBC), The UNT to Plum Creek is denoted as a stream that supports natural reproduction of trout. An in-stream construction restriction time of October 1- December 31 will need to be included. No wetlands were identified within the project area.

**Berks Road over Tributary to Plum Creek
Bern Township, Berks County, Pennsylvania**

Project Impacts

The total stream impact length (permanent and temporary) along the existing stream centerline associated with this project is 134.39 LF (1712.15 SF). The total permanent impact due to the proposed culvert is 47.09 LF (590.94 SF) which includes appurtenant structures and rock lining. The total temporary impacts due to the temporary diversion and access are 87.30 LF (1121.21 SF). All temporary stream impacts will be restored back to the original condition.

There is no delineated FEMA floodway for the UNT to Plum Creek. The 50-foot rule was not used to calculate floodway impacts because this extends beyond the 100-year floodplain (Zone A). Therefore, the 100-year floodplain (Zone A) was used to calculate impacts. The permanent floodplain/floodway impact for the project is 936.94 SF and the temporary floodplain/floodway impact is 10404.04 SF.

FIGURE 10.7.1

Summary Data Sheet

Location Data

MPMS #	N/A	Municipality	Township of Bern
County	Berks	State Route - Section	Berks Road
Location - U.S.G.S. Quadrangle	Plums Dale, PA	Station	N/A
Latitude	40° 22' 36.03" N	Segment/Offset	N/A
Longitude	76° 0' 51.68" W	Functional Classification	Local Road

Channel/Watershed Data

Stream Name	Plum Creek	Normal Stream Flow Depth	~0'-6"
Drainage Area	3.22 square miles	Temporary Wetland Impacts	0.000 acres
Hydrology Method Used	SIR 2008-5012	Permanent Wetland Impacts	0.0000 acres
FEMA Flood Zone	A	Temporary Fill below OHW	0 ft ³
River Basin (USACE)	Delaware	Permanent Fill below OHW	0 ft ³

Bridge Characteristics

	Existing Structure	Proposed Structure
Bridge Type	Rolled Steel Multi-Beam	Single Cell Precast Concrete Box Culvert
Number of Spans	1	1
Skew (relative to flow direction)	67 degrees	65 degrees
Normal Clear Span (Width)	9'-5"	13'-0"
Out-to-out Length (Dir of Flow)	19'-7"	27'-6"
Total Length of Channel Impacted	21'-2"	47'-1"
Low Chord Elevation	248.14	247.49
Minimum Underclearance	7'-0"	5'-0"
Open Area	51.73 sq. ft.	60 sq. ft.

Hydraulic Data

		Existing (XS 597)			Proposed (XS 597)		
Hydraulic Method Used		HEC-RAS 6.5.0			HEC-RAS 6.5.0		
Return Period	Designation	Q	WSE	Velocity	Q	WSE	Velocity
10	PennDOT Design	363	248.77	0.86	363	247.5	3.93
50	DEP Chap 105	673	249.2	1.14	673	249.06	1.43
100-year	FEMA	839	249.47	1.30	839	249.42	1.32
Overtopping Event		10-year event			25-year event		

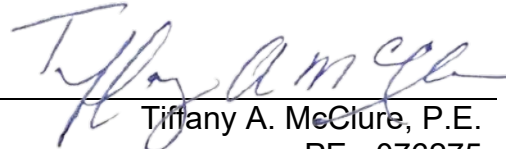
The Pennsylvania Department of Environmental Protection
GENERAL PERMIT 11 – Maintenance, Testing, Repair, Rehabilitation, or
Replacement of Water Obstructions and Encroachments registration
for

**BERKS ROAD OVER A TRIBUTARY TO PLUM CREEK
BRIDGE REPLACEMENT PROJECT**

Berks Road over Tributary to Plum Creek
Bern Township, Berks County

HYDROLOGIC AND HYDRAULIC CERTIFICATION

I, Tiffany A. McClure, 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 proposed work meets the requirements of §105.161 (Hydraulic Capacity) and is in conformance with Chapter 105 of the rules and regulations of the Department of Environmental Protection.



Tiffany A. McClure, P.E.
PE - 076275

Berks Road over Tributary to Plum Creek
Bern Township, Berks County



WEST APPROACH

Looking East

The west approach has a swinging gate in place that was open at the time of inspection.



EAST APPROACH

Looking West

Berks Road over Tributary to Plum Creek
Bern Township, Berks County



UPSTREAM ELEVATION
North



DOWNSTREAM ELEVATION
South

Berks Road over Tributary to Plum Creek
Bern Township, Berks County



UPSTREAM CHANNEL
Looking North



DOWNSTREAM CHANNEL
Looking South

The stream ponded below the bridge at the time of inspection and did not continue downstream.

PLOTTED: 30-MAY-2025 13:40

EROSION AND SEDIMENT POLLUTION CONTROL PLAN MAINTENANCE PROGRAM:

AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING, CLEARING AND GRUBBING, INVITE ALL CONTRACTORS, THE DEPARTMENT'S REPRESENTATIVE, AND A REPRESENTATIVE FROM THE COUNTY CONSERVATION DISTRICT (CCD) OR PA DEP TO AN ON-SITE PRE-CONSTRUCTION MEETING.

THE PERMITTEE OR CO-PERMITTEE SHALL NOTIFY THE CCD/PA DEP UPON INSTALLATION OF ALL PERIMETER SEDIMENT CONTROL BMPS AND AT LEAST 3 BUSINESS DAYS PRIOR TO PROCEEDING WITH THE BULK EARTH DISTURBANCE ACTIVITIES.

AT LEAST 3 BUSINESS DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INC. AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND REFERENCE THE FOLLOWING SERIAL NUMBER: 20250212065 (BERN TOWNSHIP)

PROCEED WITH ALL EARTH DISTURBANCE ACTIVITIES IN ACCORDANCE WITH THE BMP SEQUENCE. DEVIATION FROM THE SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE CCD/PA DEP PRIOR TO IMPLEMENTATION. COORDINATE ANY/ALL PROPOSED CHANGES TO THE APPROVED PLAN WITH THE PENNDOT REPRESENTATIVE. UPON REVIEW AND CONCURRENCE WITH THE COUNTY REPRESENTATIVE, COMMUNICATE CHANGES AS FOLLOWS:

- i. DISCUSS THE SEQUENCE DEVIATION WITH THE CCD/PA DEP AND OBTAIN VERBAL APPROVAL.
- ii. MODIFY THE ESPC PLAN (RED-LINE THE DRAWING) AND GET A SIGNATURE/INITIALS FROM THE CCD/PA DEP AT THE SITE OR CE ACKNOWLEDGEMENT THROUGH AN ELECTRONIC PERMITTING SYSTEM. RETAIN THE EARTH DISTURBANCE INSPECTION REPORT ACKNOWLEDGING THE FIELD CHANGE.
- iii. IF NEEDED, FAX OR EMAIL THE MODIFIED SEQUENCE TO THE CCD/PA DEP.

PRE-CONSTRUCTION:

PERFORM A PRE-PROJECT SITE EVALUATION AND DETERMINE IF THERE ARE AREAS WITHIN THE LIMITS OF DISTURBANCE THAT SHOULD NOT BE DISTURBED DURING THE LIFE OF THE PROJECT.

CLEARLY MARK THE LIMITS OF DISTURBANCE AT THE LOCATIONS INDICATED ON THE PLAN. USE STAKES AND FLAGGING THAT ARE DURABLE ENOUGH TO LAST THE ENTIRE DURATION OF ACTIVE DISTURBANCE. INSTALL PROTECTIVE FENCING AROUND SENSITIVE AREAS SHOWN ON THE PLAN AND/OR IDENTIFIED DURING THE PRE-PROJECT EVALUATION.

CONSTRUCTION VEHICLES ARE NOT PERMITTED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE DRAWINGS.

CONSTRUCTION SEQUENCE:

STAGE 1:

- 1. MARK THE LIMITS OF DISTURBANCE (LOD) IN THE FIELD.
- 2. INSTALL ROCK CONSTRUCTION ENTRANCE. INSTALL COMPOST FILTER SOCK AS SHOWN ON THE PLAN.
- 3. CLEAR AND GRUB AREAS WITHIN THE LOD THAT ARE NECESSARY FOR CONSTRUCTION. AVOID REMOVING TREES THAT DO NOT AFFECT THE CONSTRUCTION OF THE PROPOSED ROADWAY OR STRUCTURE.
- 4. INSTALL TEMPORARY ACCESS ROAD AND STREAM CROSSING AS SHOWN ON THE PLAN.
- 5. INSTALL TEMPORARY EXCAVATION SUPPORT PROTECTION SYSTEM (TESPS) AND TEMPORARY STREAM DIVERSION. BEGIN EXCAVATION OF EXISTING STRUCTURE. DURING CONSTRUCTION, DEWATER WORK AREAS WITH A PROPERLY SIZED PUMP AND PUMPED WATER FILTER BAGS IN THE LOCATIONS SHOWN ON PLAN.
- 6. COMPLETE INSTALLATION OF BOX CULVERT IN ACCORDANCE WITH THE STRUCTURE PLANS INCLUDING ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL.
- 7. REMOVE TESPS AND STREAM DIVERSION BEGINNING AT THE DOWNSTREAM AND WORKING UPSTREAM.
- 8. BEGIN CONSTRUCTION OF ROADWAY APPROACHES.
- 9. COMPLETE CONSTRUCTION OF PROPOSED ROADWAY UP TO FINAL GRADE. SEED , MULCH AND STABILIZE SURROUNDING AREAS.
- 10. INSTALL PROPOSED GUIDE RAIL AND SIGNING AND PAVEMENT MARKINGS.

STAGE 2:

- 11. SHIFT TRAFFIC ONTO PROPOSED ROADWAY.
- 12. REMOVE TEMPORARY ACCESS ROAD AND STREAM CROSSING ONCE ACCESS IS NO LONGER NEEDED. REGRADE ALL DISTURBED AREAS BACK TO ORIGINAL ELEVATIONS.
- 13. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, CONTACT THE CCD/PA DEP FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF ESPC BMPS. PERMANENTLY STABILIZED MEANS COVERED WITH EITHER (1) A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER WITH A DENSITY CAPABLE OF RESISTING ACCELERATED EROSION AND SEDIMENTATION; OR (2) AN ACCEPTABLE BMP WHICH PERMANENTLY MINIMIZES ACCELERATED EROSION AND SEDIMENTATION.
- 14. UPON APPROVAL FROM THE CCD/PA DEP, REMOVE TEMPORARY ESPC BMPS AND CONVERT DESIGNATED SEDIMENT TRAPS/BASINS TO THEIR PERMANENT STORMWATER CONFIGURATIONS. IMMEDIATELY STABILIZE AREAS DISTURBED DURING REMOVAL OR CONVERSION OF BMPS. AVOID DOING REMOVAL AND CONVERSION DURING THE NONGERMINATING SEASON.

DISTRICT	COUNTY	ROUTE	SECTION	SHEET		
5-0	BERKS	7006	BERKS RD	2 OF 9		
BERN TOWNSHIP						
REV NO	REVISIONS			DATE	BY	APPD

ENVIRONMENTAL DUE DILIGENCE NOTE:

THE APPLICANT MUST PERFORM ENVIRONMENTAL DUE DILIGENCE TO DETERMINE IF THE FILL MATERIAL ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES, INCLUDING , BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSMENTS, OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCES, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

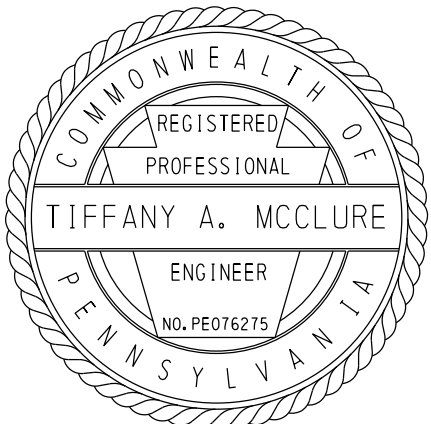
CLEAN FILL NOTE:

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.

CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITES THAT IS SEPERATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE.

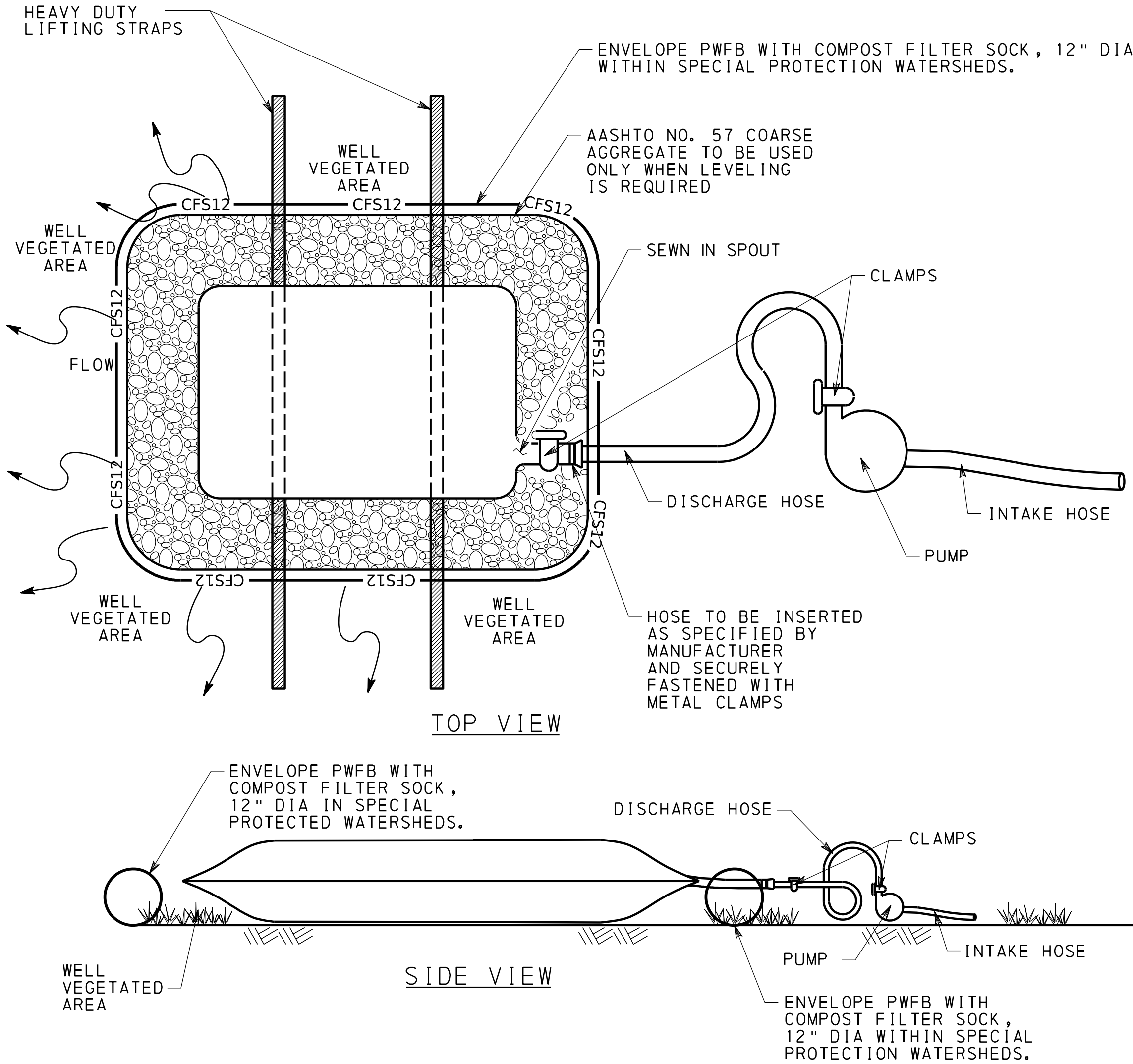
CLEAN FILL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE: FILL MATERILS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE STILL QUALIFIES AS CLEAN FILL PROVIDED THE TESTING REVEALS THAT THE FILL MATERIAL CONTAINS CONCENTRATIONS OF REGULATED SUBSTANCE THAT ARE BELOW THE RESIDENTIAL LIMITS OF TABLE FP-1A AND FP-1B FOUND IN THE DEPARTMENT'S POLICY "MANAGEMENT OF FILLS";

ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM FP-001 TO CERTIFY THE ORIGIN OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUALIFY THE MATERIAL AS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECIEVING THE FILL.



PLOTTED: 28-MAY-2025 13:31

DISTRICT	COUNTY	ROUTE	SECTION	SHEET		
5-0	BERKS	7006	BERKS RD	3 OF 9		
BERN TOWNSHIP						
REV NO	REVISIONS			DATE	BY	APPD

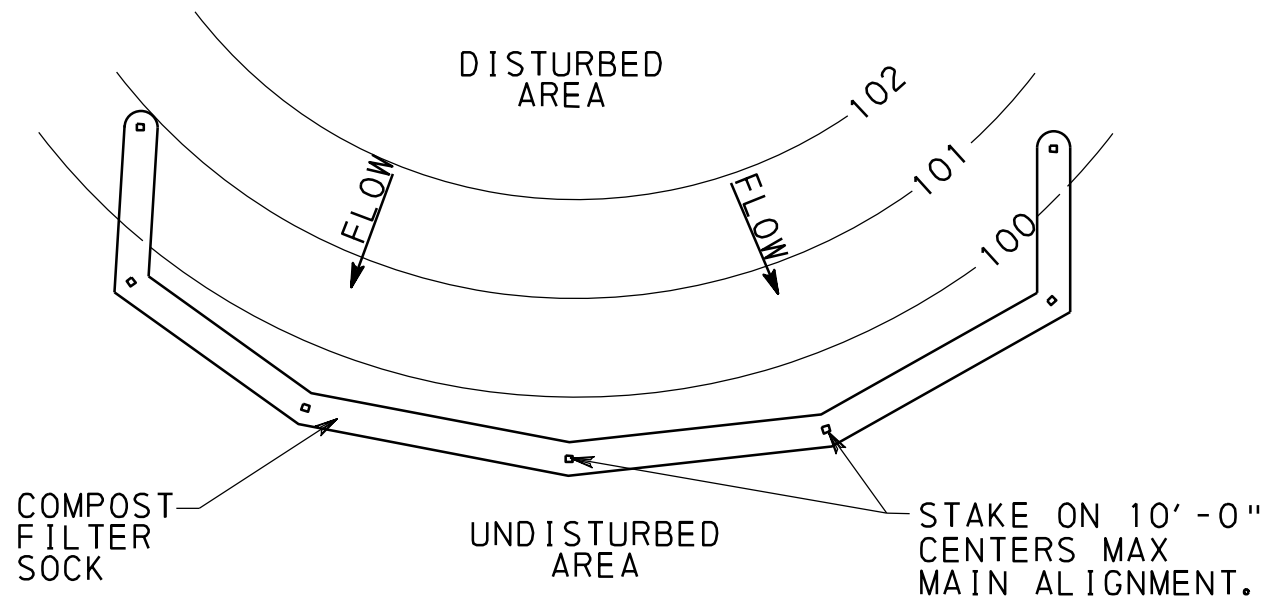


NOTES

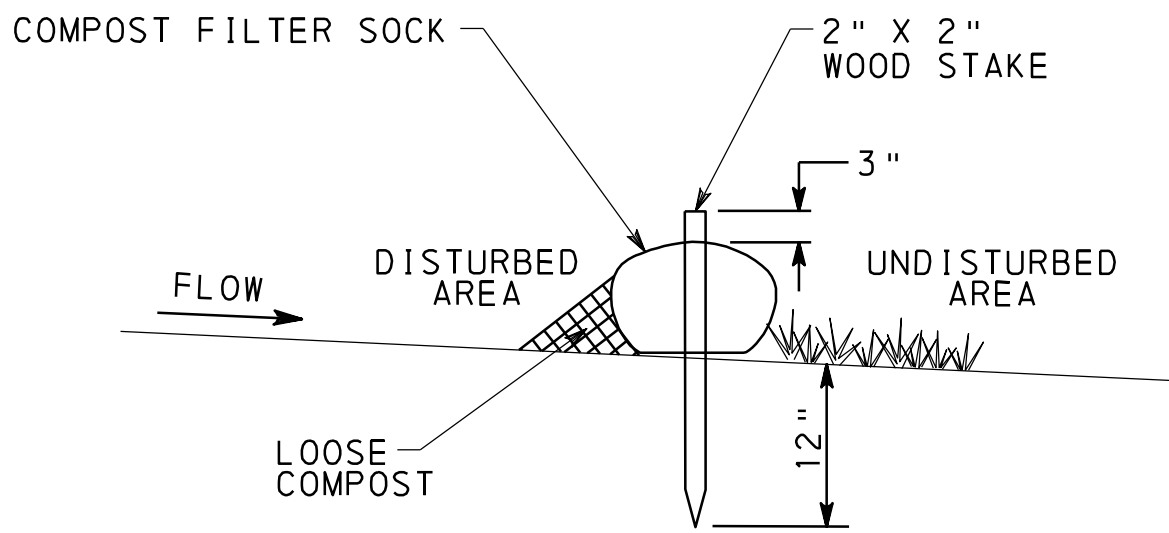
1. LOCATE BAG IN LEVEL AREAS (LESS THAN 5% GRADE). WHEN LEVEL AREAS ARE NOT AVAILABLE, PLACE AASHTO NO. 57 COARSE AGGREGATE TO LEVEL THE BAG.
2. LOCATE BAG IN A WELL VEGETATED AREA. DISCHARGE ONTO A STABLE, EROSION RESISTANT AREA. WHEN VEGETATED AREA IS NOT AVAILABLE, PROVIDE A GEOTEXTILE (CLASS 4, TYPE A) LINED FLOW PATH TO A STABLE EROSION RESISTANT RECEIVING WATER COURSE OR A WELL VEGETATED AREA.
3. LOCATE BAG IN AN AREA ACCESSIBLE BY EQUIPMENT FOR MAINTENANCE AND REMOVAL PURPOSES.
4. DO NOT INSERT MORE THAN ONE HOSE INTO A BAG.
5. DO NOT PERMIT DISCHARGE FROM THE BAG TO DRAIN BACK INTO WORK OR ACCESS AREAS OF THE PROJECT.
6. DO NOT EXCEED A PUMPING RATE OF 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.
7. REPLACE THE BAG WHEN 50% OF THE SEDIMENT CAPACITY HAS BEEN FILLED AND/OR WHEN THERE IS A FAILURE. THE ADDITIONAL BAGS WILL BE PAID AS EACH.
8. REMOVE AND PROPERLY DISPOSE OF THE PUMPED WATER FILTER BAGS. RESTORE THE AREA IN ACCORDANCE WITH THE SPECIFICATIONS IN PUBLICATION 408. DO NOT CUT FILTER BAG OR DISTRIBUTE AND SEED SEDIMENT.
9. DO NOT PERMIT DISCHARGE FROM THE BAG TO DRAIN BACK INTO WORK OR ACCESS AREAS OF THE PROJECT.
10. ENVELOPE PWFB WITH 12" COMPOST FILTER SOCK WITHIN SPECIAL PROTECTION WATERSHEDS. REFER TO SEPARATE DETAILS FOR PROPER INSTALLATION TECHNIQUES.

PUMPED WATER FILTER BAG

PUMPED WATER FILTER BAG - ITEM 0855-0003
REPLACEMENT PUMPED WATER FILTER BAG - ITEM 0855-0004
NOT TO SCALE



PLAN VIEW



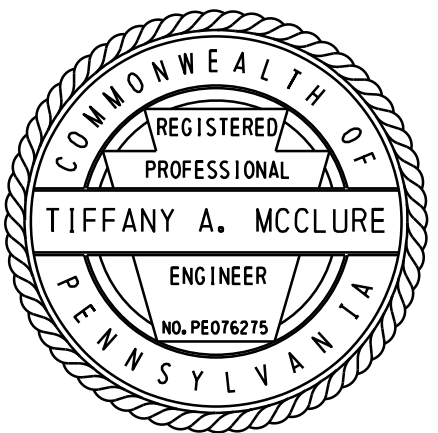
SECTION VIEW

NOTES:

1. PLACE COMPOST FILTER SOCK AT EXISTING LEVEL GRADE. EXTEND BOTH ENDS OF THE SOCK AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN SOCK ALIGNMENT. DO NOT EXCEED THE MAXIMUM SLOPE LENGTH ABOVE ANY SOCK SHOWN ON FIGURE 4.2 IN THE DEP E&S MANUAL. STAKES MAY BE INSTALLED IMMEDIATELY DOWNSLOPE OF THE SOCK IF SO SPECIFIED BY THE MANUFACTURER.
2. DO NOT PERMIT TRAFFIC TO CROSS FILTER SOCKS.
3. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-HALF THE HEIGHT OF THE EXPOSED COMPOST FILTER SOCK AND DISPOSED IN THE MANNER DESCRIBE ELSEWHERE IN THE PLAN.
4. INSPECT SOCKS WEEKLY AND AFTER EACH RUNOFF EVENT >=0.25 INCH. REPAIR DAMAGED SOCKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
5. REPLACE BIODEGRADABLE FILTER SOCK AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. REPLACE POLYPROPYLENE SOCKS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
6. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, REMOVE STAKES. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOED. IN THE LATTER CASE, THE MESH WILL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.
7. REPLACE ALL UNDERCUTTING IMMEDIATELY WITH COMPACTED BACKFILL MATERIAL.

COMPOST FILTER SOCK, 12" DIAMETER

COMPOST FILTER SOCK, 12" DIAMETER - ITEM NO. 0867-0012
NOT TO SCALE



PLOTTED: 28-MAY-2025 13:31

DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	BERKS	7006	BERKS RD	4 OF 9	
BERN TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APPD

SEED SELECTION CRITERIA	
SEED OR MULCH TYPE	LOCATION AND/OR APPLICATION
FORMULA B RESIDENTIAL MIX*	RESIDENTIAL LAWN AREAS
FORMULA T TEMPORARY GRASS MIX	TEMPORARY SEEDING AREAS
STRAW MULCH	FORMULA B & T AREAS WITH LESS THEN 3:1 SLOPE
RECP - TYPE 2D**	FORMULA L & T AREAS WITH SLOPES 3:1 OR STEEPER

* PROVIDE TOPSOIL FURNISHED AND PLACED AT 4" DEPTH SPECIFIED FOR ALL LAWN, VEGETATED DITCHES, AND SCM BASIN INTERIOR AREAS - UNLESS OTHERWISE SPECIFIED.

** RECP = ROLLED EROSION CONTROL PRODUCT

SEEDING TABLE

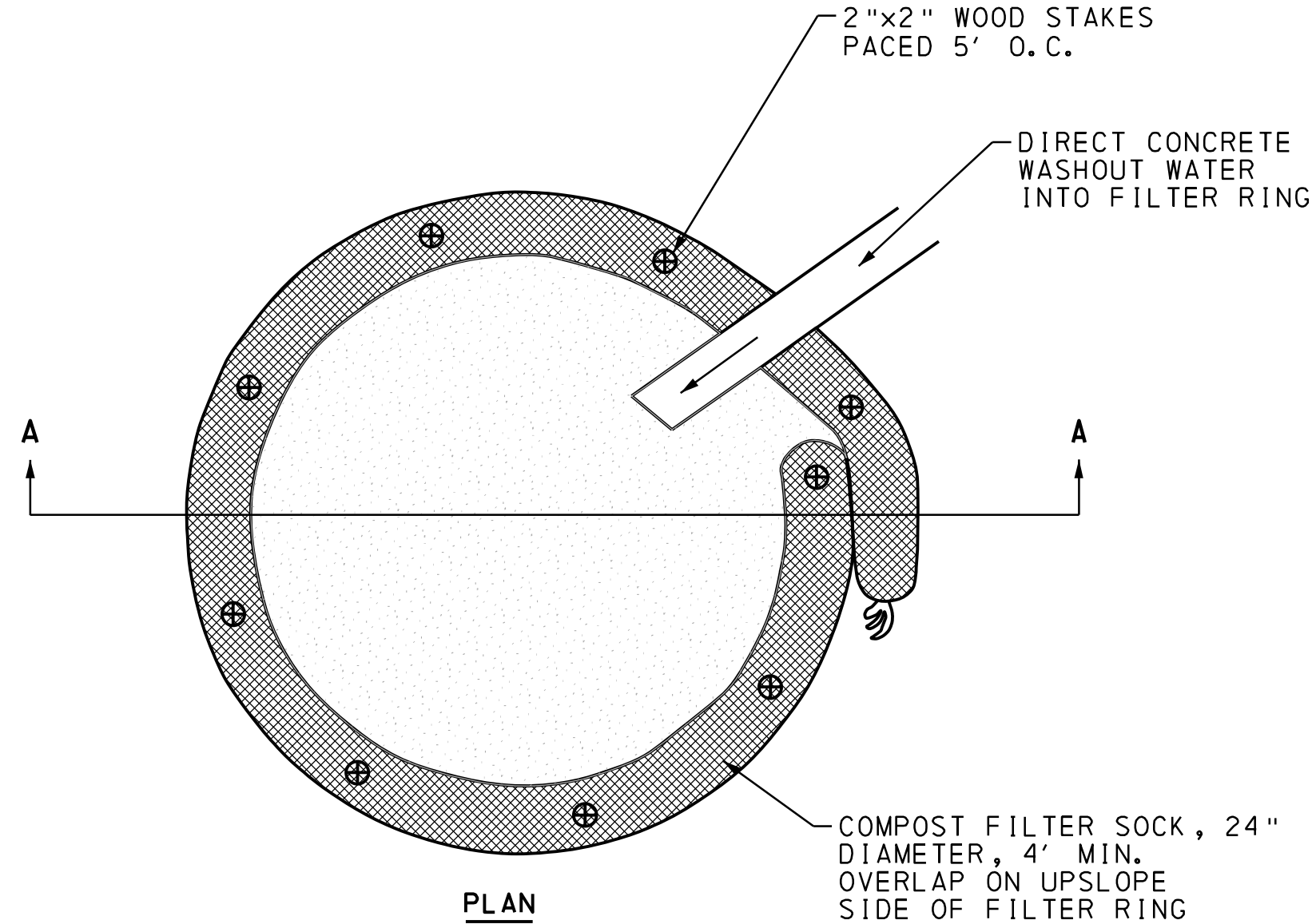
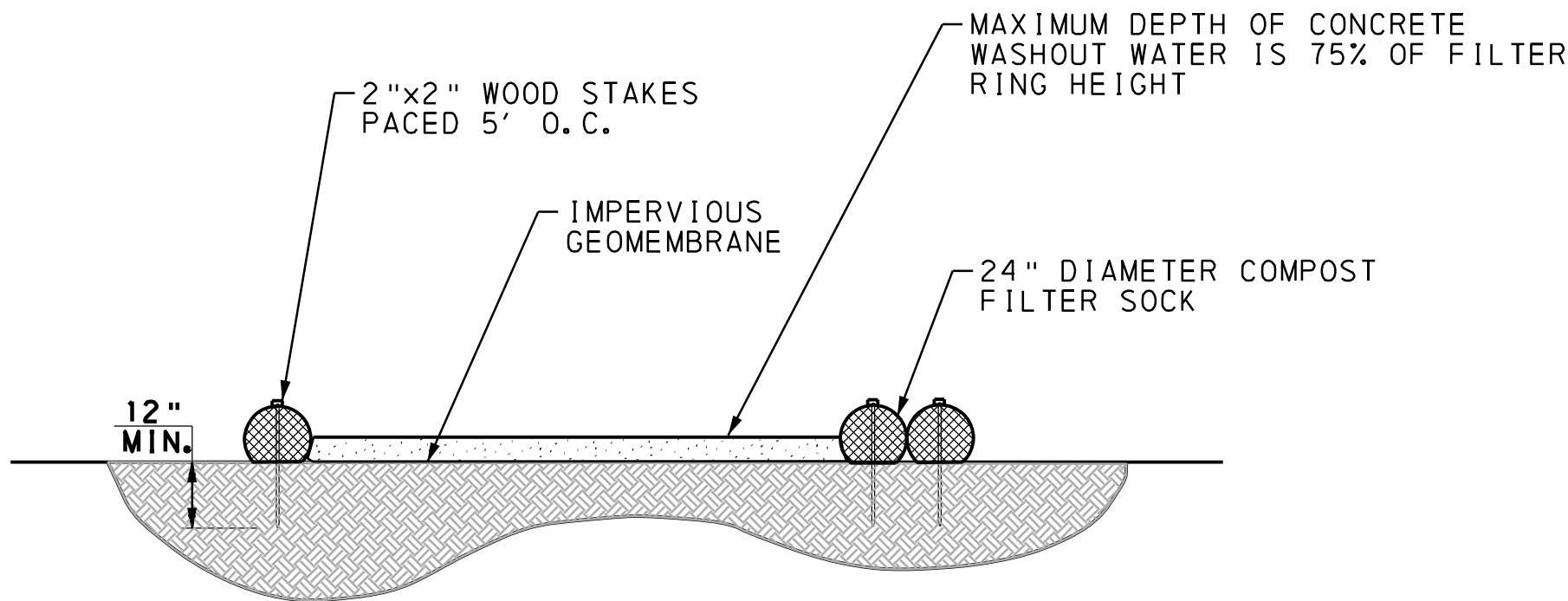
TYPE	TYPICAL SEED LOCATIONS	SEEDING DATES
FORMULA B MIXTURE	LAWNS/LANDSCAPED AREAS	MARCH 15 TO JUNE 1 AUGUST 1 TO OCTOBER 15
FORMULA T MIXTURE	TEMPORARY AREAS	MARCH 15 TO JUNE 1 AUGUST 1 TO OCTOBER 15

SEEDING NOTES

1. THE SEED AND MULCH TABLE IS PROVIDED AS A SUMMARY OF THE SEED MIX AND MULCH TYPES THAT ARE SPECIFIED FOR THIS PARTICULAR PROJECT. REFER TO PUBLICATION 408 FOR DESCRIPTIONS, MATERIALS, CONSTRUCTION, AND PAYMENT INFORMATION ASSOCIATED WITH EACH ITEM INDICATED ON THE TABLE ABOVE. SPECIFICALLY SECTION 804 FOR SEEDING AND SOIL SUPPLEMENTS, SECTION 805 FOR MULCHING, AND SECTION 806 FOR ROLLED EROSION CONTROL PRODUCTS. SHOULD THERE BE ANY DISCREPANCIES BETWEEN THE INFORMATION PROVIDED IN THIS TABLE AND THE SPECIFICATIONS, THE LATEST VERSION OF PUBLICATION 408 TAKES PRECEDENCE.
2. REFER TO TABULATIONS AND/OR TYPICAL ROADWAY SECTIONS FOR SPECIFIC LOCATIONS AND TYPES OF SEED/MULCH.
3. IF A STOCKPILE IS TO REMAIN FOR MORE THAN 2 WEEKS, SEED WITH TEMPORARY SEED MIXTURE (FORMULA T).
4. APPLY ROLLED EROSION CONTROL PRODUCT TO ALL AREAS THAT HAVE A SLOPE 3:1 OR STEEPER INCLUDING TEMPORARY LOCATIONS, WHICH REQUIRE VEGETATIVE STABILIZATION. REFER TO SEPERATE DETAILS IN THIS PLAN.
5. IF VEGETATION COVER IS LESS THAN 40% OF THE SOIL SURFACE, LIME, FERTILIZE, AND SEED IN ACCORDANCE WITH CURRENT RECOMMENDATION FOR NEW SEEDING. IF VEGETATION COVER IS MORE THAN 40% BUT LESS THAN 70% OF SOIL SURFACE, LIME, FERTILIZE, AND OVERSEED IN ACCORDANCE WITH CURRENT RECOMMENDATIONS. PROPERLY REPAIR SLIDES, SLUMPS AND ERODED AREAS PROMPLY IN ACCORDANCE WITH CURRENT RECOMMENDATIONS.

SEEDING & MULCHING TABLES

TOPSOIL FURNISHED AND PLACED - ITEM 0802-0032
SEEDING - FORMULA T TEMPORARY GRASS MIX, INCLUDING MULCH ITEM 0804-0032
SEEDING AND SOIL SUPPLEMENTS - FORMULA B RESIDENTIAL MIX - ITEM 0804-0036
MULCHING - STRAW - ITEM 0805-0022

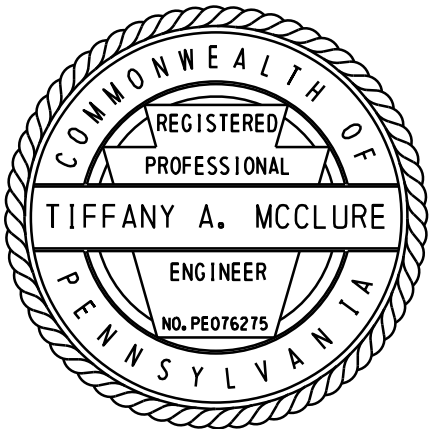


NOTES:

1. LOCATE CONCRETE WASHOUT FACILITIES A MINIMUM OF 100 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES, AND WATERCOURSES, UNLESS DETERMINED INFEASIBLE BY THE RESIDENT ENGINEER. LOCATE EACH CONCRETE WASHOUT FACILITY AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS AREAS TO PREVENT DISTURBANCE OR TRACKING.
2. INSPECT THE CONCRETE WASHOUT DAILY. REMOVE ACCUMULATED MATERIALS WHEN THEY REACH 50% OF THE CAPACITY OF THE WASHOUT FACILITY.
3. DEACTIVATE AND REPAIR OR REPLACE DAMAGED OR LEAKING WASHOUT FACILITIES IMMEDIATELY.
4. ADEQUATE SIGNAGE MUST BE PROVIDED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
5. ALLOW MATERIALS COLLECTED IN THE WASHOUT FACILITY TO HARDEN AND DEWATER PRIOR TO REMOVAL. MATERIALS REMOVED FROM WASHOUT FACILITIES MUST BE DISPOSED OF IN ACCORDANCE WITH PADEP'S SOLID WASTE MANAGEMENT REGULATIONS.
6. PLACE WASHOUT FACILITIES IN AREAS WHERE SLOPES ARE 2% OR LESS.
7. SIZE (VOLUME) WASHOUT FACILITIES TO ADEQUATLY CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
8. 18" DIAMETER COMPOST FILTER SOCK MAY BE STACKED ONTO DOUBLE 24" DIAMETER COMPOST FILTER SOCKS IN A PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT AND STABILITY IF NECESSARY.
9. SUITABLE IMPERVIOUS GEOMEMBRANE LINER SHOULD BE PLACED AT THE LOCATION OF THE WASHOUT. ENSURE CONTINUOUS CONTACT OF THE SOCK WITH THE GEOMEMBRANE LINER AT ALL LOCATIONS.

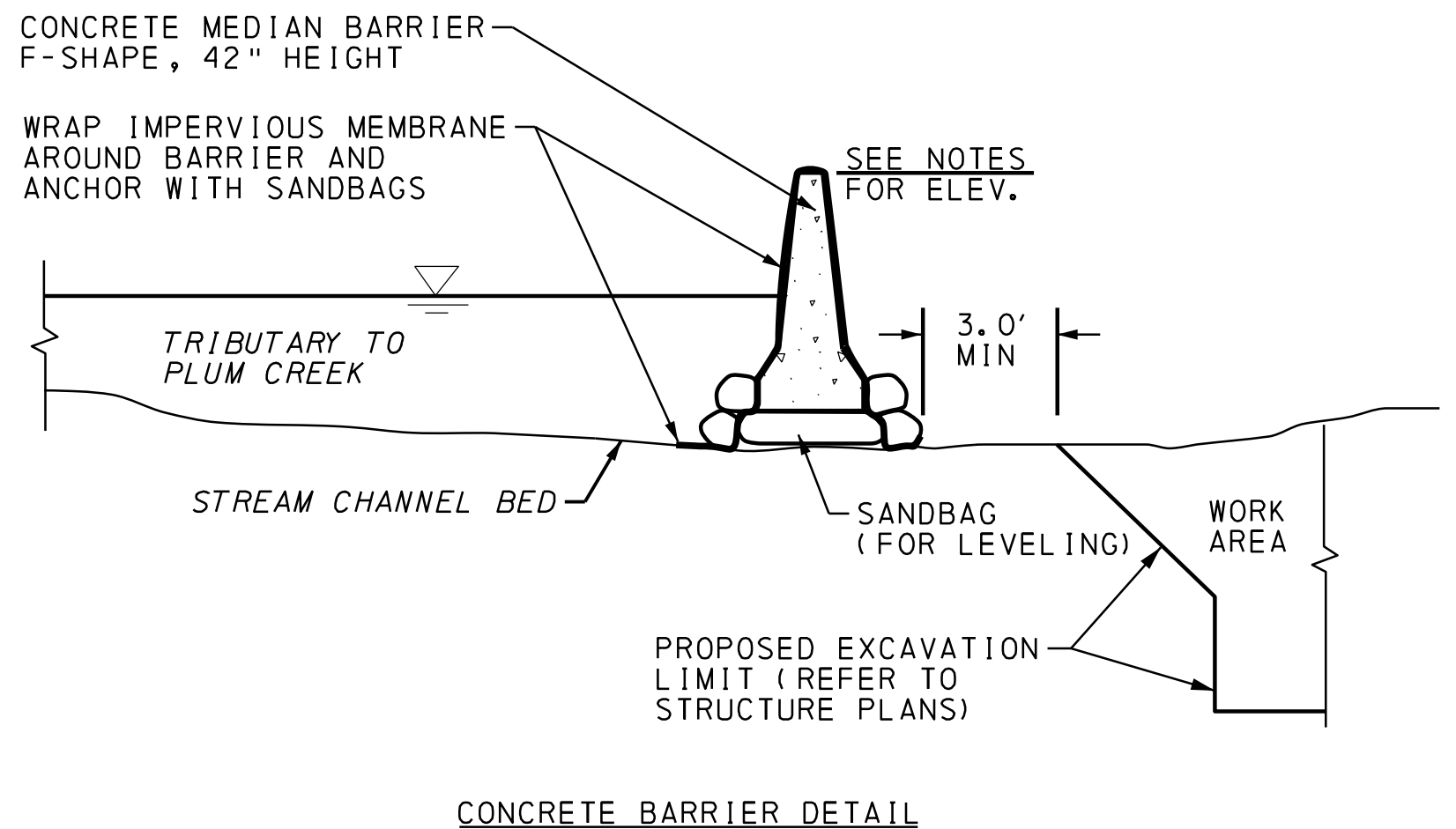
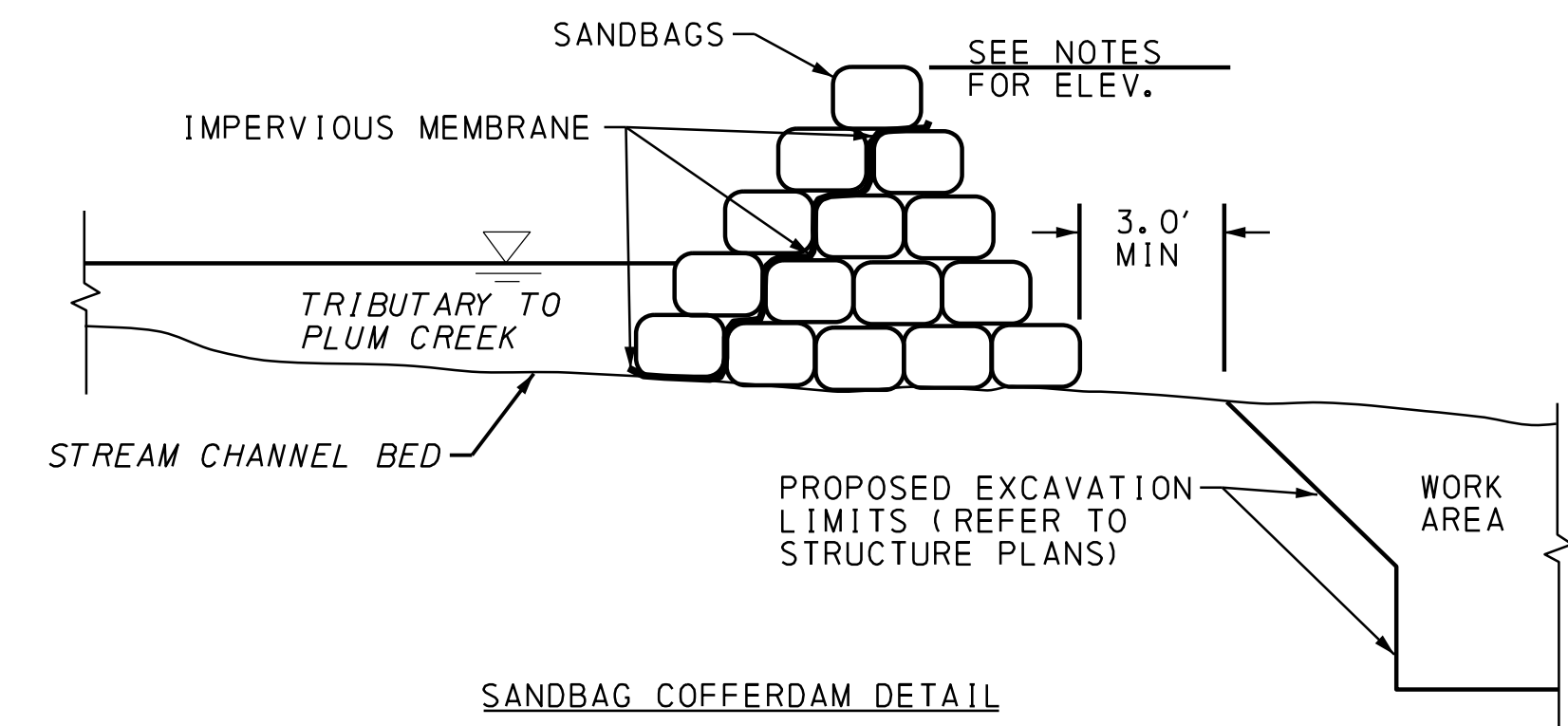
CONCRETE WASHOUT

CONCRETE WASHOUT FACILITY (INCIDENTAL TO CONTRACT ITEMS)
NOT TO SCALE



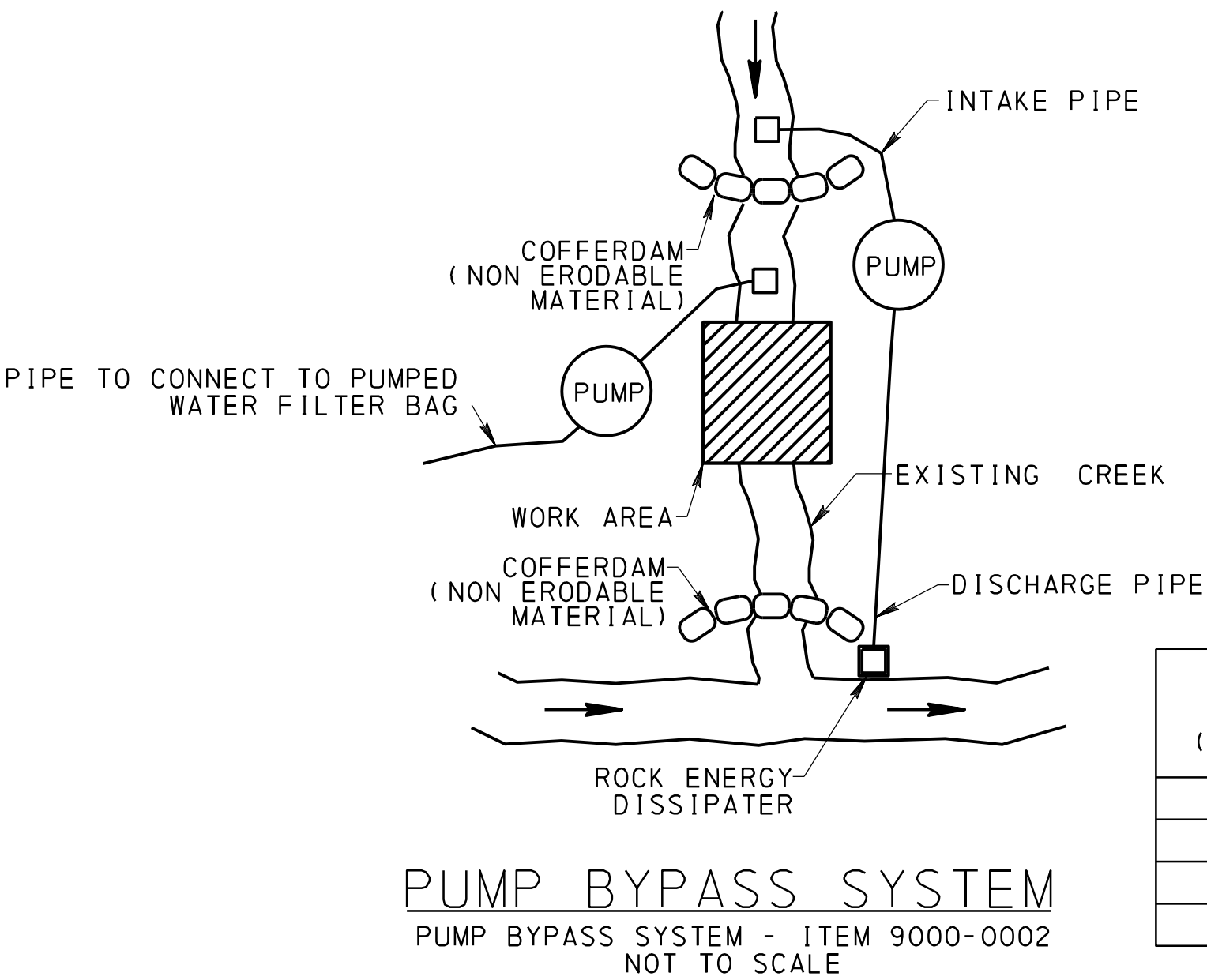
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DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	BERKS	7006	BERKS RD	5 OF 9	
BERN TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APPD

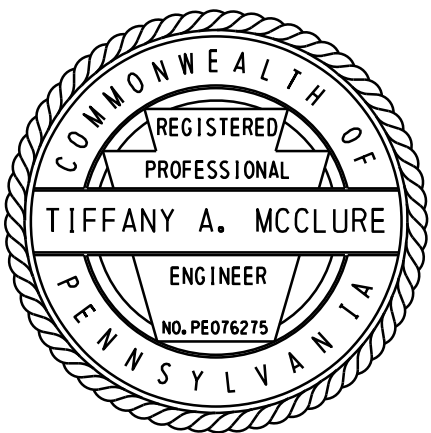


- NOTES:
1. THE TEMPORARY STREAM DIVERSION IS REGULATED UNDER TITLE 25, CHAPTER 105 OF PENNSYLVANIA CODE AND MAY NOT BE MODIFIED WITHOUT A CHAPTER 105 PERMIT AMENDMENT.
 2. THIS DIVERSION WAS DESIGNED UTILIZING AN ASSUMED 2-YEAR STORM FLOW OF 191 CFS. IT WAS NOT DESIGNED FOR ANY RAIN EVENT. THEREFORE, IT IS IMPERATIVE TO MONITOR THE WEATHER AND REMOVE ALL EQUIPMENT AND PERSONNEL FROM WITHIN THE DIVERSION LIMITS AND STREAM CHANNEL AREAS WHEN A RAIN EVENT IS FORECASTED.
 3. EITHER CONCRETE BARRIER AND/OR TEMPORARY EXCAVATION SUPPORT PROTECTION SYSTEM MAY BE USED TO DIVERT STREAM FLOW AROUND WORK AREAS.
 4. THE HORIZONTAL LOCATIONS OF THE DIVERSIONS ARE INDICATED ON PLAN SHEETS IN THIS PLAN SET.
 5. INSTALL STREAM DIVERSION FROM UPSTREAM TO DOWNSTREAM. REMOVE IT IN THE REVERSE ORDER.
 6. MAINTAIN THE TEMPORARY STREAM DIVERSION THROUGHOUT ITS USE BY DAILY INSPECTIONS AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH. REPAIR/RESET TO RESTORE ITS FUNCTIONALITY IMMEDIATELY AS DIRECTED
 7. WATER THAT ACCUMULATES WITHIN THE COFFERDAM AND WORK AREAS MUST BE PUMPED THROUGH A PUMPED WATER FILTER BAG.
 8. RESTORE STREAM CHANNEL TO PRE-EXISTING GRADES BY UTILIZING THE NATURAL STREAM BED MATERIAL EXCAVATED FOR STRUCTURE WORK.

TEMPORARY COFFERDAM
TEMPORARY COFFERDAM - ITEM 9000-0001
NOT TO SCALE

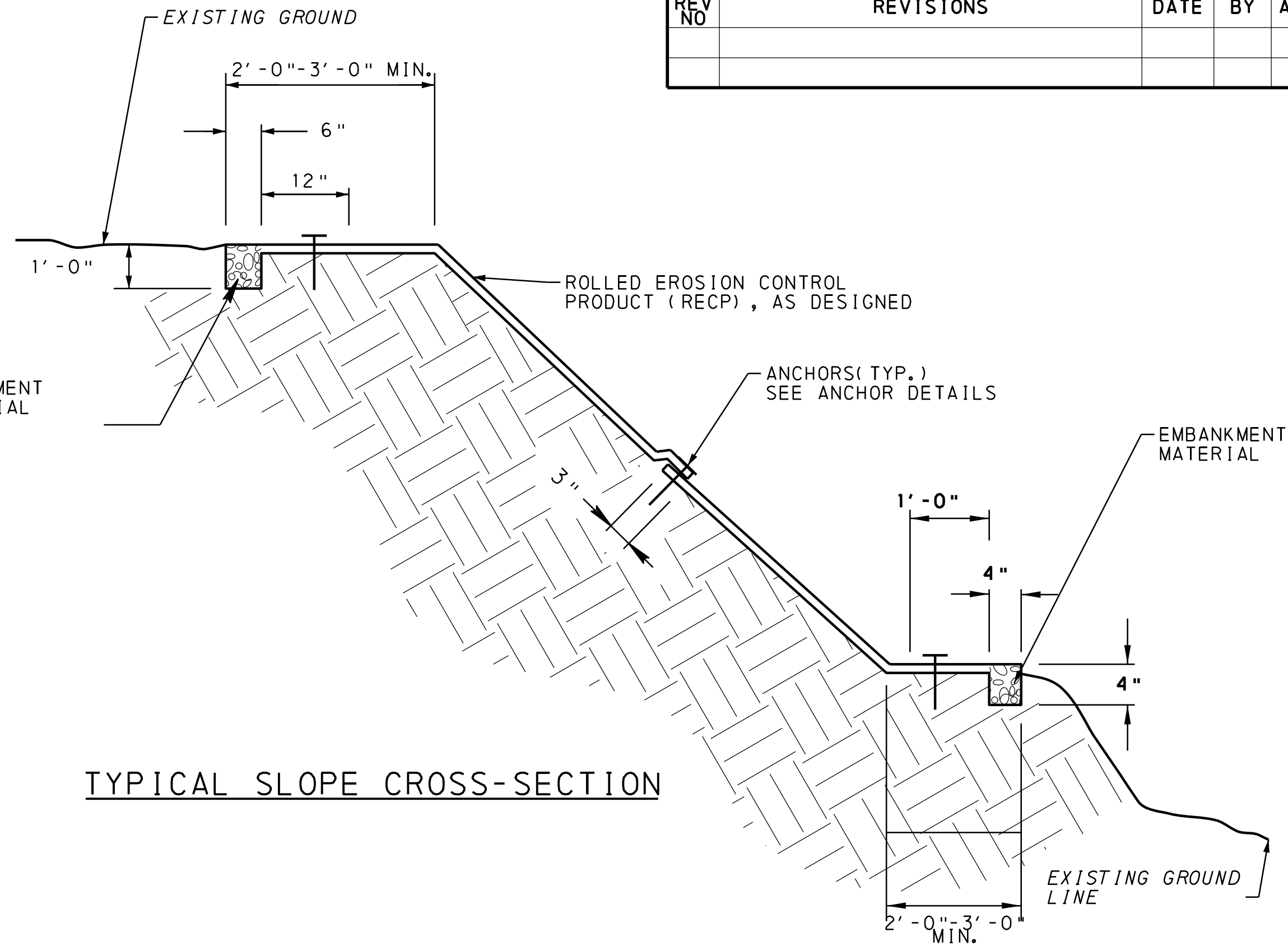
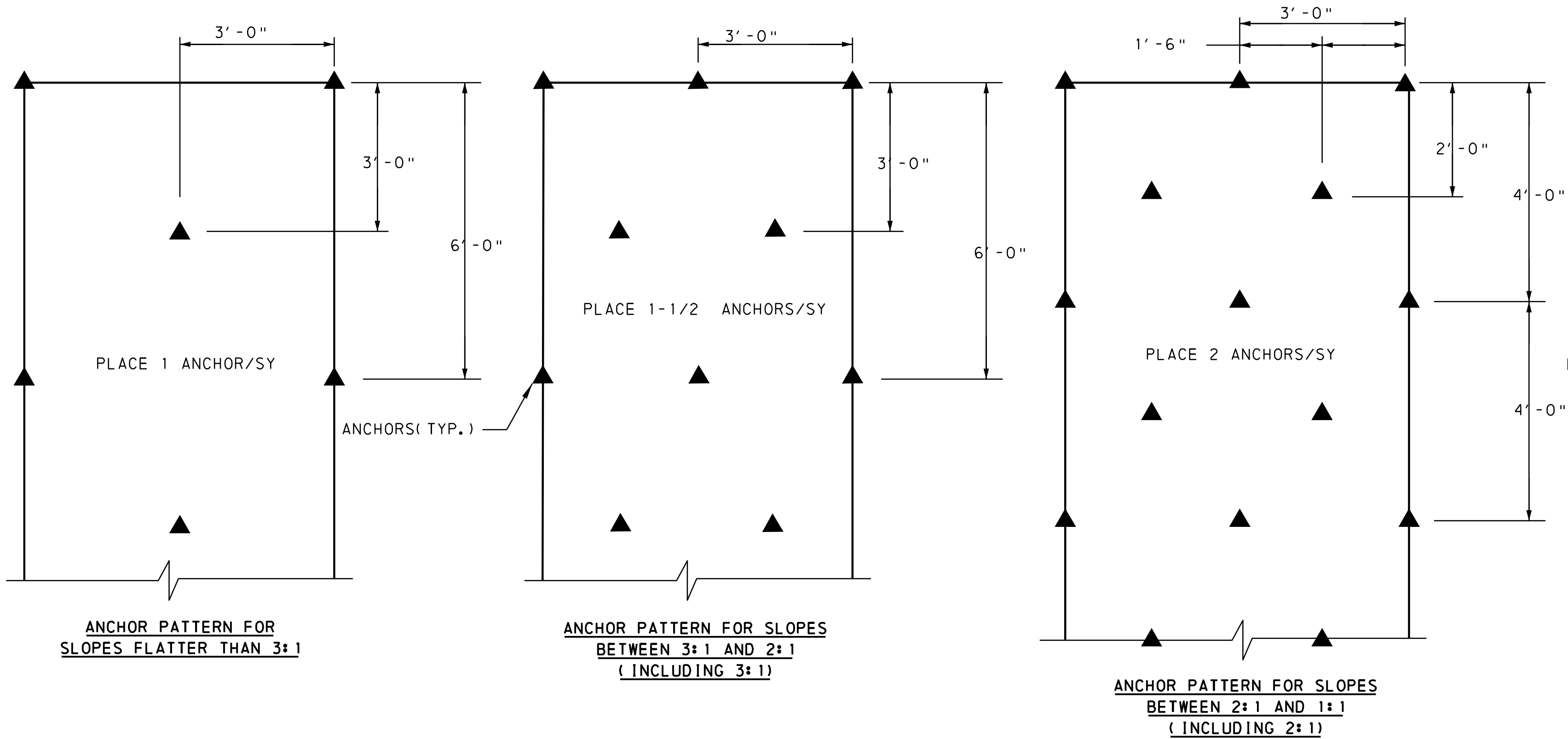


ESTIMATED QUANTITIES PUMP BYPASS SYSTEM (INCLUDED IN ITEM NO. 9000-0004) (INFORMATION ONLY)		
DESCRIPTION	UNIT	TOTAL
FLEXIBLE PIPE	LF	70
PUMP	EACH	1
ROCK ENERGY DISSIPATOR	EACH	1



PLOTTED: 28-MAY-2025 13:33

DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	BERKS	7006	BERKS RD	6 OF 9	
BERN TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APPD

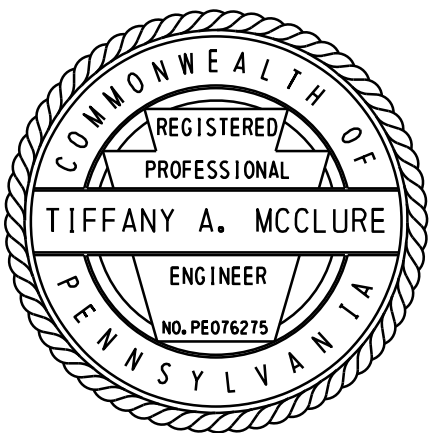
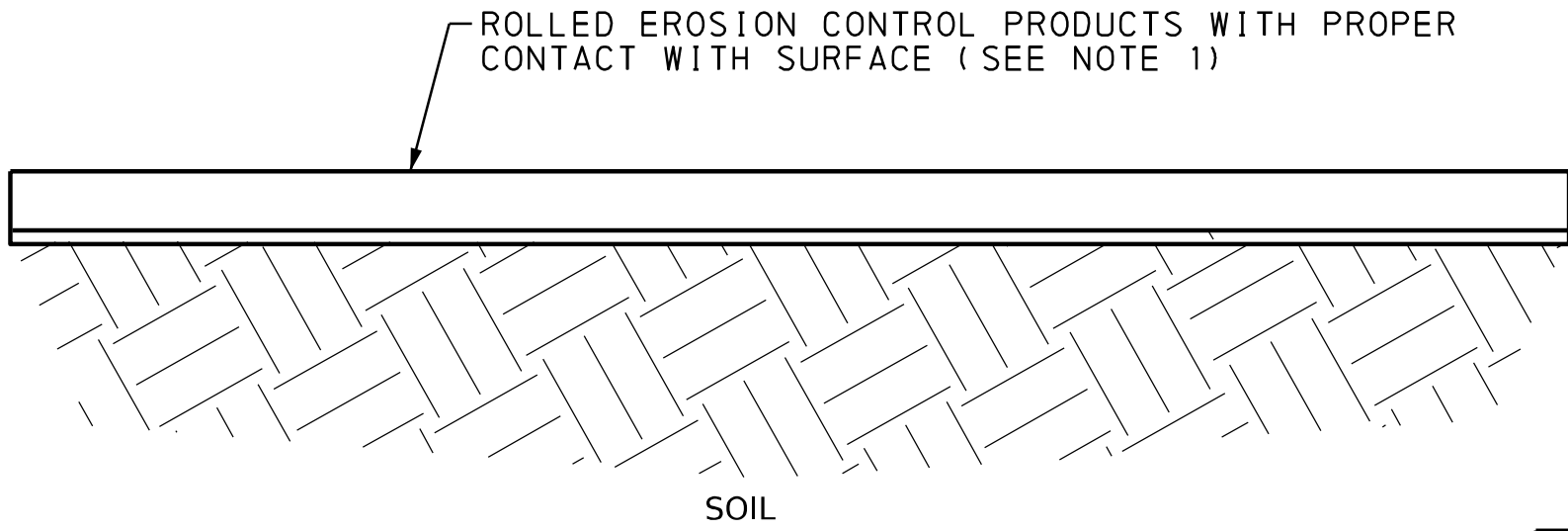
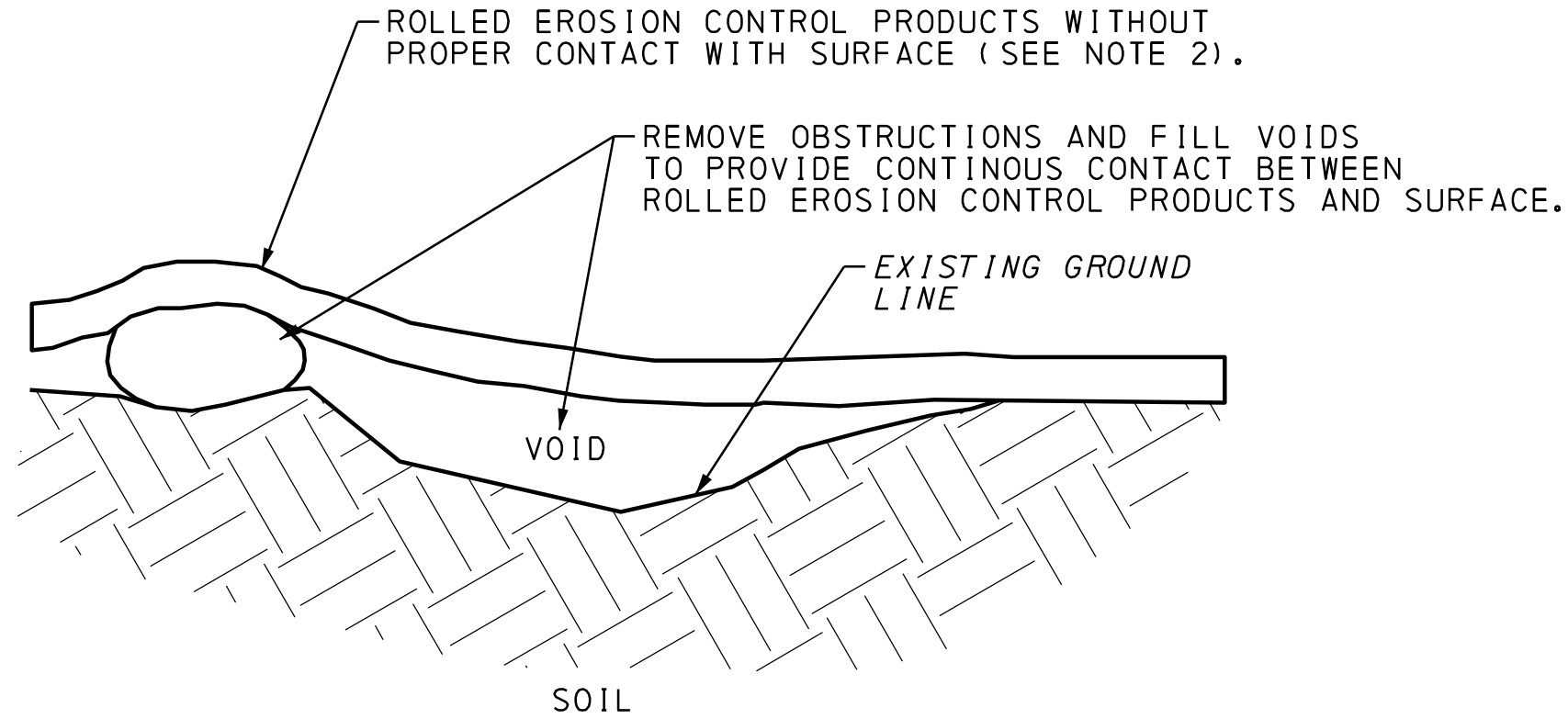


INSTALLATION, INSPECTION AND MAINTENANCE NOTES:

1. IN ORDER TO ENSURE THAT RECP PROVIDES THE MOST EFFECTIVE CONTROL OF EROSION, ESTABLISH AND MAINTAIN CONTINUOUS CONTACT BETWEEN THE ROLLED EROSION CONTROL PRODUCTS MAT AND THE SOIL SURFACE.
2. LOSS OF CONTINUOUS CONTACT DUE TO OBSTRUCTIONS OR AN UNEVEN SURFACE MAY RESULT IN EROSION BENEATH THE RECP, TENTING (VEGETATION PUSHING THE MAT UP), OR SEEDS THAT DO NOT GERMINATE.
3. TILLAGE AND APPLICATION OF SOIL SUPPLEMENTS AND SEEDING SHALL BE COMPLETED PRIOR TO INSTALLATION OF THE ROLLED EROSION CONTROL PRODUCT. MULCH APPLICATION IS NOT REQUIRED FOR INSTALLATION OF ROLLED EROSION CONTROL PRODUCT.
4. PROVIDE ANCHORING DEVICES IN ACCORDANCE WITH PUBLICATION 408, SECTION 806.2(D).
5. INSPECT INSTALLED RECP AREAS WEEKLY AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH TO ENSURE THAT THE RECP STILL HAS CONTINUOUS CONTACT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE AREA. REPAIR/REPLACE AS DIRECTED.
6. IF A PROTECTED SLOPE, SWALE, OR OTHER SOIL SURFACE FAILURE OCCURS AFTER INSTALLATION OF WORK, REDRESS AFFECTED SOIL AREAS AND REINSTALL PROTECTION MATERIAL AS SPECIFIED FOR ORIGINAL TREATMENT, UNLESS DIRECTED OTHERWISE.

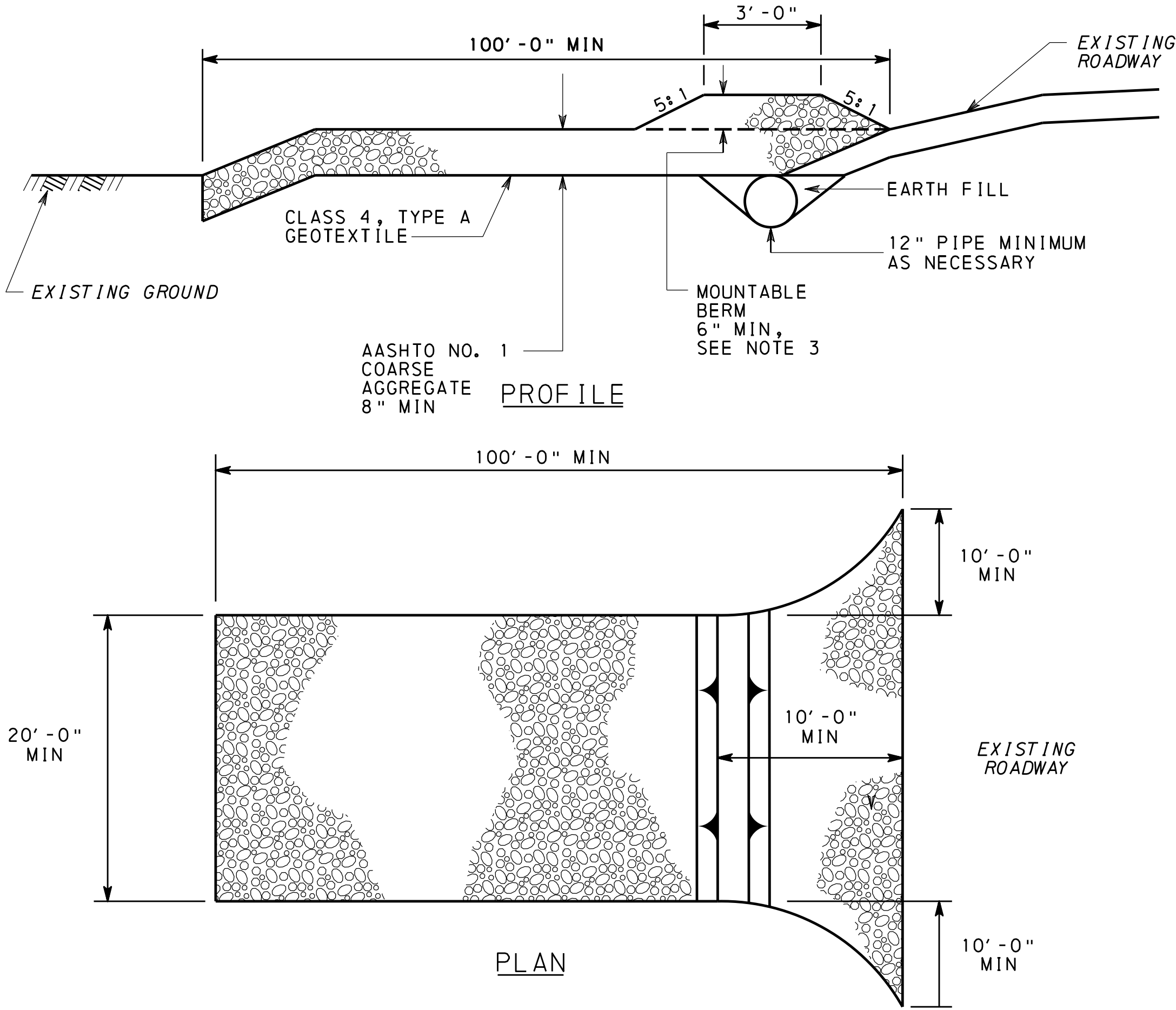
ROLLED EROSION CONTROL PRODUCT (RECP) SLOPE LINING DETAILS

TEMPORARY SHORT-TERM, ROLLED EROSION CONTROL PRODUCT, TYPE 2D - ITEM NO. 0806-0113
NOT TO SCALE



PLOTTED: 11-JUN-2025 12:02

DISTRICT	COUNTY	ROUTE	SECTION	SHEET		
5-0	BERKS	7006	BERKS RD	7 OF 9		
BERN TOWNSHIP						
REV NO	REVISIONS			DATE	BY	APPD

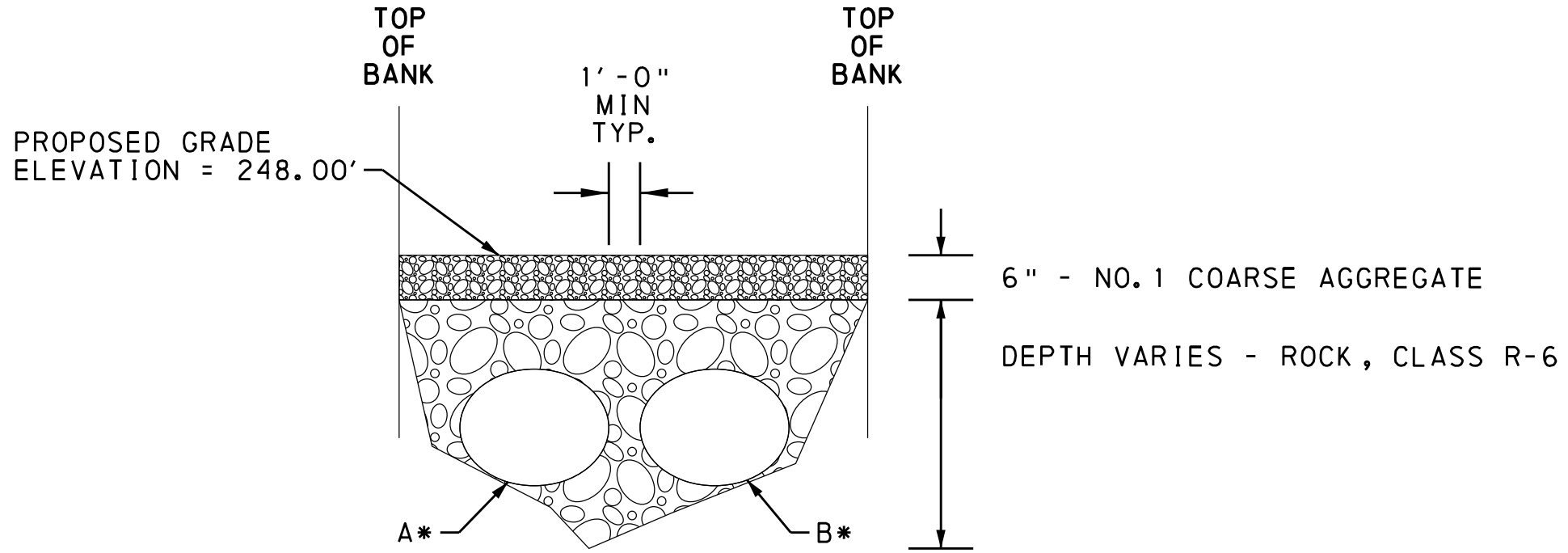


NOTES

1. INSPECT THE ENTRANCE DAILY AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH. REMOVE ALL SEDIMENT DEPOSITED ON THE PUBLIC ROADWAYS AND RETURN TO THE CONSTRUCTION SITE. WASHING OF THE ROADWAY WILL NOT BE PERMITTED.
2. MAINTAIN THE SPECIFIED ROCK CONSTRUCTION ENTRANCE THICKNESS. PLACE ADDITIONAL ROCK WHENEVER ROCK BECOMES CLOGGED WITH SEDIMENT.
3. MAINTAIN STOCKPILE OF AASHTO NO.1 COARSE AGGREGATE.
4. CONSTRUCT A MOUNTABLE BERM ONLY WHEN 6" MIN COVER CANNOT BE PROVIDED OVER THE PIPE.
5. SATISFACTORILY REMOVE MATERIALS AS PER SPECIFICATION IN SECTION 849 WHEN ROCK CONSTRUCTION ENTRANCE IS NO LONGER NEEDED.
6. PROVIDE GEOTEXTILE MATERIAL MEETING THE REQUIREMENTS OF PUBLICATION 408, SECTION 735. FURNISH AND INSTALL IN ACCORDANCE WITH SECTION 212. PROVIDE GEOTEXTILE ALONG ALL INTERFACE AREAS WITH GROUND CONTACT.
7. CONSTRUCT ROCK CONSTRUCTION ENTRANCE WITHIN THE RIGHT-OF-WAY OR EASEMENT AREAS. ENTRANCE MAY BE CONSTRUCTED ON A SKEW IF ADEQUATE PULL OUT SIGHT DISTANCE IS AVAILABLE.

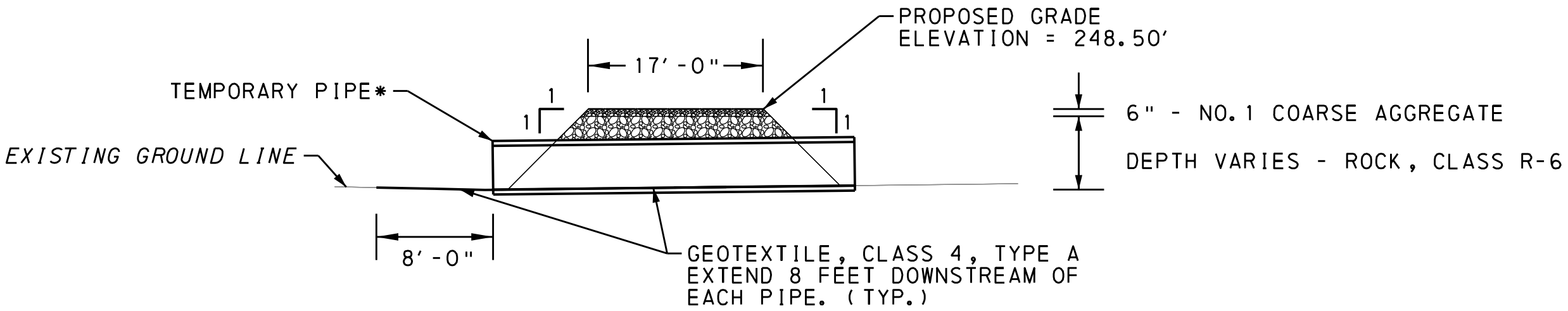
ROCK CONSTRUCTION ENTRANCE
ROCK CONSTRUCTION ENTRANCE - ITEM 0849-0010
NOT TO SCALE

TEMPORARY STREAM CROSSING PIPE SCHEDULE				
PIPE	PIPE HEIGHT (IN)	PIPE WIDTH (IN)	INVERT IN	INVERT OUT
A	45"	29"	242.90	242.60
B	45"	29"	242.90	242.62



* = SEE PIPE SCHEDULE FOR PIPE INVERTS.

LONGITUDINAL SECTION VIEW - FACING DOWNSTREAM



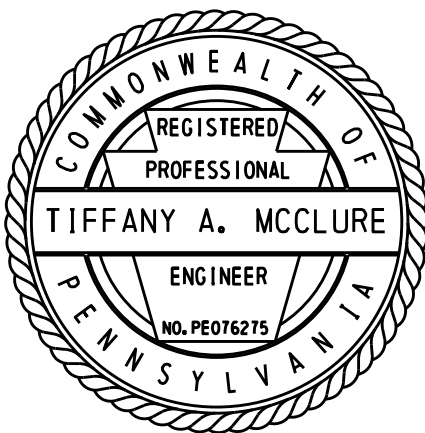
* = SEE PIPE SCHEDULE FOR PIPE INVERTS.

TYPICAL CROSS SECTION VIEW

NOTES:

1. EXTEND PIPES 1.0' BEYOND THE TOE OF THE FILL SLOPE.
2. MAINTAIN THE TEMPORARY STREAM CROSSING THROUGHOUT ITS USE BY DAILY INSPECTIONS AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH. REPAIR/RESET TO RESTORE ITS FUNCTIONALITY IMMEDIATELY AS DIRECTED.
3. REPAIR DAMAGED PIPES WITHIN 24 HOURS OF THE INSPECTION AND BEFORE ANY SUBSEQUENT USE.
4. REMOVE SEDIMENT DEPOSITS ON THE TEMPORARY STREAM CROSSING. DISPOSE OF ALL MATERIAL PROPERLY AND STABILIZE ALL DISTURBED AREAS.
5. CONSTRUCT TEMPORARY STREAM CROSSING 17' WIDE WITH 1:1 FILL SLOPES.
6. INSTALL GEOTEXTILE ON TOP OF THE STREAM BED PRIOR TO PLACING ROCK WITHIN STREAM CHANNEL. EXTEND THE GEOTEXTILE 8 FEET DOWNSTREAM OF EACH PIPE FOR THE TEMPORARY SCOUR PROTECTION. SATISFACTORILY SECURE THE GEOTEXTILE TO THE STREAM BED.
7. TRIBUTARY TO PLUM CREEK 2-YEAR STORM FLOW IS ESTIMATED AT 191 CFS. THE TEMPORARY PIPES ARE DESIGNED TO CONVEY A 2-YEAR STORM WITH A SMALL BUFFER BEFORE THE STREAM ACCESS WILL OVERTOP. CONTRACTOR SHOULD MONITOR WEATHER AND STREAM FOR CHANGING CONDITIONS AND REMOVE EQUIPMENT FROM TEMPORARY STREAM CROSSING AND STREAM AREA IF INCREASED STREAM FLOWS ARE ANTICIPATED.

TEMPORARY STREAM CROSSING
TEMPORARY STREAM CROSSING - ITEM 9000-0003
NOT TO SCALE



EROSION AND SEDIMENT POLLUTION CONTROL PLAN

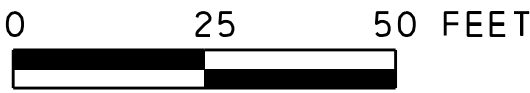
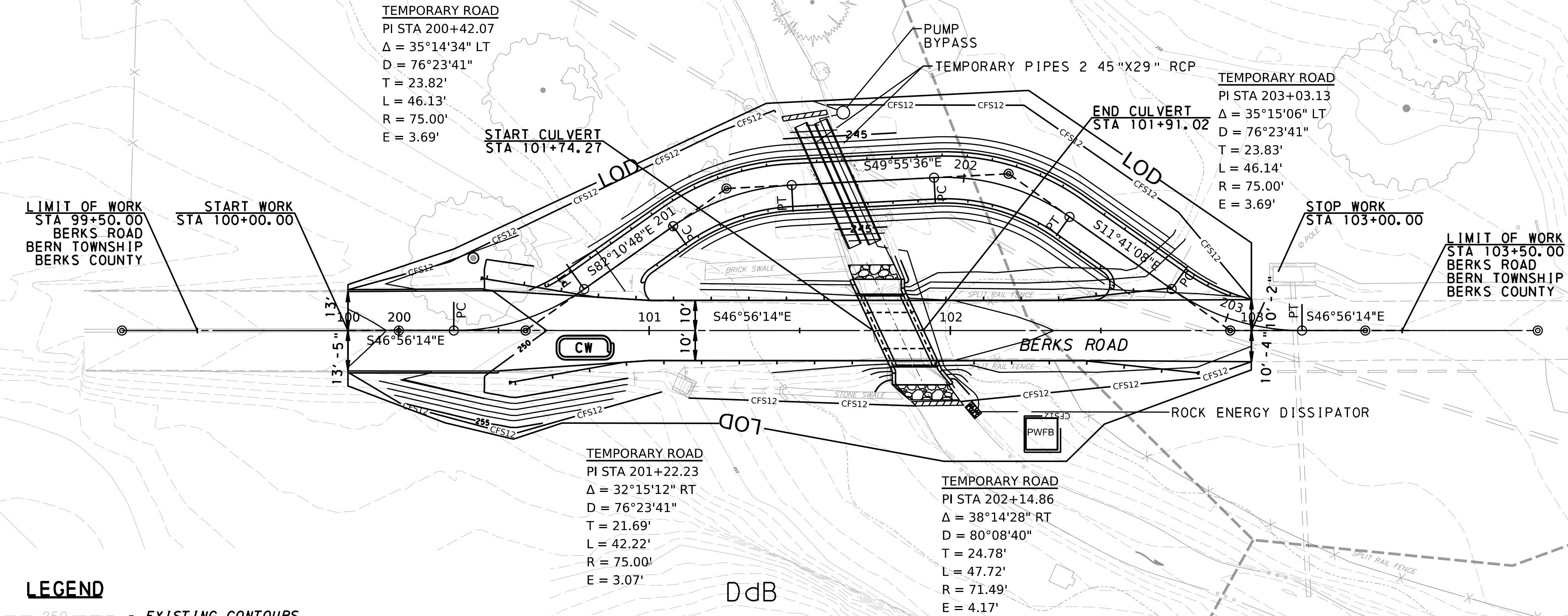
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DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	BERKS	7006	BERKS RD	8 OF 9	
BERN TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APPD

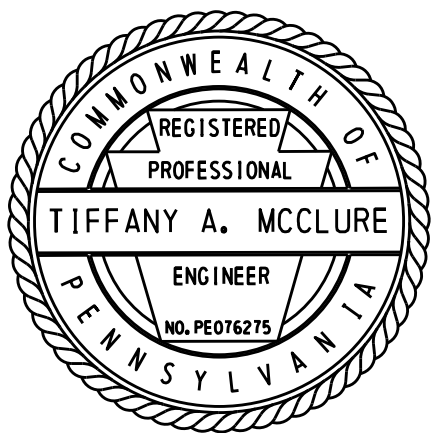
NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

LEGEND OF SOIL TYPES	
SYMBOL	NAME
BkC	BERKS- WEIKERT COMPLEX, 3 TO 8 PERCENT SLOPES
DdB	DUFFIELD SILT LOAM, 3 TO 8 PERCENT SLOPES
DfD	DUFFIELD-RYDER SILT LOAMS, 15 TO 25 PERCENT SLOPES
Me	MIDDLEBURY SILT LOAM

- LEGEND**
- - - 250 - - - EXISTING CONTOURS
 - 250 — PROPOSED CONTOURS
 - ... EXISTING STREAM CHANNEL
 - LOD — LIMIT OF DISTURBANCE
 - CFS12 — 12" DIA COMPOST FILTER SOCK
 - PROPOSED GUIDE RAIL
 - - - SOIL BOUNDARY
 - TEMPORARY COFFERDAM
 - CW CONCRETE WASHOUT
 - ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL
 - PWFB PUMPED WATER FILTER BAG



EROSION AND SEDIMENT POLLUTION CONTROL PLAN STAGE 1



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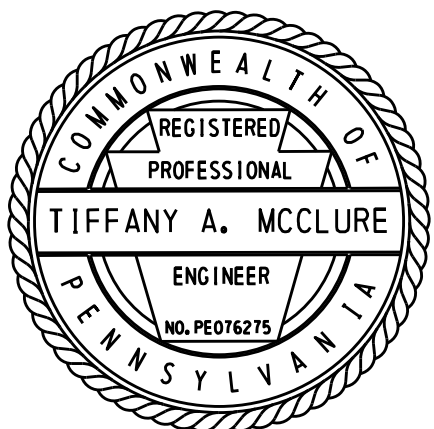
DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
5-0	BERKS	7006	BERKS RD	9 OF 9	
BERN TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APPD

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

LEGEND OF SOIL TYPES	
SYMBOL	NAME
BkC	BERKS- WEIKERT COMPLEX, 3 TO 8 PERCENT SLOPES
DdB	DUFFIELD SILT LOAM, 3 TO 8 PERCENT SLOPES
DfD	DUFFIELD-RYDER SILT LOAMS, 15 TO 25 PERCENT SLOPES
Me	MIDDLEBURY SILT LOAM

- LEGEND**
- - - 200 - EXISTING CONTOURS
 - - - 250 - PROPOSED CONTOURS
 - - - - - EXISTING STREAM CHANNEL
 - - - LOD - LIMIT OF DISTURBANCE
 - - - CFS12 - 12" DIA COMPOST FILTER SOCK
 - - - - - SOIL BOUNDARY
 - - - - - TEMPORARY COFFERDAM
 - - - CW - CONCRETE WASHOUT
 - - - - - ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL
 - - - PWPB - PUMPED WATER FILTER BAG

EROSION AND SEDIMENT POLLUTION CONTROL PLAN STAGE 2



1. PROJECT INFORMATION

Project Name: **Berks Road over Tributary to Plum Creek**

Date of Review: **5/22/2025 11:06:41 AM**

Project Category: **Transportation, Structures and Bridges, Bridge Replacement and/or Removal - on existing alignment (within 12 feet up/down stream)**

Project Area: **0.05 acres**

County(s): **Berks**

Township/Municipality(s): **Bern Township**

ZIP Code:

Quadrangle Name(s): **BERNVILLE**

Watersheds HUC 8: **Schuykill**

Watersheds HUC 12: **Lower Tulpehocken Creek**

Decimal Degrees: **40.376564, -76.014209**

Degrees Minutes Seconds: **40° 22' 35.6290" N, 76° 0' 51.1513" 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.

Berks Road over Tributary to Plum Creek

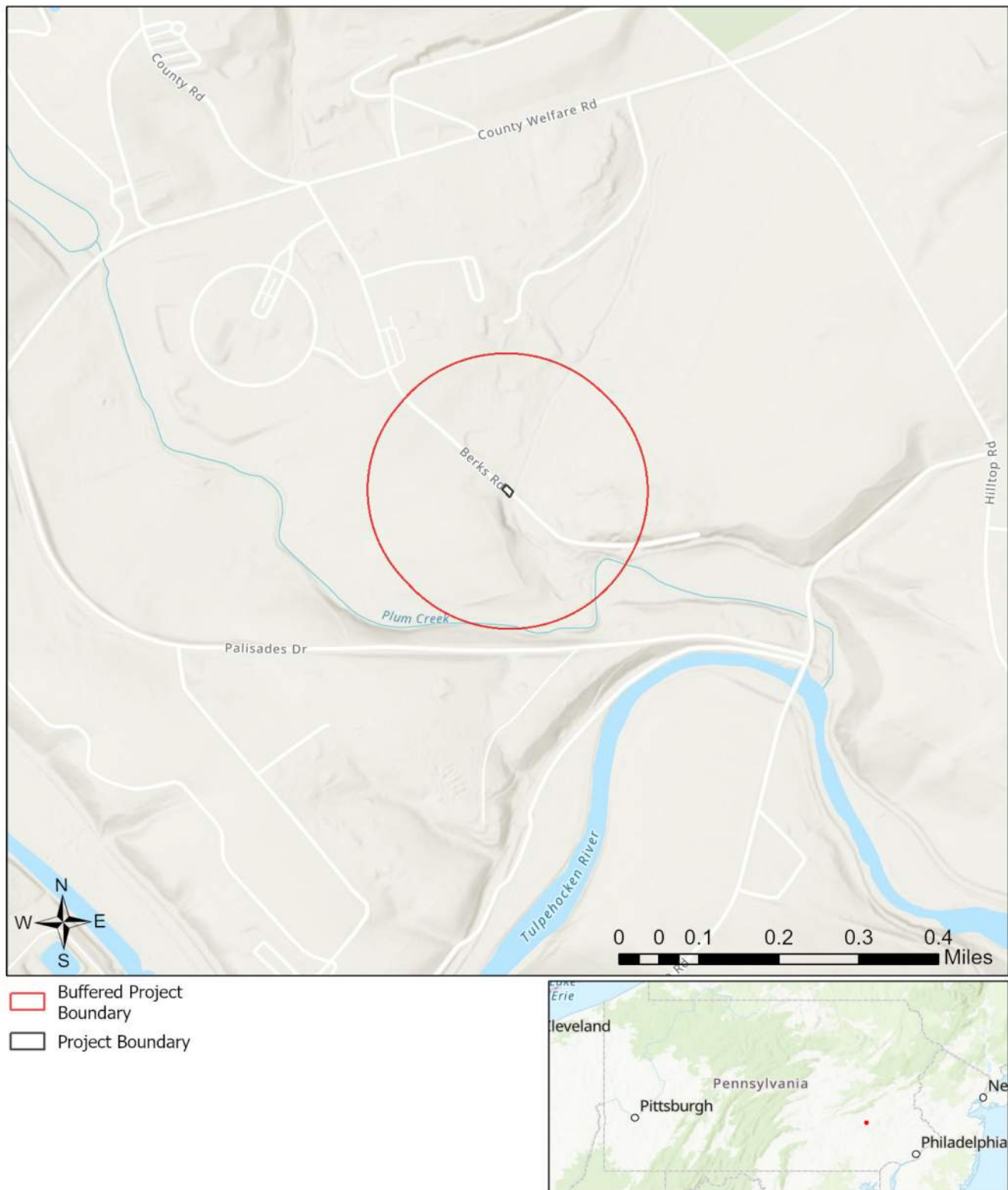


-  Buffered Project Boundary
-  Project Boundary



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Berks Road over Tributary to Plum Creek



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 NO 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.)

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:

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. 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: Camille K. Fritz
Company/Business Name: McCormick Taylor Inc.
Address: 5 Capital Dr. Suite 400
City, State, Zip: Harrisburg, PA 17110
Phone: (717) 461-7079 Fax: ()
Email: ckfritz@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.

Camille K. Fritz
applicant/project proponent signature

5/22/25
date



May 30, 2025

Berks County Planning Commission
633 Court Street, 14th Floor
Reading, PA 19601

ATTENTION: Alan Piper, Senior Transportation Planner
SUBJECT: Berks Road Bridge over Tributary to Plum Creek Replacement
Leesport, Bern Township, Berks County, Pennsylvania

REGARDING: Watercourse and Wetland Delineation

Berks County is proposing the replacement of Berks County Bridge over Tributary to Plum Creek. The project site is in Leesport, Bern Township, Berks County, Pennsylvania. Proposed activities include the replacement of a rolled steel multi-beam bridge that carries Berks Road over a Tributary to Plum Creek. Activities proposed include structure replacement with a precast concrete box culvert on the existing horizontal alignment. Ancillary work includes minor approach work and guide rail installation. The existing brick lined swales will remain and will be tied into the corners of the walls. Existing weight limit signs will be removed, and double yellow pavement markings will replace the existing single yellow centerline. A temporary roadway/crossing will be necessary due to the dead end at the end of the roadway. A temporary bypass pump system will also be used to dewater the stream during demolition of the existing structure and installation of the precast box culvert.

A field investigation was conducted on August 20, 2024, which included the project bridge and 150 feet from the limits of the structure (in all directions), in order to determine the presence/absence of wetlands in the project study area in accordance with the *USACE 1987 Wetland Delineation Manual*. The *Regional Supplement to the Corps of Engineers Delineation Manual: Eastern Mountains and Piedmont Region* was also referenced in making boundary decisions. Waters of the U.S., as it applies to the jurisdictional limits of the authority of the USACE under the Clean Water Act, have been delineated as defined by 33 CFR § 328.3. In addition, watercourses under the jurisdiction of PADEP were delineated as per the definition of a watercourse under 25 Pa. Code § 105.1. Under this definition, a watercourse is a channel or conveyance of surface water having defined bed and banks, whether natural or artificial, with perennial or intermittent flow. Streams within the project limits were characterized as perennial and flagged at the ordinary high-water mark. The field investigation identified one (1) watercourse and no wetlands.

The project location can be seen in the attached map (*Appendix A – Project Location Map*). See the accompanying photo log (*Appendix B – Project Study Area Watercourse Photographs*) and plan sheet for the location of the watercourse (*Appendix C – Site Watercourse Plans*).

The project area consists of a forested and herbaceous riparian buffer along Watercourse 1 with forest and agricultural fields in the surrounding project area, shown by photos 1 and 2 in **Appendix B**.

The project area is underlain mainly by Duffield-Ryder silt loams (DfD), 15-25% slopes (well-draining with a depth to water table more than 80 inches). Tributary to Plum Creek within the project area lies within a Zone A Floodway, which is a FEMA identified 1% Annual Chance Flood Hazard Area. The area is within FEMA Flood Map 42011C0344G and FEMA Township of Bern (421050) Flood Maps.

Watercourse and wetland delineation results

Tributary to Plum Creek, Watercourse 1 (R1) (Photos 3-5)

Tributary to Plum Creek (see Photos 3-5 in *Appendix B*) is a named perennial waterway and USGS blue line stream, which drains into nearby Plum Creek. Plums Creek eventually drains into the Tulpehocken Creek and into the Schuylkill River. According to Chapter 93 Water Quality Standards, Tributary to Plum Creek is designated as a warm water fishes (WWF) watercourse. Correspondence with Pennsylvania Fish and Boat Commission (PFBC) has determined that the watercourse will incur natural trout reproduction in-stream timing restriction of **October 1 – December 31** due to its location upstream of a naturally reproducing trout stream.

The watercourse is located in the HUC 10 watershed boundary of Tulpehocken Creek Watershed (HUC 10 Code: 0204020304) and the HUC 12 watershed boundary of Tulpehocken Creek (HUC 12: 020402030409). Within the project area, the watercourse flows south under the project bridge. The creek has a relatively slow flow. Within the vicinity of the project area, Tributary to Plum Creek ranges from 8 to 15 feet wide and is between a few inches to two feet deep. The substrate of the watercourse was made up of medium-sized rocks, cobble, silt, and sand. Upland woody and herbaceous vegetation were identified directly along the upstream and downstream banks of the watercourse. Extended concrete block areas were present on all four corners of the bridge and functioned as a human-made bank in those areas.

Watercourse 1 flows perennially and appears to be naturally occurring. Therefore, Watercourse 1 fits the current USACE classification of Relatively Permanent Water (RPW) and is regulated under the Clean Water Act (CWA). Watercourse 1 is also regulated by the PADEP as Waters of the Commonwealth per PA Code Title 25, Chapter 105, through which it meets the definition of a watercourse.

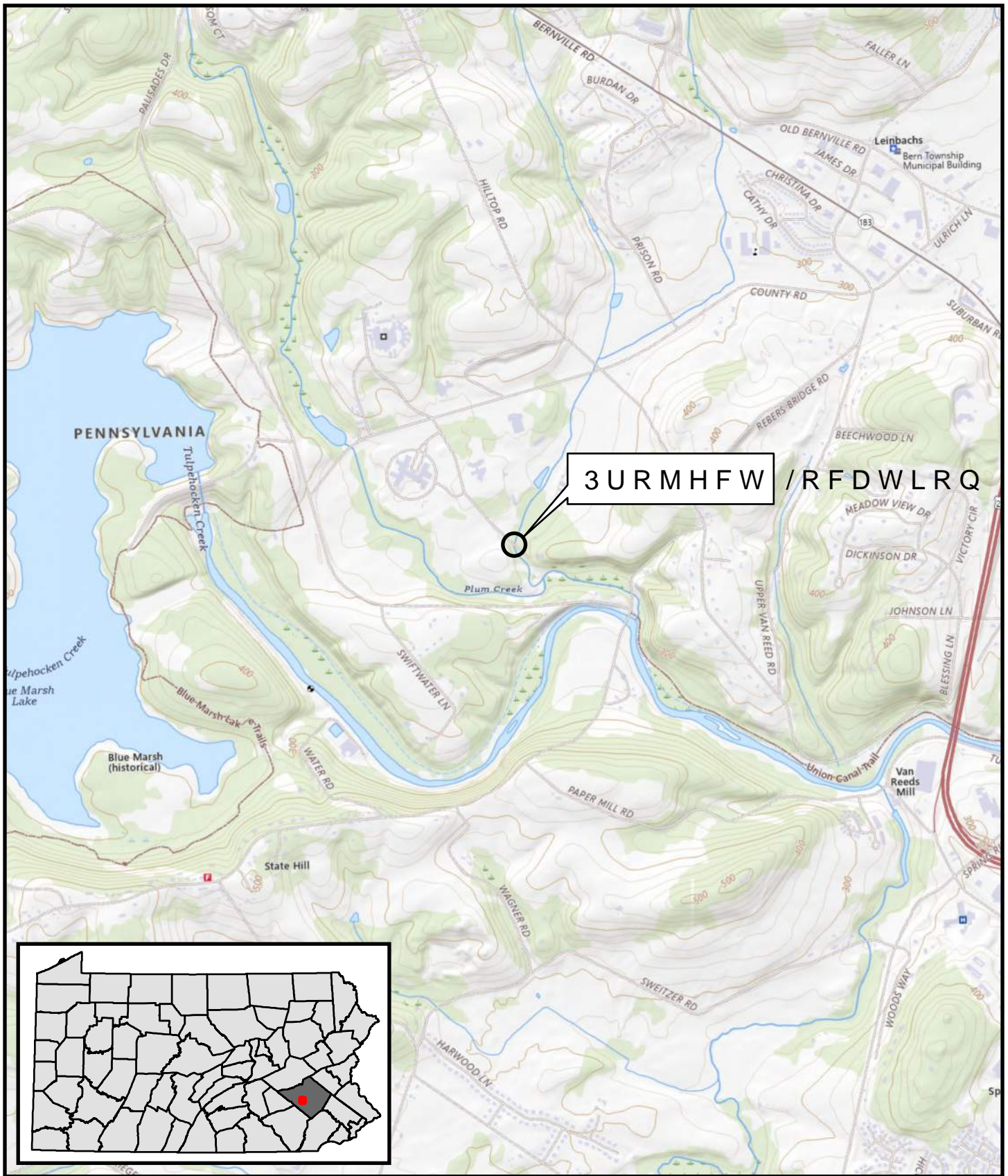
No wetlands were identified within 150 feet of the project area, therefore no wetland data forms were completed.

If you have any questions or requests for additional information, please feel free to contact me at (610) 640-3500 or ripetrillo@mccormicktaylor.com.

Sincerely,



Robert J. Petrillo, MNR, PWS
Project Manager, Certified Ecologist Environmental Services



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 RYHU 7ULEXWDUI\ WR 3OXP &UHHN

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 %HUNV &RXQW\ 3HQQV\OYDQLD
 6RXUFH %HUQYLOOH 3\$ 86*6 7RSRJUDSKLF 0DS 6HUylFH)HHW



Photo 1- Facing east showing the top of the bridge. A gate was present along the top of the structure.



Photo 2- Facing west showing the top of the bridge. Fencing was present along the sides of the roadway adjacent to the structure.



Photo 3- Facing north showing upstream Watercourse 1 and the south side of the structure.



Photo 4- Facing south showing downstream Watercourse 1 and the north side of the structure.



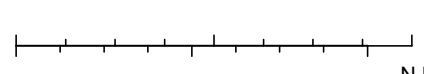
Photo 5- Facing north showing the stream bed and channel of Watercourse 1 in the upstream portion of the watercourse.



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 - 675(\$0 32/< +LJK 5HVROXWLRQ FP ,PDJHU
 - :RUOG ,PDJHU+LJK 5HVROXWLRQ FP ,PDJHU
- Stream Flow Direction
- Photo Location and Direction
- Project Study Area



PL

NP

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2SHQ6WUHHW0DS FRQWULEXWRUV DQG WKH *,6 8VHU



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

	TOTAL acres of waters impacted	
--	--------------------------------	--



Land Use Letter

May 23, 2025

McCormick Taylor, Inc.
Attn: Camille Fritz
5 Capital Drive, Suite 400
Harrisburg, PA 17110

REFERENCE: Berks Road over Tributary to Plum Creek Bridge Project
SUBJECT: Municipal Notification (Act 14, 67 & 68 Coordination)
PERMITEE: Berks County

Bern Township states that it:

☒ has adopted a Township or multi-Township comprehensive plan.
If yes, please provide date of adoption: **FEB. 4, 2014**

☐ has not adopted a Township or multi-Township comprehensive plan.

If applicable:

The above referenced project:

☒ is consistent with the adopted Township or multi-Township comprehensive plan.
☐ is not consistent with the adopted Township or multi-Township comprehensive plan.

Additional Comments (attach additional sheets if necessary):

Submitted By:

Name:	BRIDN L. POTTS
Title:	MANAGER
Agency:	BERKS TOWNSHIP
Address:	1069 OLD PEARLVILLE ROAD
Telephone:	610-926-2267
Signature & Date:	[Signature] 23 May, 2025



May 23, 2025

Bern Township

1069 Old Bernville Road,
Reading, PA 19605

EMAIL, READ RECEIPT REQUESTED - bpotts@berntownship.org

REFERENCE: *Berks Road over Tributary to Plum Creek Bridge Project*
SUBJECT: *Municipal Notification (Act 14, 67 & 68 Coordination)*

Dear Mr. Potts:

The purpose of this municipal notice is to inform you that the Pennsylvania Department of Environmental Protection (PaDEP) has received, or will be receiving permit applications for the following project:

Project Name: *Berks Road over Tributary to Plum Creek Bridge Project*
Applicant Contact: *Berks County*
Project Location: *Berks Road over Tributary to Plum Creek, Refer to Location Map for details*

Project Description:

The scope of work consists of structure replacement with a precast concrete box culvert on existing horizontal alignment. Ancillary work includes minor approach work and guide rail installation. The existing brick lined swales will remain and will be tied into the corners of the walls. Existing weight limit signs will be removed and double yellow pavement markings will replace the existing single yellow centerline. A temporary roadway/crossing will be necessary due to the dead end at the end of the roadway. A temporary bypass pump system will also be used to dewater the stream during demolition of the existing structure and installation of the precast box culvert.

The following permits are being sought:

1. PADEP Chapter 105 / USACE Section 404 – GP-11 Application/ SPGP-6

Acts 14, 67, 68 and 127, which amended the Municipalities Planning Code, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities and infrastructure and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in Sections



619.2 and 1105 of the Municipalities Planning Code. The Pennsylvania Department of Environmental Protection's Policy for Consideration of Local Comprehensive Plans and Zoning Ordinances in DEP Review of Permits for Facilities and Infrastructure (DEP's Land Use Policy) provides direction and guidance to DEP staff, permit applicants, and local and county governments for the implementation of Acts 67, 68 and 127 of 2000. This policy can be found at www.depweb.state.pa.us; keyword: Land Use.

In accordance with DEP's Land Use Policy, enclosed please find a Land Use Letter that is to be submitted with our permit application to DEP. Please complete the attached form and return via email or mail within 30 days to:

ckfritz@mccormicktaylor.com

McCormick Taylor, Inc.

Attn: Camille K. Fritz

5 Capital Drive, Suite 400

Harrisburg, PA 17110

Please do not send this form to DEP, as we must include the Land Use Letter with our permit application. If we do not receive a response from you **within 30 days**, we shall proceed to submit our permit application to DEP without the Land Use Letter. If the Land Use Letter is not submitted with our permit application, and we provide proof to DEP that we attempted to obtain it, DEP will assume there are no substantive land use conflicts and proceed with the normal application review process.

Please, do not hesitate to contact me at 717-461-7079 with any questions you may have.

Sincerely,

McCormick Taylor, Inc.

A handwritten signature in black ink that reads "Camille K. Fritz". The signature is written in a cursive, flowing style.

Camille K. Fritz, PWS

Senior Environmental Scientist

Attachments: Project Location Map, and Land Use Letter Questionnaire

cc. Tiffany McClure, P.E. – McCormick Taylor Project Manager
 Alan Piper – Berks County
 File

PENNSYLVANIA STATE PROGRAMMATIC GENERAL PERMIT – 6
(PASPGP-6)
July 1, 2021

Please note: the full text of the PASPGP-6 may be viewed on the Baltimore District web site at <http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx> or by calling the Corps at 814-235-0570

Permittee:

Date of PASPGP-6 Verification:

State Authorization(s):

Corps District:

☐

Baltimore District

U.S. Army Corps of Engineers State College Field Office
1631 South Atherton Street
Suite 101
State College, Pennsylvania 16801-6260
Email: NAB-Regulatory@usace.army.mil

☐

Philadelphia District

U.S. Army Corps of Engineers
Wanamaker Building
100 Penn Square East Regulatory Branch
Philadelphia, Pennsylvania 19107-3390
Email: PhiladelphiaDistrictRegulatory@usace.army.mil

☐

Pittsburgh District

U.S. Army Corps of Engineers, Regulatory Branch
William S. Moorhead Federal Building, 20th floor
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222-4186
Email: Regulatory.Permits@usace.army.mil

It has been determined that your proposed project, which includes the discharge of dredged and/or fill material and/or the placement of structures into waters of the United States, including wetlands, qualifies for federal authorization under the provisions of Section 404 of the Clean Water Act and /or Section 10 of the River and Harbor Act of 1899, under the terms and conditions of the PASPGP-6.

All activities authorized under PASPGP-6 must comply with all conditions of the authorization, including General, Procedural, and Special Conditions. Failure to comply with all the conditions of the authorization, including project special conditions, will constitute a permit violation and may be subject to criminal, civil, or administrative penalties, and /or restoration.

The authorized activity must be performed in compliance with the following General Conditions to be authorized under PASPGP-6:

General Conditions:

1. Permit Conditions: The permittee shall conduct all work and activities in waters of the United States, including jurisdictional wetlands, in strict compliance with the approved authorization/verification including all final maps, plans, profiles, and design specifications.
2. 401 State Water Quality Certification (SWQC) Conditions: The permittee shall comply with the following conditions unless a project specific SWQC is required as identified below:
 - a. Prior to beginning any activity authorized by the Corps under PASPGP-6, the applicant shall obtain from the Department all necessary environmental permits, authorizations or approvals, and submit to the Department environmental assessments and other information necessary to obtain the permits and approvals, as required under state law, including The Clean Streams Law (35 P.S. §§ 691.1—691.1001), the Dam Safety and Encroachments Act (32 P.S. §§ 693.1—693.27), the Surface Mining Conservation and Reclamation Act (52 P.S. §§ 1396.1—1396.19b), the Noncoal Surface Mining Conservation and Reclamation Act (52 P.S. §§ 3301—3326), the Bituminous Mine Subsidence and Land Conservation Act (52 P.S. §§ 1406.1—1406.21), the Coal Refuse Disposal Control Act (52 P.S. §§ 30.51—30.66), the Solid Waste Management Act (35 P.S. §§ 6018.101—6018.1003), the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101—6020.1305), the Land Recycling and Environmental Remediation Standards Act (35 P.S. §§ 6026.101—6026.908), 58 Pa.C.S. §§ 3201—3274 (related to development), the Air Pollution Control Act (35 P.S. §§ 4001—4015), the Storage Tank and Spill Prevention Act (35 P.S. §§ 6021.101—6021.2104) and the regulations promulgated thereunder, including 25 Pa. Code Chapters 16, 71, 77, 78, 78a, 86—91, 92a, 93, 95, 96, 102, 105, 106, 127, 245 and 260a—299.
 - b. Fill material may not contain any wastes as defined in the Solid Waste Management Act.
 - c. Applicants and projects eligible for the PASPGP-6 must obtain all state permits or approvals, or both, necessary to ensure that the project meets the state's applicable water quality standards, including a project-specific SWQC.

Note: As part of PADEP's issuance of 401 SWQC for PASPGP-6 on February 12, 2021, the following was included to clarify the meaning of this condition:

This 401 SWQC is only available for projects that do not require any federal authorization other than authorization from the Corps under Section 404 of the Act or Section 10 of the Rivers and Harbors Act of 1899. Applicants seeking authorization for activities not eligible for coverage under PASPGP-6, or for activities that require another federal authorization (such as an interstate natural gas pipeline, a gas storage field or a nuclear or hydroelectric project requiring authorization by another federal agency), must submit a request to the Department for a project-specific SWQC. The scope of the issuance of this SWQC is related only to the scope and applicability of the proposed PASPGP-6. Any activity or project requiring the Department to

issue 401 SWQC that is beyond the scope of the proposed PASPGP-6 or other programmatically issued SWQC (e.g. Nationwide Permits) will require the applicant to obtain a project-specific SWQC from the Department. This would include any activity or project requiring a SWQC associated with an authorization, permit or license issued by a federal agency, such as Federal Energy Regulatory Commission or Nuclear Regulatory Commission. Such activities or projects include, but are not limited to, an interstate natural gas pipeline, a gas storage field or a nuclear or hydroelectric project.

3. Terms and Conditions Related to Coastal Zone Management Act (CZMA) Certification: For those projects located within Pennsylvania's Coastal Zones, Non-Reporting Activities have General CZMA consistency determination and Reporting Activities must obtain individual CZMA consistency determination (see General Condition 30(b)).
4. Aquatic Life Movements: No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless crossing cannot be used, then culverts should be designed, constructed, and appropriately depressed, if possible, below the stream invert to minimize adverse effects to aquatic life movements.
5. Threatened and Endangered Species: By signing the Pennsylvania Natural Diversity Inventory (PNDI) receipt, the permittee has agreed to comply with all avoidance measures identified by the PNDI receipt. The applicant may also agree in writing to comply with all avoidance measures identified in U.S. Fish and Wildlife Service (USFWS) correspondence, including IPaC, as part of the application. To ensure compliance with the Endangered Species Act (ESA), those avoidance measures associated with federally listed, threatened, or endangered species are a condition of the PASPGP-6 verification, unless modified by the Corps.

If an activity is verified under the PASPGP-6, and a federally listed, threatened, or endangered species, or proposed species, is subsequently found to be present, all work must cease, and the Corps and USFWS (or National Marine Fisheries Service (NMFS)) must be notified by telephone immediately (contact information below). The PASPGP-6 verification is automatically suspended without additional notification to the permittee and will not be re-issued until consultation pursuant to Section 7 of the ESA is concluded and adverse effects to federally listed, threatened, endangered, and proposed species are avoided, or incidental take authorization issued.

Furthermore, persons have an independent responsibility under Section 9 of the ESA to avoid any activity that could result in the "take" of a federally listed species.

USFWS:
Pennsylvania Field Office
110 Radnor Rd; Suite 101
State College, PA 16801
office phone: 814 234-4090
fax: 814-234-0748 or 814 206-7452

NMFS:
Ms. Jennifer Anderson
Assistant Regional Administrator
Protected Resources Division NOAA Fisheries
55 Greater Republic Drive
Gloucester, Massachusetts 01930

6. Spawning Areas: The permittee shall comply with all time-of-year-restrictions (see below) associated with spawning areas as set forth by the Pennsylvania Fish and Boat Commission (PFBC) or other designated agency. Discharges or structures in spawning or nursery areas shall not occur during spawning seasons unless written approval is obtained from the PFBC or another designated agency. In addition, work in areas used for other time sensitive life span activities of fish and wildlife (such as hibernation or migration) may necessitate the use of seasonal restrictions for avoidance of adverse impacts to vulnerable species. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.

Wild Trout	October 1 - December 31
Class A Wild Trout	October 1 - April 1

List of Trout Streams found at:

<https://www.fishandboat.com/Fish/PennsylvaniaFishes/Trout/Pages/TroutWaterClassifications.aspx>.

7. Shellfish Production: No discharge of dredged and/or fill material and/or the placement of structures may occur in areas of concentrated shellfish production, unless the discharge is directly related to an authorized shellfish harvesting activity.
8. Adverse Effects From Impoundment: If the regulated activity creates an impoundment of water, the adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow, including impacts to wetlands, shall be minimized to the maximum extent practicable.
9. Management of High Flows: To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity,

and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Erosion and Sediment Controls: Appropriate soil erosion and sediment controls, in accordance with state regulations, must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States, including jurisdictional wetlands, during periods of low-flow or no-flow, or during low tides.
11. Suitable Material: No activities, including discharges of dredged and/or fill material or the placement of structures, may consist of unsuitable material (i.e., asphalt, trash, debris, car bodies, etc.). No material discharged shall contain toxic pollutants in amounts that would violate the effluent limitation standards of § 307 of the Clean Water Act (CWA).
12. Temporary Fill and Structures: Temporary fill (i.e., access roads and cofferdams) and structures in waters and/or wetlands authorized by PASPGP-6 shall be properly constructed and stabilized during use to prevent erosion and accretion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade, unless such requirement is specifically waived by the Corps. Whenever possible, rubber or wooden mats should be used for equipment access through wetlands to the project area. Temporary fills and structures shall be removed, in their entirety, to an upland site, and suitably contained to prevent erosion and transport to a waterway or wetland. Temporarily impacted areas shall be restored to their preconstruction contours, elevations, and hydrology, and revegetated with a wetland seed mix that contains non-invasive, native species, to the maximum extent practicable. Unless approved by the Corps, the restoration work must be completed within 30 days of the date the temporary fill/structure is no longer needed.
13. Equipment Working in Wetlands: Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
14. Installation and Maintenance: Any regulated structure or fill authorized by PASPGP-6 shall be properly installed and maintained to ensure public safety.
15. PASPGP-6 Authorization:
 - a. PASPGP-6 expires June 30, 2026, unless suspended or revoked.
 - b. Verifications of PASPGP-6 expire June 30, 2026, unless the PASPGP-6 permit is suspended, revoked, or the PADEP authorization expires, whichever date occurs sooner. Activities authorized under PASPGP-6 that have commenced construction or are under contract to commence construction will remain authorized provided the activity is completed within 12 month of the date of the PASPGP-6 expiration, modification, or revocation; or until the expiration date of the project specific verification, whichever is sooner.

16. One-Time Use: A PASPGP-6 verification is valid to construct the project, or perform the activity, one time only, except for PASPGP-6 verifications specifically issued for reoccurring maintenance activities.
17. Water Supply Intakes: No regulated activity may occur in the proximity of a public water supply intake and adversely impact the public water supply. In order to minimize the effects of intakes on anadromous fish eggs and larvae, and oyster larvae, intake structures should be equipped with screening (with mesh size no larger than 2 mm) of wedge wire or another material of equal or better performance. Where feasible, intakes should be located away from spawning or nursery grounds, or to minimize the impingement on, or entrainment of, eggs or larvae. In addition, intake velocities should not exceed 0.5 ft/sec.
18. Historic Properties: For all activities verified under a PASPGP-6, upon the unanticipated discovery of any previously unknown historic properties (historic or archeological), all work must cease immediately, and the permittee must notify the State Historic Preservation Officer (SHPO) and the Corps. The Corps will contact the tribes with whom they routinely consult, within 24 hours in accordance with each District's tribal consultation process. PASPGP-6 may be re-verified, and special conditions added if necessary, after an effect's determination on historic properties and/or tribal resources is made, in consultation with the SHPO, the tribes and other interested parties. The PASPGP-6 verification may be modified and/or rescinded for the specific activity if an adverse effect on the historic property cannot be avoided, minimized, or mitigated.
19. Tribal Rights: No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
20. Corps Civil Works Projects: The PASPGP-6 does not authorize any work which will interfere with an existing or proposed Corps Civil Works project, or any Corps-owned or managed property or easement (i.e., flood control projects, dams, reservoirs, and navigation projects), unless specifically approved by the Corps in writing. Pursuant to 33 U.S.C 408, a review by, or permission from the Corps is required for activities that will alter or temporarily or permanently occupy or use a Corps federally authorized Civil Works project. Any activity that requires Section 408 permission and/or review is not authorized by PASPGP-6 until the appropriate Corps office issues the Section 408 permission or completes its review to alter, occupy, or use the Corps Civil Works project, and Corps issues a written PASPGP-6 verification.
21. Navigation: No activity verified under PASPGP-6 may cause more than minimal adverse effect on navigation. No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. In addition, activities that require temporary causeways that prohibit continued navigational use of a waterway (i.e., temporary causeways extending greater than $\frac{3}{4}$ the width across the waterway) shall be removed in their entirety upon completion of their use. Any safety lights and signals prescribed by the U.S. Coast Guard (USCG), through regulation or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if further operations by the United States require the removal, relocation, or other alteration, of the

structure or work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

22. Inspections: The permittee shall allow a District Engineer or an authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with all the terms and conditions of PASPGP-6. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work.
23. Modifications of Prior Verifications: Any proposed modification of a previously verified Single and Complete project that results in a change in the verified impact to, or use of waters of the United States, including jurisdictional wetlands, must be approved by PADEP, or the Corps if applicable. Corps written approval is required if the prior verification was reviewed by the Corps, or if the proposed modification is a Reporting Activity under PASPGP-6. Project modifications that cause a Single and Complete Project to exceed 0.5 acre of loss of waters of the United States, including jurisdictional wetlands (except those identified in Part II A.2. a. and b.), or greater than 1,000 linear feet of permanent jurisdictional stream loss (except those identified in Part II A.2. a and b.), are not eligible for PASPGP-6 and will be forwarded to the Corps for review under an alternative permit review procedure.
24. Recorded Conservation Instruments: As per Part III.D.27 and Part III.E.8 of this permit, proposed Draft Conservation Instruments may be submitted by the applicant as part of the permit application package for review and approval. When such proposed Conservation Instruments are submitted by the applicant, proof of the recorded deed restriction, conservation easement, or deed restricted open space area shall be forwarded to the appropriate Corps District and appropriate PADEP offices, prior to the initiation of any permitted work, unless specifically waived by the Corps in writing. Conservation Instrument templates can be found at:
<http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx>
25. Property Rights: PASPGP-6 does not obviate the need to obtain other federal, state, or local authorizations required by law, nor does the permit grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.
26. Navigable Waters of the United States (Section 10 Waters):

In addition to the other general conditions, the following conditions are applicable for activities in the eligible navigable waters of the United States identified in Appendix B:

- a. For aerial transmission lines, the following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by the

existing fixed bridges, or the clearances which would be required by the USCG for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electric Safety Code:

Nominal System Voltage (kV)	Minimum Additional Clearance (ft.) Above Clearance Required for Bridges
115 and below	20
138	22
161	24
230	26
350	30
500	35
700	42
750-765	45

- i. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.
 - ii. Corps regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both regulation and ER 1110-2-4401 apply, the greater minimum clearance is required.
- b. Encasement: The top of any cable, encasement, or pipeline shall be located a minimum of three feet below the existing bottom elevation of the streambed and shall be backfilled with suitable heavy material to the preconstruction bottom elevation. Where the cable, encasement, or pipeline is placed in rock, a minimum depth of one foot from the lowest point in the natural contour of the streambed shall be maintained. When crossing a maintained navigation channel, the requirements are a minimum of eight feet between the top of the cable, encasement, or pipeline and the authorized depth of the navigation channel. For maintained navigational channels, where the utility line is placed in rock, a minimum depth of two feet from the authorized depth of the navigation channel shall be maintained.
- c. As-Built Drawings: Within 60 days of completing an activity that involves an aerial transmission line, submerged cable, or submerged pipeline across a navigable water of the United States (i.e., Section 10 waters), the permittee shall furnish the Corps and National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7317, 1315 East-West Highway, Silver Spring, Maryland, 20910 with professional, certified as-built drawings, to scale, with control (i.e., latitude/longitude, state plane coordinates), depicting the alignment and minimum clearance of the aerial wires above the mean high water line at the time of survey or depicting the elevations and alignment of the buried cable or pipeline across the navigable waterway.

d. Aids to Navigation: The permittee must prepare and provide for USCG approval, a Private Aids to Navigation Application (CG-2554). The application can be found at: https://media.defense.gov/2017/Nov/20/2001846135/-1/-1/0/CG_2554.pdf. The completed application must be sent to the appropriate USCG office as indicated below:

- i. Baltimore/Philadelphia Districts: Commander Fifth Coast Guard District, 431 Crawford Street, Room 100, Portsmouth, VA 23704-5504, Attn: Mr. Matthew Creelman; by email to Matthew.K.Creelman2@uscg.mil; or by FAX to (757) 398-6303.
- ii. Pittsburgh District: Eighth Coast Guard District, Sector Ohio Valley, USCGC Osage, 300 McKown Ln, Sewickley, PA 15143; phone (412) 741-1180

Within 30 days of the date of receipt of the USCG approval, the permittee must provide a copy to the appropriate Corps district office.

27. PADEP Waiver: If the Corps determines a specific activity, which is eligible for a PADEP Non-reporting Waiver, has a significant adverse impact on life, property or important aquatic resources, the Corps may require the owner to modify the activity to eliminate the adverse condition or to obtain a Corps Individual Permit. In accordance with 33 CFR 325.7(a), "The District Engineer may reevaluate the circumstances and conditions of any permit, including regional permits, either on his own motion, at the request of the permittee, or a third party, or as the result of periodic progress inspections, and initiate action to modify, suspend, or revoke a permit as may be made necessary by considerations of the public interest. In the case of regional permits, this reevaluation may cover individual activities, categories of activities, or geographic areas."
28. Corps Water Releases: For projects located downstream of a Corps dam, the permittee should contact the appropriate Corps, Area Engineer Office, to obtain information on potential water releases and to provide contact information for notification of unscheduled water releases. It is recommended that no in-water work be performed during periods of high-water flow velocities. Any work performed at the project site is at the permittee's own risk.
29. State Authorization: The activity must receive state authorization. For the purpose of this requirement, any one of the following is considered as a state authorization:
 - a. A PADEP Chapter 105 Water Obstruction and Encroachment Permit, including PADEP approved Environmental Assessment pursuant to 25 Pa. Code § 105.15; or
 - b. A PADEP GP issued pursuant to 25 Pa. Code § §105.441-105.449; or
 - c. A PADEP approved Environmental Assessment for activities not otherwise requiring a PADEP permit pursuant to 25 Pa. Code § 105.12; or
 - d. A PADEP Dam Permit, including maintenance or repairs of existing authorized dams, including maintenance dredging; or

- e. A PADEP Emergency Permit issued pursuant to 25 Pa. Code § 105.64; or
 - f. A PADEP permit for the construction of a bridge or culvert which allows for maintenance activities of bridges and culverts; or
 - g. A PADEP Chapter 105 Dam Safety and Encroachment Enforcement Action.
30. Other Authorizations: Additional federal, state, and/or local authorizations or approvals may be required and where applicable must be secured by the applicant, prior to initiating any discharge of dredged and/or fill material, and/or the placement of structures into waters of the United States, including jurisdictional wetlands. These approvals include, but are not limited to:
- a. A project specific 401 SWQC issued by PADEP or considered waived, consistent with Section 401 of the CWA.
- PADEP has issued 401 SWQC for activities authorized by PASPGP-6 with conditions. See General Condition 2 for conditions and for identification when a project specific 401 SWQC or a waiver thereof is required. If the permittee cannot comply with all of the conditions of the 401 SWQC previously issued for PASPGP-6, then the permittee must obtain a project specific 401 SWQC or waiver for the proposed discharge in order for the activity to be authorized by PASPGP-6. The Corps or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality; and
- b. Reporting Activities located within the designated CZM Areas. Require a CZMA consistency determination issued by PADEP or a presumption of concurrence pursuant to Section 307 of the Federal Coastal Zone Management Act.
- The District Engineer or PADEP may require additional measures to ensure that the authorized activity is consistent with state CAM requirements; and
- c. Fills within the 100-year floodplains. This activity must comply with applicable Federal Emergency Management Agency approved state or local floodplain management requirements.
31. Federal Liability: In issuing this permit and any subsequent activity verification, the federal government does not assume any liability, including but not limited to the following:
- a. Damages to permitted project or users, thereof, as a result of other permitted or unpermitted activities or from natural causes;
 - b. Damages to the permitted project or uses, thereof, as a result of current or future activities undertaken by or on behalf of the United States in the public interest;
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

- d. Design or construction deficiencies associated with the permitted work; and
- e. Damage claims associated with any future modification, suspension, or revocation of the PASPGP-6.

32. False and Incomplete Information: The Corps may modify or rescind a previously issued project specific verification, if it determines that the original verification was issued based on false, incomplete and/or inaccurate information; or other information becomes available whereby such action is necessary to ensure compliance with other federal laws and regulations.

33. Anadromous Fish Waters: To protect anadromous fish during their migration and spawning, no work can take place in the following anadromous fish waterways listed in the table below from March 15 to June 30 unless approved in writing by the Corps. Questions on the applicability of this condition should be directed to the Corps, Philadelphia District.

<u>Waterway</u>	<u>Downstream extent</u>	<u>Upstream extent</u>	<u>Upstream Latitude (N)</u>	<u>Upstream Longitude (E)</u>
<u>Delaware River in Pennsylvania (including W. Branch)</u>	<u>Rte. 220 Bridge</u>	<u>PA/NY Border</u>	<u>41.999448</u>	<u>-75.359573</u>
<u>Lehigh River and adjacent canals</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the Cementon Dam</u>	<u>40.690275</u>	<u>-75.503800</u>
<u>Little Lehigh Creek</u>	<u>confluence with Lehigh River</u>	<u>500 feet upstream of the lowermost dam</u>	<u>40.596318</u>	<u>-75.475570</u>
<u>Hokendauqua Creek</u>	<u>confluence with Lehigh River</u>	<u>State Route 4014 (West Scenic Drive)</u>	<u>40.793273</u>	<u>-75.439262</u>
<u>Bushkill Creek</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the lowermost dam</u>	<u>40.694859</u>	<u>-75.212406</u>
<u>Waterway</u>	<u>Downstream extent</u>	<u>Upstream extent</u>	<u>Upstream Latitude (N)</u>	<u>Upstream Longitude (E)</u>
<u>Brodhead Creek</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the Stroudsburg Water Co. Dam</u>	<u>41.018667</u>	<u>-75.201063</u>
<u>Bush Kill</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of Resica Falls</u>	<u>41.111235</u>	<u>-75.095824</u>
<u>Lackawaxen River</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the Woolen Mill Dam</u>	<u>40.984304</u>	<u>-75.191569</u>
<u>Dyberry Creek</u>	<u>confluence with Lackawaxen River</u>	<u>Jadwin Dam</u>	<u>41.612088</u>	<u>-75.263391</u>
<u>Darby Creek</u>	<u>Confluence with Delaware River</u>	<u>500 feet upstream of the confluence of Cobbs Creek and Darby Creek</u>	<u>39.907278</u>	<u>-75.255432</u>

Schuylkill River	Fairmount Dam	500 feet upstream of the Bingaman St. Bridge in Reading, Pennsylvania	40.326411	-75.934417
Neshaminy Creek	Confluence with Delaware River	500 feet upstream of the lowermost dam	40.143369	-74.915828

34. Compliance Certification: Each permittee who receives a written PASPGP-6 verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. This certification should indicate if the success of any required permittee-responsible mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits. The signature of the permittee is also required to certify the completion of the activity and mitigation. The completed certification document must be submitted to the District Engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.
35. Migratory Birds and Bald and Golden Eagles: The permittee is responsible for ensuring that an action authorized by PASPGP-6 complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the USFWS to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity. The permittee should contact the appropriate local office of the USFWS to determine if such authorizations are required for a particular activity. Information on the conservation of migratory birds and Bald and Golden Eagles can be found at the following USFWS web site:
<http://www.fws.gov/northeast/pafo/>
36. Migratory Bird Breeding Areas: Activities in waters of the United States, including jurisdictional wetlands, that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable. Recommendations pertaining to the conservation of migratory birds can be found at the following USFWS web site:
<http://www.fws.gov/northeast/pafo/>

By Authority of the Secretary of the Army:


LITZ.JOHN.THOMAS.1106467079 Digitally signed by LITZ.JOHN.THOMAS.1106467079
Date: 2021.06.24 16:54:15 -04'00'

John T. Litz
Colonel, U.S. Army
Commander and District Engineer
Baltimore District

PARK.DAVID.CHON
GWO0.1044560808

Digitally signed by
PARK.DAVID.CHONGWO0.1044560808
Date: 2021.06.14 10:26:03 -04'00'

David C. Park
Lieutenant Colonel, Corps of Engineers
District Commander
Philadelphia District



Andrew J. Short
Colonel, Corps of Engineers
District Engineer
Pittsburgh District

APPENDIX B - CONSTRUCTION PLANS

ALSO INCLUDED:	
TRAFFIC CONTROL PLAN	6 SHEETS
SIGNING AND PAVEMENT MARKING PLAN	1 SHEET
EROSION AND SEDIMENT POLLUTION CONTROL PLANS	9 SHEETS
STRUCTURE PLANS	13 SHEETS
CROSS SECTIONS	4 SHEETS
EXISTING STRUCTURE PLANS	NONE

BERKS COUNTY

DRAWINGS

FOR

CONSTRUCTION

OF

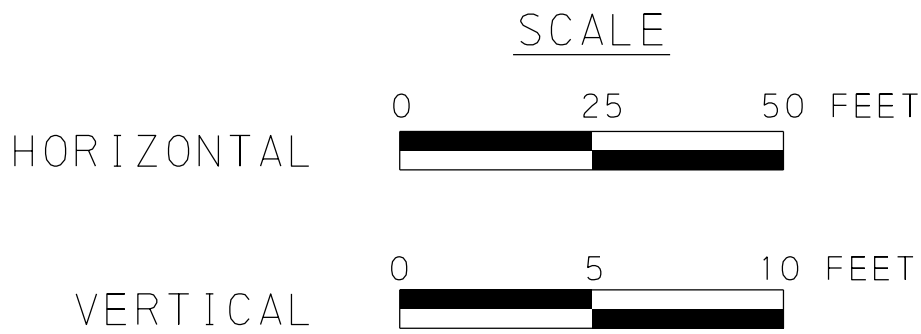
BERKS ROAD BRIDGE REPLACEMENT

BERKS ROAD OVER TRIBUTARY TO PLUM CREEK

BERN TOWNSHIP

BERKS COUNTY, PENNSYLVANIA

FROM STA. 99+50.00 TO STA. 103+50.00 LENGTH 300.00 FT. 0.057 MI.

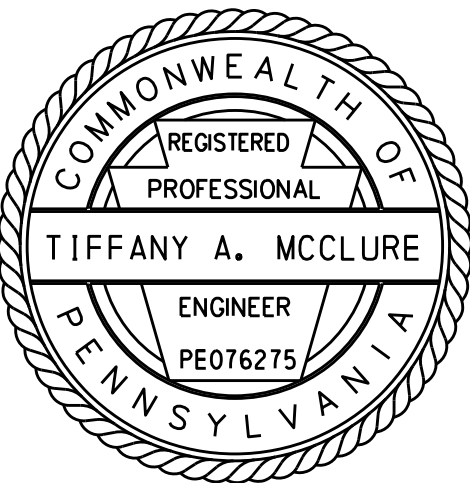



DESIGN DESIGNATION

HIGHWAY CLASSIFICATION	- RURAL , LOCAL ROAD
DESIGN SPEED	- 25 MPH
PAVEMENT WIDTH	- 20' - 9 ½"
SHOULDER WIDTH	- N/A

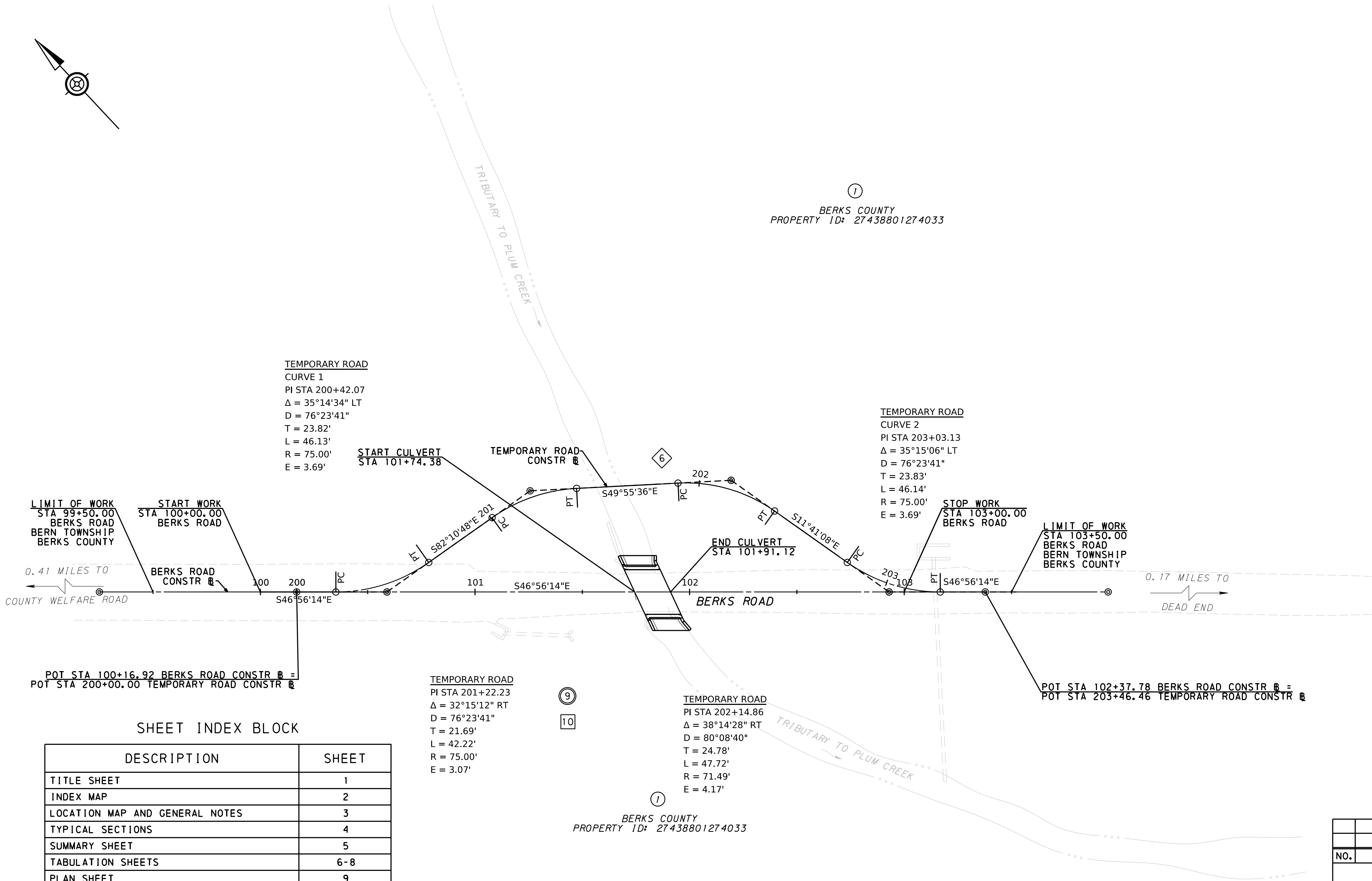
TRAFFIC DATA

CURRENT A.D.T.	- 6 (2026)
DESIGN YEAR A.D.T.	- 6 (2048)
D.H.V.	- 0
D	- 50.0 %
T	- 0.00 %



NO.	DATE	REVISION
		Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500
BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
TITLE SHEET		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/12/2025 SHEET: 1 OF 10

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12/11/2025



SHEET INDEX BLOCK

DESCRIPTION	SHEET
TITLE SHEET	1
INDEX MAP	2
LOCATION MAP AND GENERAL NOTES	3
TYPICAL SECTIONS	4
SUMMARY SHEET	5
TABULATION SHEETS	6-8
PLAN SHEET	9
PROFILE SHEETS	10

LEGEND

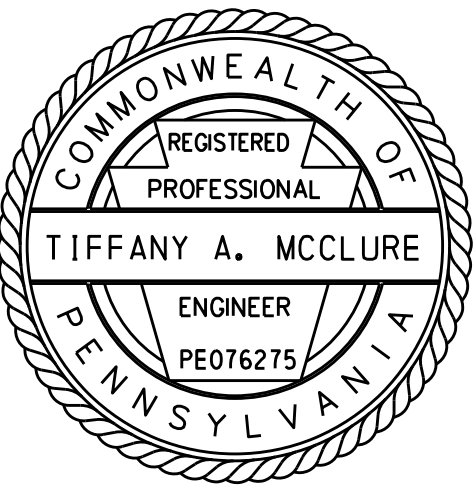
- △ PARCEL IDENTIFICATION NUMBER - NO TAKE
○ PARCEL IDENTIFICATION NUMBER - IMPACTED
● PLAN
□ PROFILE
◇ THE TEMPORARY ROAD PROFILE IS SHOWN ON SHEET 6 OF THE MAINTENANCE AND PROTECTION OF TRAFFIC PLAN


STATION EQUALITIES

POT STA 100+16.92 BERKS ROAD = POT STA 200+00.00 TEMPORARY ROAD
POT STA 102+37.78 BERKS ROAD = POT STA 203+46.46 TEMPORARY ROAD

RECORD OF EXISTING ROAD TYPES

LIMIT OF WORK ADJ TO STA 99+50.00 UNKNOWN WEARING, UNKNOWN BASE, & UNKNOWN SUBBASE
STA 99+50.00 TO STA 103+50.00 UNKNOWN WEARING, UNKNOWN BASE, & UNKNOWN SUBBASE
LIMIT OF WORK ADJ TO STA 103+50.00 UNKNOWN WEARING, UNKNOWN BASE, & UNKNOWN SUBBASE



NO.			DATE			REVISION		
 McCORMICK TAYLOR Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500								
BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA								
INDEX MAP								
JOB NO.: 11169.001 SCALE: 1" = 25'			DRWN: CJH CHKD: TAM			DATE: 12/11/2025 SHEET: 2 OF 10		

LIST OF PUBLIC UTILITIES

SYMBOL	OWNER	ADDRESS	REPRESENTATIVE	TELEPHONE
-W-	BERN TOWNSHIP	1069 OLD BERNVILLE ROAD READING, PA 19065	BRIAN POTTS	(610) 926-2267 EXT 6
-C-	COMCAST CABLE	400 RIVERFRONT DR READING, PA 19602	JEFF JACOVIDIS	(610) 985-0690
-S- -W-	COUNTY OF BERKS - WATER AND SEWER ASSOCIATION	633 COURT STREET READING, PA 19601	ANTHONY MCCLOSKEY	(610) 373-0776 EXT 2531
-WA-	LEESPORT BOROUGH WATER AUTHORITY	27 S CANAL ST PO BOX 710 LEESPORT, PA 19533	SANDRA WEISER	(610) 926-2115
-E-	FIRST ENRGY GROUP	21 S MAIN STREET AKRON, OH 44308	MELLYSSA ADAMS	(330) 436-4013
-E-	UGI UTILITIES INC	225 MORGANTOWN ROAD READING, PA 19611	KURT ZIELASKOWSKI	(610) 736-5571

THE PA ONE CALL NOTIFICATIONS PERFORMED DURING PROJECT DEVELOPMENT ARE AS FOLLOWS:

* PRELIMINARY DESIGN SERIAL NO. 20250212065 ON JANUARY 21, 2025 FOR BERN TOWNSHIP

* FINAL DESIGN SERIAL NO.20253383152 ON DECEMBER 04, 2025 FOR BERN TOWNSHIP

LIST OF MUNICIPALITIES

TOWNSHIP	REPRESENTATIVE	TELEPHONE
BERN TOWNSHIP	MR. BRIAN POTTS TOWNSHIP MANAGER	(610) 926-2267

SUMMARY OF PROJECT
COORDINATES

BASED ON PA STATE PLANE
SOUTH ZONE NAD83 - U.S. SURVEY FEET

ROUTE	STATION	POINT	COORDINATES		BEARING
			NORTH	EAST	
BERKS ROAD CONSTRUCTION	99+25.00	POT	384925.6304	2451919.2014	S46°56' 14.0"E
	103+95.04	POT	384604.6906	2452262.6119	
TEMPORARY ROAD CONSTRUCTION	200+00.00	POT	384862.8704	2451986.3555	S46°56' 14.0"E
	200+18.25	PC	384850.4113	2451999.6870	
	200+42.07	PI	384834.1456	2452017.0915	
	200+64.38	PT	384830.9043	2452040.6921	S82°10' 47.9"E
	201+00.54	PC	384825.9842	2452076.5168	
	201+22.23	PI	384823.0336	2452098.0004	
	201+42.76	PT	384809.0733	2452114.5945	S49°55' 36.1"E
	201+90.08	PC	384778.6132	2452150.8013	
	202+14.86	PI	384762.6577	2452169.7670	
	202+37.79	PT	384738.3868	2452174.7868	S11°41' 07.9"E
	202+79.30	PC	384697.7355	2452183.1946	
	203+03.13	PI	384674.4009	2452188.0209	
	203+25.45	PT	384658.1308	2452205.4301	S46°56' 14.0"E
	203+46.46	POT	384643.7856	2452220.7797	

NOTE: FOUR (4) PLACE COORDINATES ARE FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY PRECISION BEYOND TWO (2) PLACES.

SUMMARY OF TRAVERSE
CONTROL POINT COORDINATES

BASED ON PA STATE PLANE
SOUTH ZONE NAD 83 - U.S. SURVEY FEET

POINT NO.	NORTHING (Y)	EASTING (X)	DESCRIPTION
1	384518.5660	2452266.0360	CONTROL PIN
100	384773.0090	2452238.2520	BASE PIN

NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES.

TABULATION OF OVERALL AND CONSTRUCTION LENGTHS						
ROUTE	OVERALL	LENGTH		CONSTRUCTION	LENGTH	
		FEET	MILES		FEET	MILES
BERKS ROAD	STATION 99+50.00 TO STATION 103+50.00	400.00	0.076	STATION 101+00.00 TO STATION 103+00.00	300.00	0.057

EARTHWORK SUMMARY ENTIRE PROJECT

THE INFORMATION ON ESTIMATED AMOUNTS OF EARTHWORK HAS BEEN USED IN THE PRELIMINARY ESTIMATE. DO NOT USE AS A WAIVER OF ANY PROVISIONS OF THE SPECIFICATIONS AND CONTRACTS.									
CUBIC YDS. OF EXCAVATION					CUBIC YDS. OF COMPLETED EMBANKMENT*	CUBIC YDS. OF BORROW EXCAVATION	CUBIC YDS. OF WASTE*	STRUCTURAL BACKFILL, CY ▲	ROCK, CLASS R-7, CHOKED WITH STREAM BED MATERIAL
CLASS 1	CLASS 2 (MOD.)	CLASS 3 ▲	CLASS 3 (MOD.)	CLASS 4					
720		259				15	979	203	35

* EMBANKMENT/WASTE QUANTITIES PROVIDED FOR INFORMATION PURPOSES ONLY
▲ PART OF LUMP SUM STRUCTURE

GENERAL NOTES

THE COUNTY OF BERKS OWNS ALL OF THE PROPERTY ALONG
BERKS ROAD FROM STATION 99+25.00 TO STATION
103+95.04.

DETAILS, OTHER THAN THOSE INDICATED, ARE ON
THE FOLLOWING STANDARD DRAWINGS.

RC-10M JUN. 1, 2010 TC-8600 JUN. 13, 2013
RC-11M JUN. 1, 2010 TC-8604 AUG. 17, 2021
RC-12M NOV. 1, 2022 TC-8702B JUN. 13, 2013
RC-13M JUN. 1, 2010 TC-8716 JUN. 13, 2013
RC-28M SEPT. 1, 2023
RC-50M DEC. 18, 2024
RC-51M DEC. 18, 2024
RC-64M FEB. 19, 2021
RC-70M FEB. 8, 2019
RC-73M FEB. 8, 2019
RC-74M FEB. 8, 2019
RC-75M JUN. 1, 2010
RC-77M DEC. 17, 2019
SEE STRUCTURAL PLANS FOR
STRUCTURAL STANDARD DRAWINGS.

DO NOT INTERFERE WITH THE OPERATION OF ANY FIRE
HYDRANT, FIRE CALL BOX OR POLICE CALL BOX.

THREE WORKING DAYS PRIOR TO EXCAVATION, THE
CONTRACTOR MUST CONTACT THE PA ONE CALL
SYSTEM, INC., PHONE 1-800-242-1776, SERIAL
NO. _____ FOR BERN TOWNSHIP

ADDITIONAL INFORMATION IS AVAILABLE AT
HTTPS://WWW.PA1CALL.ORG/PA811/PUBLIC/.

THE CONTRACTOR IS REQUIRED TO NOTIFY THE
DEPARTMENT AND COUNTY SUBMIT AN ALLEGED
VIOLATION REPORT (AVR) TO THE PA PUBLIC UTILITY
COMMISSION THROUGH THE PA ONE CALL SYSTEM,
WWW.PAONECALL.ORG, WITHIN TEN (10) BUSINESS DAYS
AFTER A UTILITY IS STRUCK, DAMAGED, OR PREVIOUS
DAMAGE IS DISCOVERED AS REQUIRED BY
PENNSYLVANIA'S UNDERGROUND UTILITY LINE
PROTECTION LAW ACT 50 (P.L.852, NO. 287 AMENDED
OCT. 30, 2017).

HORIZONTAL CONTROL TIED TO THE PENNSYLVANIA
STATE PLANE COORDINATE SYSTEM (SOUTH ZONE),
NORTH AMERICAN DATUM (NAD 1983 2011), BASED
ON GPS OBSERVATIONS.

VERTICAL DATUM - NAVD 1988, AS ESTABLISHED
PER GPS OPUS OBSERVATIONS.

ALL CURVE DATA IS BASED ON THE ARC DEFINITION
UNLESS OTHERWISE INDICATED.

ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.

COMBINED GRID SCALE FACTOR IS 0.99995380

ALL EXISTING DRAINAGE AND WALLS INDICATED ON
THE PLANS ARE TO REMAIN IN PLACE. ALL DAMAGE
SHALL BE REPAIRED AT THE EXPENSE OF THE
CONTRACTOR.



LIMIT OF WORK
STA 103+50.00
BERKS ROAD
BERN TOWNSHIP
BERKS COUNTY

LIMIT OF WORK
STA 99+50.00
BERKS ROAD
BERN TOWNSHIP
BERKS COUNTY

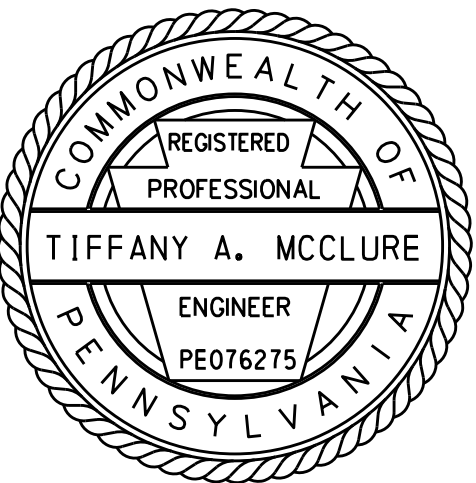
SCALE
0.25 0 0.25 0.5 MILE

LEGEND

- PROJECT LOCATION
- EXPRESSWAY
- SECONDARY HWY
- LOCAL CONNECTOR
- LOCAL ROAD

PROJECT LOCATION MAP

BERNVILLE QUADRANGLE

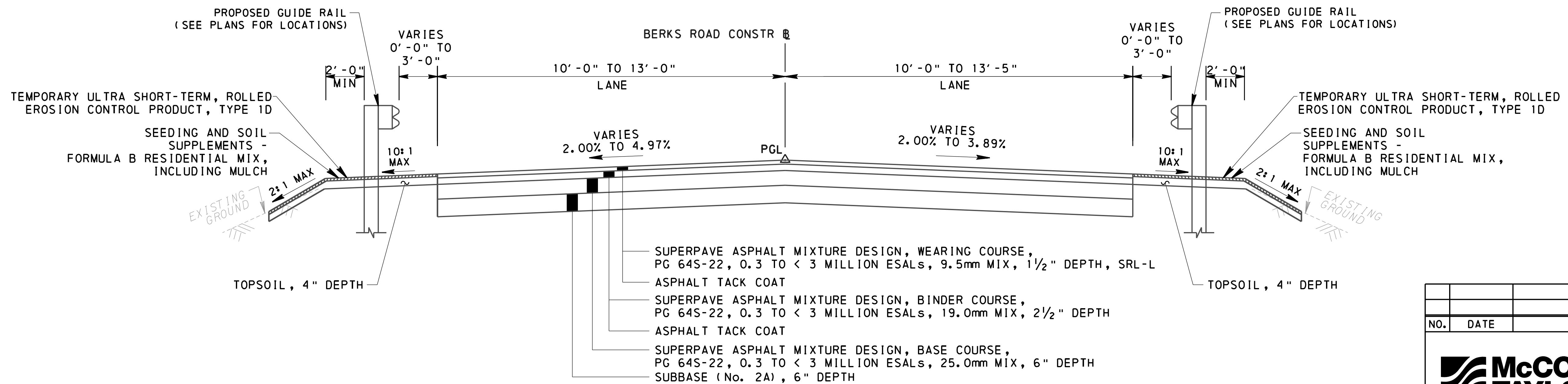


BERKS ROAD BRIDGE
REPLACEMENT PROJECT


BERKS ROAD OVER TRIBUTARY TO PLUM CREEK
BERN TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

GENERAL NOTES AND MAP

JOB NO.: 11169.001 DRWN: CJH DATE: 12/11/2025
SCALE: AS NOTED CHKD: TAM SHEET: 3 OF 10



COMMONWEALTH OF
REGISTERED
PROFESSIONAL
TIFFANY A. MCCLURE
ENGINEER
PE076275
PENNSYLVANIA

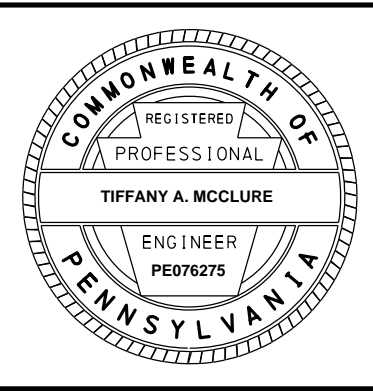
NO.	DATE	REVISION	
		Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500	
<p style="text-align: center;">BERKS ROAD BRIDGE REPLACEMENT PROJECT</p> <p style="text-align: center;">BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</p>			
TYPICAL SHEET			
JOB NO.: 11169.001 SCALE: AS NOTED		DRWN: CJH CHKD: TAM DATE: 12/11/2025 SHEET: 4 OF 10	

STR = STRUCTURE PLAN
S&PMP = SIGNING AND PAVEMENT MARKING PLAN
TCP = TRAFFIC CONTROL PLAN
◆ - SEE SPECIAL PROVISIONS

SUMMARY

REVISION NO	REVISIONS	DATE	BY	DISTRICT	COUNTY	ROUTE	SECTION	SHEET
				05	BERKS	BERKS		5 OF 10

QUANTITY	ITEM NO	DESCRIPTION	DESIGN NO	FOR TAB SEE SHEET	QUANTITY	ITEM NO	DESCRIPTION	DESIGN NO	FOR TAB SEE SHEET	QUANTITY	ITEM NO	DESCRIPTION	DESIGN NO	FOR TAB SEE SHEET	QUANTITY	ITEM NO	DESCRIPTION	DESIGN NO	FOR TAB SEE SHEET
	UNIT					UNIT					UNIT								
<div></div>	02010001	CLEARING AND GRUBBING		9	2	08550004	REPLACEMENT PUMPED WATER FILTER BAG		8										
	LS					EACH													
720	02030001	CLASS 1 EXCAVATION		6	775	08670012	COMPOST FILTER SOCK, 12" DIAMETER		8										
	CY					LF													
50	02030006	SAW CUTTING		6	<div></div>	09010001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION		TCP										
	LF					LS													
15	02050100	FOREIGN BORROW EXCAVATION		6	365	09010231	ADDITIONAL WARNING LIGHTS, TYPE B		TCP										
	CY					DAY													
720	02120014	GEOTEXTILE, CLASS 4, TYPE A		6	65	09010240	ADDITIONAL TRAFFIC CONTROL SIGNS		TCP										
	SY					SF													
690	03130426	SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 6" DEPTH		6	12	09310003	POST MOUNTED SIGNS, TYPE B, STEEL SQUARE POST		S & PMP										
	SY					SF													
690	03500106	SUBBASE 6" DEPTH (NO. 2A)		6	11	09370114	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/W)		S & PMP										
	SY					EACH													
690	04130248	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L		6	2	09410001	RESET POST MOUNTED SIGNS, TYPE B		S & PMP										
	SY					EACH													
690	04136045	SUPERPAVE ASPHALT MIXTURE DESIGN, BINDER COURSE, PG 64S-22, 0.3 TO < 3 MILLION ESALS, 19.0 MM MIX, 2 1/2" DEPTH		6	1250	10020052	REINFORCEMENT BARS, EPOXY COATED		STR										
	SY					LB													
1380	04600001	ASPHALT TACK COAT		6	<div></div>	50180001	REMOVAL OF EXISTING BRIDGE STRUCTURE		STR										
	SY					LS													
<div></div>	06080001	MOBILIZATION		9	<div></div>	85100001	PRECAST CONCRETE BOX CULVERT, AS DESIGNED	1	STR										
	LS					LS													
5	06200400	TERMINAL SECTION, SINGLE		7	<div></div>	90000001	TEMPORARY STREAM CROSSING		8										
	EACH					LS													
125	06201600	TYPE 31-S GUIDE RAIL		7	30	90000002	TEMPORARY STREAM DIVERSION		8										
	LF					LF													
425	06201602	TYPE 31-S GUIDE RAIL WITH 8' EXTRA LENGTH POSTS		7	42	90000003	OVER-EXCAVATION AND BACKFILLING WITH NO 2A COARSE AGGREGATE		STR										
	LF					CY													
3	06201650	TYPE 31-STRONG POST END TREATMENT		7	10	90000004	REMOVAL AND RECONSTRUCTION OF EXISTING STONE MASONRY WALL		6										
	EACH					SF													
4	06202050	THRIE-BEAM GUIDE RAIL TO PA 3-RAIL BRIDGE BARRIER WITHOUT CURB		7	150	90000005	REMOVAL OF EXISTING SPLIT RAIL FENCE		6										
	EACH					LF													
215	08020001	TOPSOIL FURNISHED AND PLACED		8	<div></div>	92032101	TEMPORARY EXCAVATION SUPPORT AND PROTECTION SYSTEM		STR										
	CY					LS													
80	08040025	SEEDING AND SOIL SUPPLEMENTS - FORMULA B RESIDENTIAL MIX, INCLUDING MULCH		8															
	LB																		
15	08040032	SEEDING - FORMULA T TEMPORARY GRASS MIX, INCLUDING MULCH		8															
	LB																		
1910	08060103	TEMPORARY ULTRA SHORT-TERM, ROLLED EROSION CONTROL PRODUCT, TYPE 1D		8															
	SY																		
5000	08450001	UNFORESEEN WATER POLLUTION CONTROL		8															
	DOLLA																		
2	08490010	ROCK CONSTRUCTION ENTRANCE		8											<div></div>				
	EACH																		
35	48500035	ROCK, CLASS R-7, CHOKED WITH STREAM BED MATERIAL		8															
	CY																		
1	08550003	PUMPED WATER FILTER BAG		8															
	EACH																		



TABULATION OF QUANTITIES

ROADWAY

REVISION NO	REVISIONS	DATE	BY	DISTRICT	COUNTY	ROUTE	SECTION	SHEET
				05	BERKS	BERKS		6 OF 10

[illegible]

TABULATION OF QUANTITIES

GUIDE RAIL

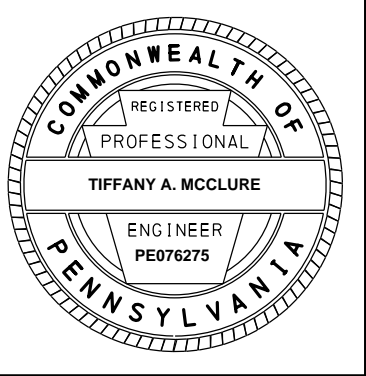
REVISION NO	REVISIONS	DATE	BY	DISTRICT	COUNTY	ROUTE	SECTION	SHEET
				05	BERKS	BERKS		7 OF 10

[illegible]

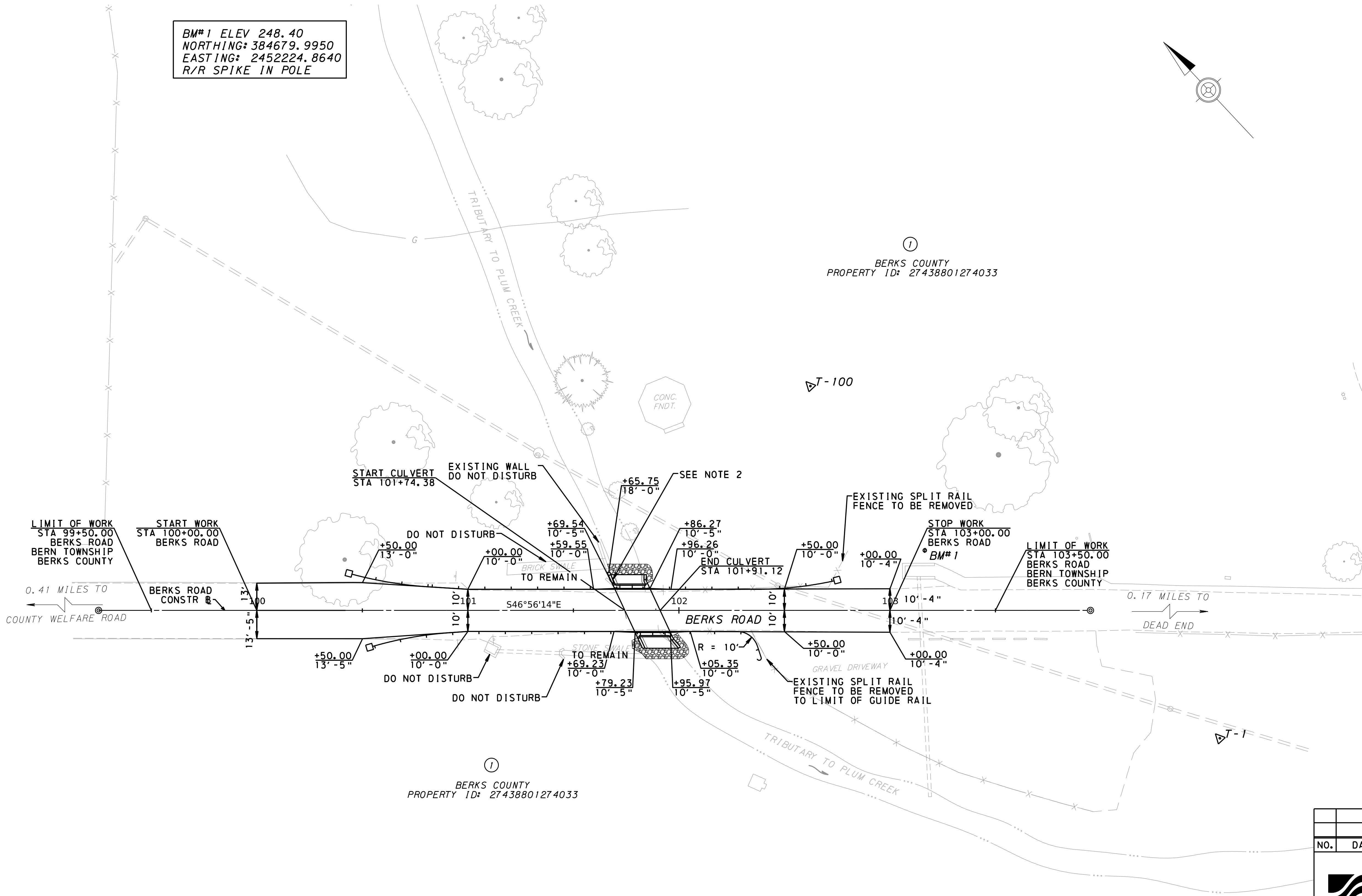
TABULATION OF QUANTITIES

EROSION CONTROL

REVISION NO	REVISIONS	DATE	BY	DISTRICT	COUNTY	ROUTE	SECTION	SHEET
				05	BERKS	BERKS		8 OF 10

[illegible]

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12/11/2025



EXISTING STRUCTURE DATA

BERKS ROAD OVER TRIBUTARY TO PLUM CREEK
STA. 101+81.38 CONSTRUCTION #
SPAN = ONE 11'-6" SPAN
TYPE OF STRUCTURE = STEEL MULTI-GIRDER BRIDGE
CLEAR SPAN = 9'-5"
VERTICAL CLEARANCE = 7'-0"
CURB-TO-CURB WIDTH = 18'-1.75"
SKEW = 67°

PROPOSED STRUCTURE DATA

BERKS ROAD OVER TRIBUTARY TO PLUM CREEK
STA. 101+82.75 CONSTRUCTION #
SPAN = 13'-0"
TYPE OF STRUCTURE = PRECAST CONCRETE BOX
CULVERT
CURB-TO-CURB WIDTH = 20'-9.5"
SKEW = 65°00'00"

HYDRAULIC DATA (TRIBUTARY TO PLUM CREEK)

DRAINAGE AREA = 3.22 MI²
10 YEAR FLOOD (DESIGN FLOOD)
MAGNITUDE = 363 CFS
ELEVATION = 247.50 FT
VELOCITY = 3.93 FPS
50 YEAR FLOOD
MAGNITUDE = 673 CFS
ELEVATION = 249.06 FT
VELOCITY = 1.43 FPS
100 YEAR FLOOD
MAGNITUDE = 839 CFS
ELEVATION = 249.42 FT
VELOCITY = 1.32 FPS
EXISTING 100-YEAR FLOOD:
WATER SURFACE ELEVATION = 249.47 FT.

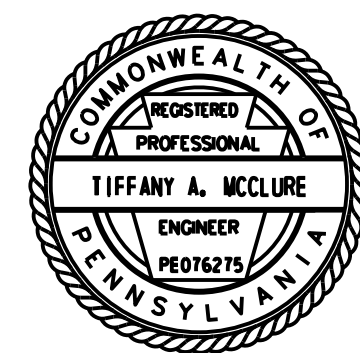
LEGEND

- EXISTING SPLIT RAIL FENCE
- EXISTING STREAM CHANNEL
- PROPOSED GUIDE RAIL
- ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL

NOTES:

- EXISTING DRAINAGE, ENDWALLS, CONCRETE SWALES, AND STONE MASRONY WALL ARE TO REMAIN. ANY DAMAGE IS TO BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- REMOVE PORTION OF EXISTING WALL IN CONFLICT WITH THE PROPOSED CULVERT WINGWALL, SEE STRUCTURES PLANS FOR THE LIMIT OF THE PROPOSED CULVERT WINGWALL. REMOVAL AND RECONSTRUCTION OF THE EXISTING WALL IS INCIDENTAL TO ITEM 9000-0004 REMOVAL AND RECONSTRUCTION OF EXISTING STONE MASONRY WALL.

FOR PROFILE SEE SHEET 10 OF 10

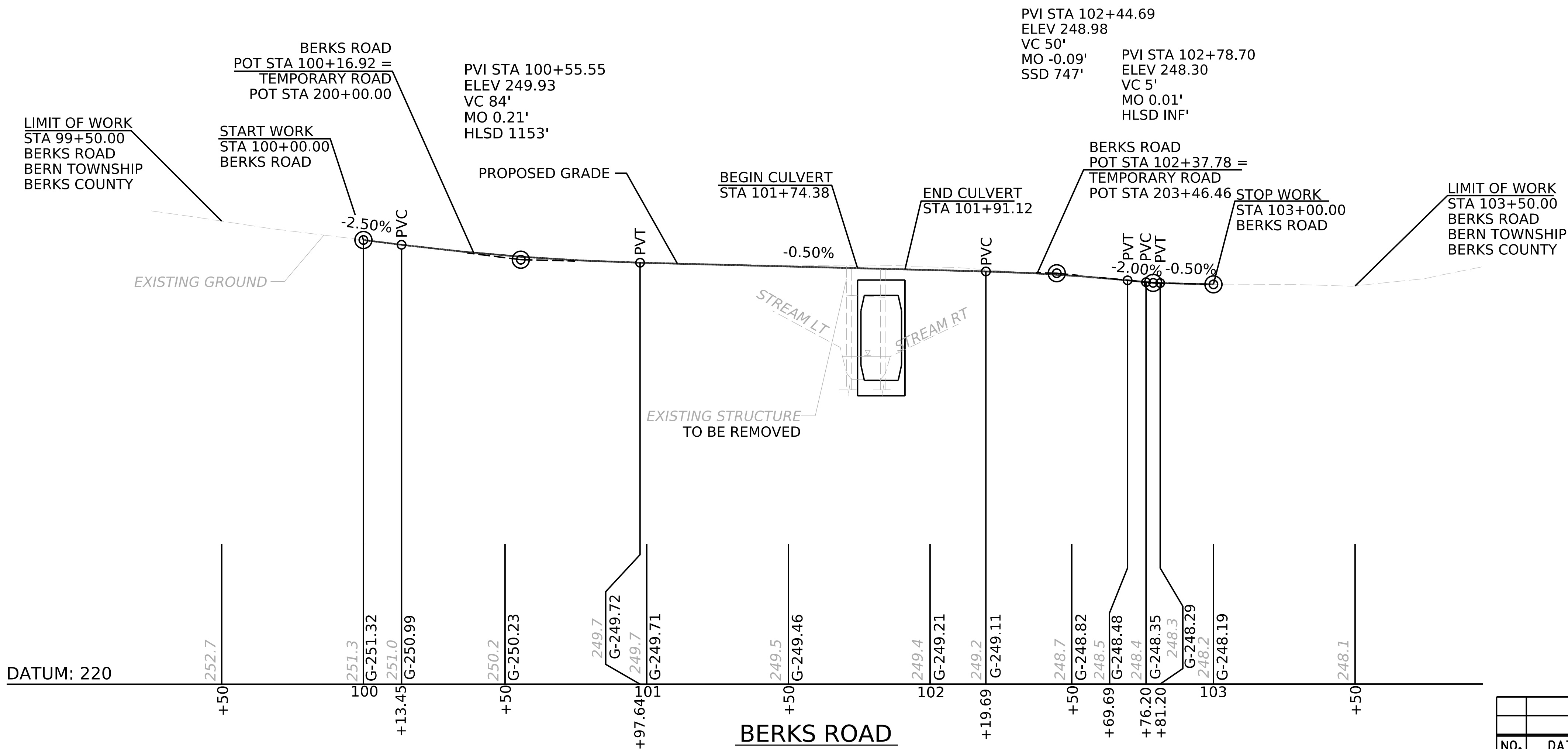


**BERKS ROAD BRIDGE
REPLACEMENT PROJECT**
BERKS ROAD OVER TRIBUTARY TO PLUM CREEK
BERN TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

CONSTRUCTION PLAN

JOB NO.: 11169.001 SCALE: 1" = 25'	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 9 OF 10
---------------------------------------	------------------------	------------------------------------

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12/11/2025



DATUM: 220

SCALE

HORIZONTAL

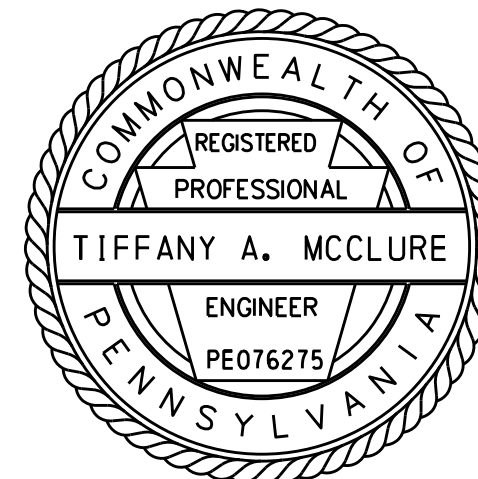
0 25 50 FEET


VERTICAL

0 5 10 FEET

NOTE: SEE MAINTENANCE AND PROTECTION OF TRAFFIC PLAN SHEET 6
FOR TEMPORARY ROAD PROFILE

FOR PLAN SEE SHEET 9 OF 10



NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT</div> <div>BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
PROFILE		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 10 OF 10

TRAFFIC CONTROL PLAN MAINTENANCE PROGRAM:

CONSTRUCTION SEQUENCE:

MAINTAIN ACCESS TO ALL PROPERTIES AND DRIVEWAYS THROUGHOUT CONSTRUCTION UNLESS NOTED ON PLANS.

STAGE 1:

1. INSTALL ADVANCED MAINTENANCE AND PROTECTION WARNING SIGNS IN ACCORDANCE WITH PATA 101-A.

PHASE 1:

2. INSTALL CHANNELIZING DRUMS ALONG WESTBOUND BERKS ROAD AS INDICATED ON THE PLANS.
3. INSTALL THE PROPOSED TEMPORARY ROAD FROM STATION 200+60.41 TO STATION 202+85.97 IN ACCORDANCE WITH THE DETAIL AS INDICATED ON THE EROSION AND SEDIMENT CONTROL PLANS.

PHASE 2:

4. UPON COMPLETION OF THE INSTALLATION OF THE TEMPORARY ROAD RELOCATE CHANNELIZING DRUMS AND INSTALL PROPOSED SIGNAGE AS INDICATED ON THE PLANS.
5. DIVERT TRAFFIC ONTO THE TEMPORARY ROAD FOR THE ENTIRE DURATION OF THE CONSTRUCTION OF THE PROPOSED CULVERT, REMOVAL AND RECONSTRUCTION OF THE EXISTING STONE MASONRY WALL, AND ALL ROADWAY WORK WITHIN THE WORKZONE FROM STATION 101+00.00 TO STATION 102+50.00 AS INDICATED ON THE PLANS.

STAGE 2:

6. UPON COMPLETION OF ALL STAGE 1 WORK RELOCATE AND INSTALL ALL CHANNELIZING DRUMS AND SIGNAGE TO SHIFT TRAFFIC ONTO THE WESTBOUND PORTION OF BERKS ROAD UTILIZING THE TEMPORARY ROAD TO DIVERT TRAFFIC AROUND THE PROPOSED STAGE 2 WORKZONE.
7. COMPLETE CONSTRUCTION OF THE EASTBOUND PROPOSED ROADWAY UP TO FINAL GRADE FROM STATION 100+00.00 TO 101+00.00 AND STATION 102+50.00 TO 103+00. INSTALL PROPOSED GUIDE RAIL ALONG EASTBOUND BERKS ROAD.

STAGE 3:

8. UPON COMPLETION OF ALL STAGE 2 WORK RELOCATE AND INSTALL ALL CHANNELIZING DRUMS AND SIGNAGE TO SHIFT TRAFFIC ONTO THE EASTBOUND PORTION OF BERKS ROAD. INSTALL BARRIER ALONG THE CENTERLINE OF BERKS ROAD FROM STATION 100+00.00 TO STATION 103+00.00 AS INDICATED ON THE PLANS.
9. REMOVE THE TEMPORARY ROAD AND COMPLETE CONSTRUCTION OF THE WESTBOUND PROPOSED ROADWAY UP TO FINAL GRADE FROM STATION 100+00.00 TO 101+00.00 AND STATION 102+50.00 TO 103+00. INSTALL PROPOSED GUIDE RAIL ALONG WESTBOUND BERKS ROAD.
10. UPON COMPLETION OF ALL ROADWAY WORK ALONG WESTBOUND BERKS ROAD AND THE REMOVAL OF THE TEMPORARY ROAD, OPEN THE ENTIRETY OF BERKS ROAD TO TRAFFIC. REMOVING ALL TRAFFIC CONTROL DEVICES.
11. INSTALL THE FINAL WEARING COURSE.

TRAFFIC CONROL PLAN GENERAL NOTES:

THIS WORK CONSISTS OF THE MAINTENANCE OF TRAFFIC AND THE PROTECTION OF THE TRAVELING PUBLIC APPROACHING THE CONSTRUCTION AREA AND WITHIN THE LIMITS OF CONSTRUCTION.

THE DETOUR WILL BE REQUIRED FOR THE ENTIRE DURATION OF THE BRIDGE REPLACEMENT PROJECT.

DETOUR MAY NOT BE IMPLEMENTED PRIOR TO 9 AM ON DAY OF CLOSURE.

ONE WEEK PRIOR TO DETOUR IMPLEMENTATION INSTALL G20-1-2 "ROAD WORK TO BEGIN NEXT WEEK" SIGNS AT LIMITS OF WORK.

CONTACT THE COUNTY AND THE AFFECTED MUNICIPALITY 15 DAYS BEFORE START OF DETOUR.

CONTACT LOCAL SCHOOL DISTRICT AND EMERGENCY OFFICIALS (POLICE, FIRE, AMBULANCE) 15 DAYS BEFORE START OF DETOUR.

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 THIS PLAN AND THE LATEST EDITION OF THESE PUBLICATIONS:

1. THE SPECIAL PROVISIONS OF THE CONTRACT
2. PENNDOT PUB. 212, OFFICIAL TRAFFIC CONTROL DEVICES (SUBCHAPTER E), LATEST EDITION
3. PENNDOT PUB. 111, TRAFFIC CONTROL-PAVEMENT MARKING AND SIGNING STANDARDS, LATEST EDITION
4. PENNDOT PUB. 213, TEMPORARY TRAFFIC CONTROL GUIDELINES, LATEST EDITION
5. PENNDOT PUB. 35, APPROVED CONSTRUCTION MATERIALS (BULLETIN 15), LATEST EDITION
6. PENNDOT PUB. 408, SPECIFICATIONS, LATEST EDITION
7. PENNDOT PUB. 46, TRAFFIC ENGINEERING MANUAL, LATEST EDITION
8. PENNDOT PUB. 236, HANDBOOK OF APPROVED SIGNS, LATEST EDITION
9. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

MAINTAIN ACCESS TO ALL DRIVEWAYS (COMMERCIAL AND RESIDENTIAL) AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT.

ALL DISTANCES FOR SIGNS MAY BE ADJUSTED TO MEET FIELD CONDITIONS.

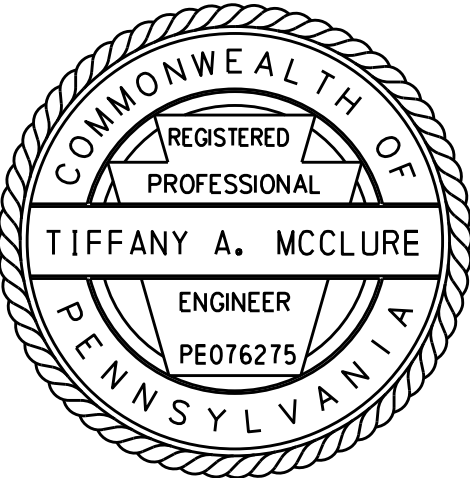
ALL TRAFFIC CONTROL DEVICES ARE TO BE INSTALLED AND INSPECTED BY THE CONSTRUCTION INSPECTOR PRIOR TO THE START OF CONSTRUCTION.

SIGN PLACEMENT AND CONDITION SHOULD BE EVALUATED AND CORRECTED AFTER EVERY STORM EVENT, IN THE EVENT OF KNOCKDOWN.

COVER OR REMOVE ALL SIGNS NOT IN USE OR IN CONFLICT WITH THE PROPOSED TRAFFIC CONTROL PLAN.

IMMEDIATELY UPON COMPLETION OF THE WORK, REMOVE ALL TRAFFIC CONTROL DEVICES. THE DEPARTMENT WILL REMOVE ANY TRAFFIC CONTROL DEVICES ERECTED BY DEPARTMENT FORCES.

NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
<div>MAINTENANCE AND PROTECTION OF TRAFFIC PLAN</div>		
JOB NO.: 11169.001 SCALE: N. T. S.	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 1 OF 6



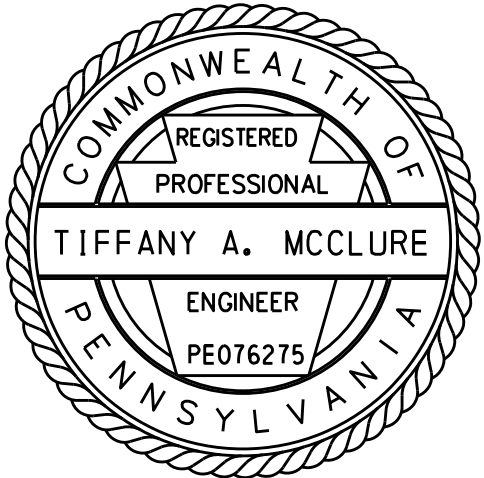
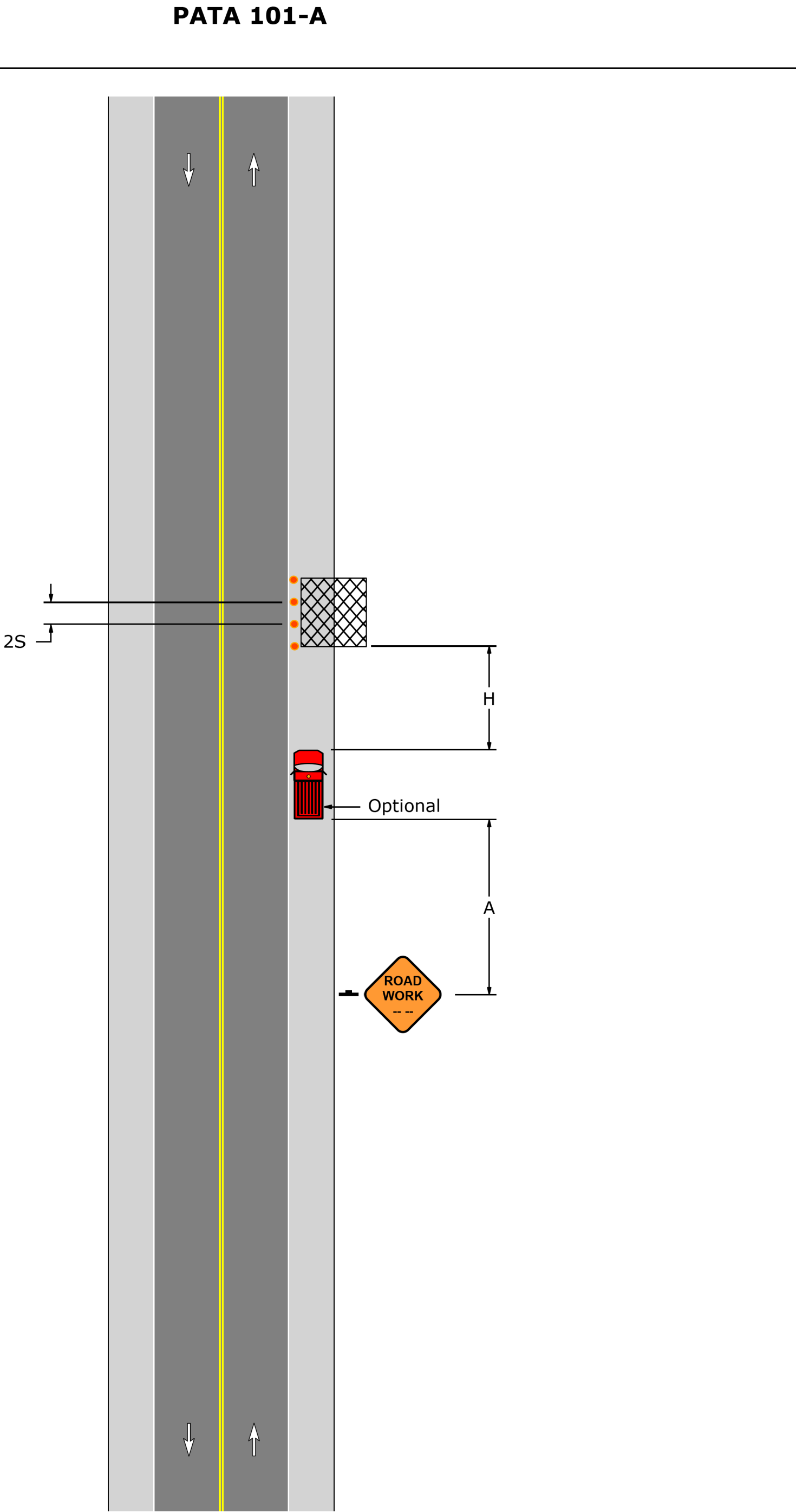
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12/11/2025

PATA 101-A

1. The shadow vehicle and TTC devices are not required if the work space is outside the highway right-of-way, behind barrier, more than 2' behind curb, or 15' or more from the edge of the roadway.
2. For operations of 60 minutes or less, all TTC devices may be eliminated if a shadow vehicle is present and the operation does not proceed against normal traffic flow.
3. When a shadow vehicle is not used, distance A is measured from the ROAD WORK sign.

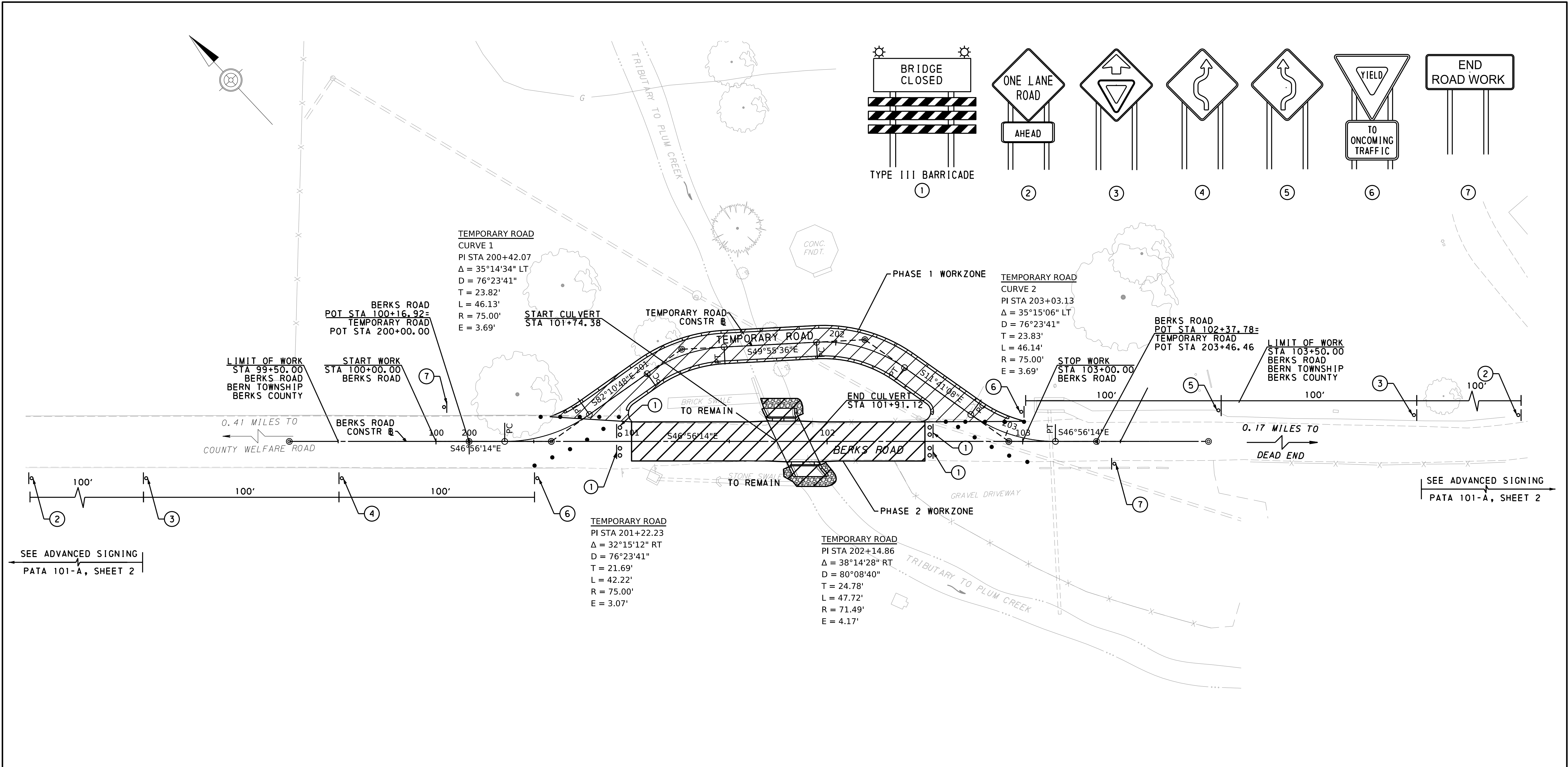


Sign Spacing, Channelizing Device Spacing, and Roll Ahead Space				
Speed	Channelizing Devices Spacing	Sign Spacing		Roll Ahead Space
S (MPH)	2S (Feet)	Urban A (Feet)	Rural A (Feet)	H (Feet)
25	50	100 - 200	500 - 800	150
30	60	100 - 200	500 - 800	150
35	70	100 - 200	500 - 800	150
40	80	350 - 500	500 - 800	150
45	90	350 - 500	500 - 800	150
50	100	350 - 500	500 - 800	250
55	110	350 - 500	500 - 800	250



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MAINTENANCE AND PROTECTION OF TRAFFIC PLAN		
JOB NO.: 11169.001 SCALE: N. T. S.	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 2 OF 6

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12/11/2025



STAGE 1 SIGN TABULATION
INCLUDED IN ITEM NO. 0901-0001

SIGN GROUP NUMBER	SERIES	QUANTITY	SIZE	MESSAGE
1	R11-2-1	4	48"x30"	BRIDGE CLOSED
2	W5-3	2	36"x36"	ONE LANE BRIDGE
	W16-9P	2	36"x24"	AHEAD PLAQUE
3	W3-2	2	36"x36"	YIELD AHEAD
4	W24-1L	1	36"x36"	SINGLE LANE DOUBLE REVERSE CURVE LEFT
5	W24-1R	1	36"x36"	SINGLE LANE DOUBLE REVERSE CURVE RIGHT
6	R1-2	2	36"x36"	YIELD
	R1-2AP	2	24"x18"	TO ONCOMING TRAFFIC PLAQUE (FOR R1-2)
7	G20-2	2	60"x24"	END ROAD WORK

MINIMUM MATERIAL REQUIRED
(FOR INFORMATION ONLY)

DESCRIPTION	QUANTITY	UNITS
POST MOUNTED SIGNS	150	S.F.
TYPE III BARRICADES	4	EACH

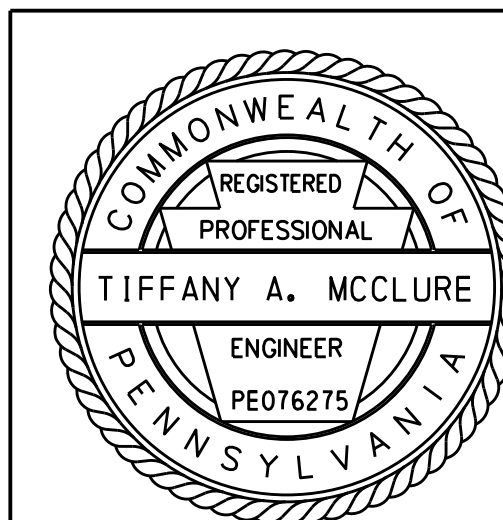
ADDITIONAL WARNING
SIGNS AND LIGHTS

ITEM NO. 0901-0231 AND 0901-0240

DESCRIPTION	QUANTITY	UNITS
ADDITIONAL ADVANCED WARNING SIGNS	65	S.F.
ADDITIONAL WARNING LIGHTS, TYPE B	365	DAY

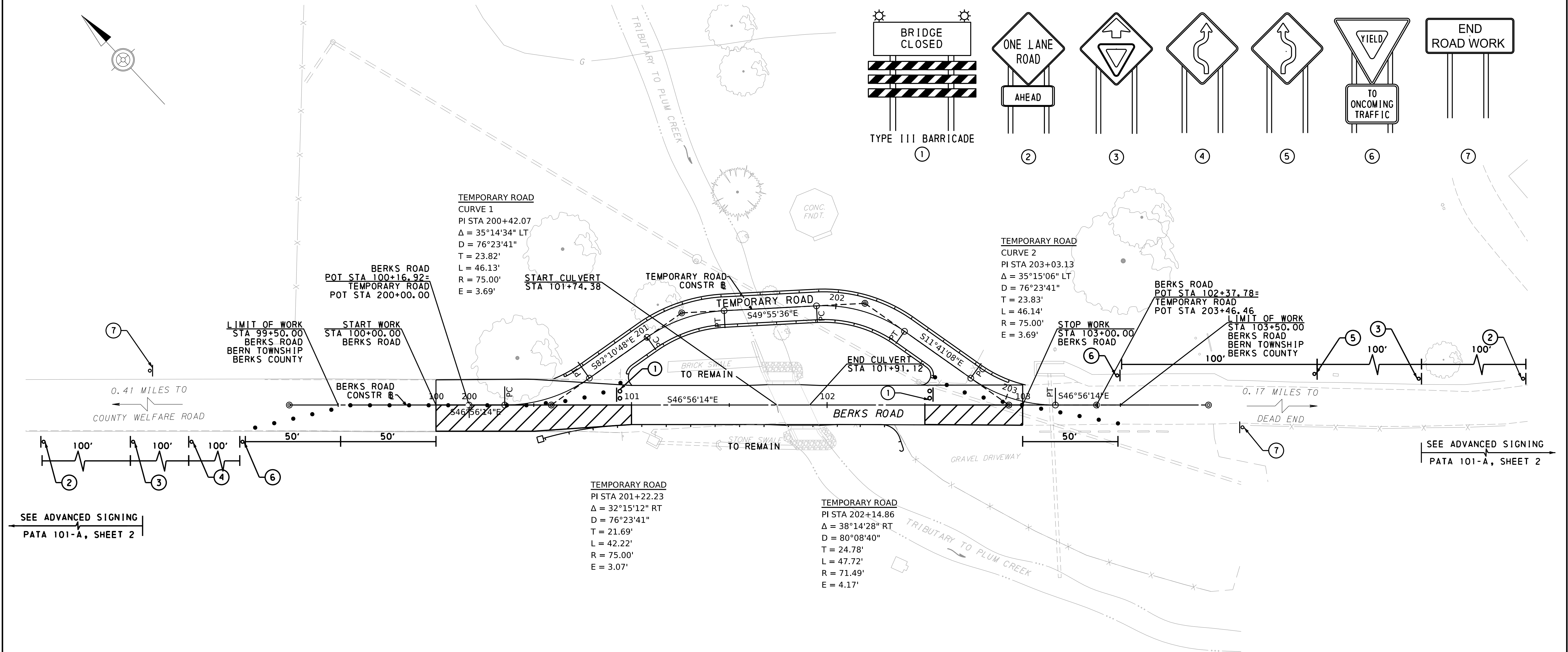
LEGEND

- SIGN
- TYPE III BARRICADE
- CHANNELIZING DRUM
- WORKZONE



NO.	DATE	REVISION
McCORMICK TAYLOR Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500		
BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
MAINTENANCE AND PROTECTION OF TRAFFIC PLAN STAGE 1		
JOB NO.: 11169.001 SCALE: 1" = 25'	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 3 OF 6

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12/11/2025



STAGE 2 SIGN TABULATION
INCLUDED IN ITEM NO. 0901-0001

SIGN GROUP NUMBER	SERIES	QUANTITY	SIZE	MESSAGE
1	R11-2-1	2	48"x30"	BRIDGE CLOSED
2	W5-3	2	36"x36"	ONE LANE BRIDGE
	W16-9P	2	36"x24"	AHEAD PLAQUE
3	W3-2	2	36"x36"	YIELD AHEAD
4	W24-1L	1	36"x36"	SINGLE LANE DOUBLE REVERSE CURVE LEFT
5	W24-1R	1	36"x36"	SINGLE LANE DOUBLE REVERSE CURVE RIGHT
6	R1-2	2	36"x36"	YIELD
	R1-2AP	2	24"x18"	TO ONCOMING TRAFFIC PLAQUE (FOR R1-2)
7	G20-2	2	60"x24"	END ROAD WORK

MINIMUM MATERIAL REQUIRED
(FOR INFORMATION ONLY)

DESCRIPTION	QUANTITY	UNITS
POST MOUNTED SIGNS	130	S.F.
TYPE III BARRICADES	2	EACH

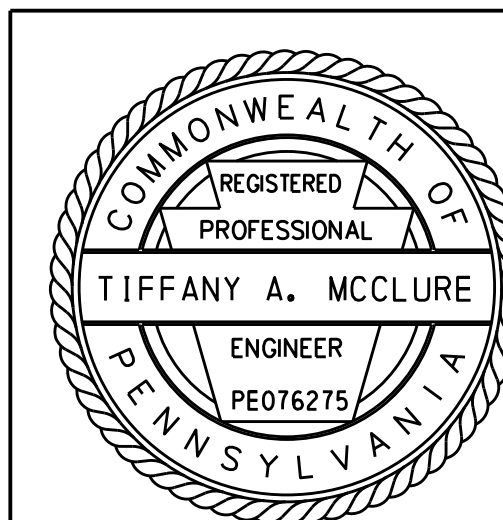
ADDITIONAL WARNING
SIGNS AND LIGHTS

ITEM NO. 0901-0231 AND 0901-0240

DESCRIPTION	QUANTITY	UNITS
ADDITIONAL ADVANCED WARNING SIGNS	65	S.F.
ADDITIONAL WARNING LIGHTS, TYPE B	365	DAY

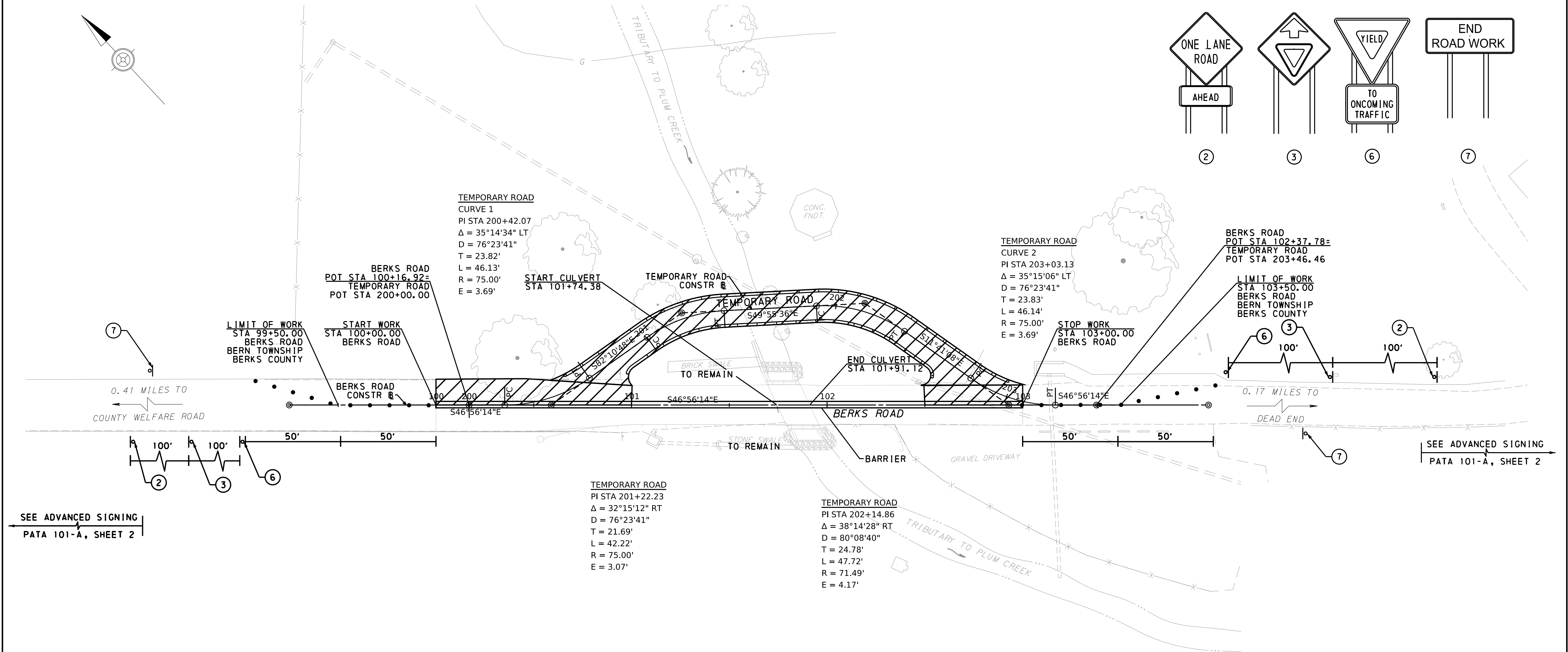
LEGEND

- SIGN
- TYPE III BARRICADE
- CHANNELIZING DRUM
- WORKZONE



NO.	DATE	REVISION
McCORMICK TAYLOR Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500		
BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
MAINTENANCE AND PROTECTION OF TRAFFIC PLAN STAGE 2		
JOB NO.: 11169.001 SCALE: 1" = 25'	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 4 OF 6

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12/11/2025



STAGE 3 SIGN TABULATION
INCLUDED IN ITEM NO. 0901-0001

SIGN GROUP NUMBER	SERIES	QUANTITY	SIZE	MESSAGE
2	W5-3	2	36"x36"	ONE LANE BRIDGE
	W16-9P	2	36"x24"	AHEAD PLAQUE
3	W3-2	2	36"x36"	YIELD AHEAD
6	R1-2	2	36"x36"	YIELD
	R1-2AP	2	24"x18"	TO ONCOMING TRAFFIC PLAQUE (FOR R1-2)
7	G20-2	2	60"x24"	END ROAD WORK

MINIMUM MATERIAL REQUIRED
(FOR INFORMATION ONLY)





DESCRIPTION	QUANTITY	UNITS
POST MOUNTED SIGNS	92	S.F.

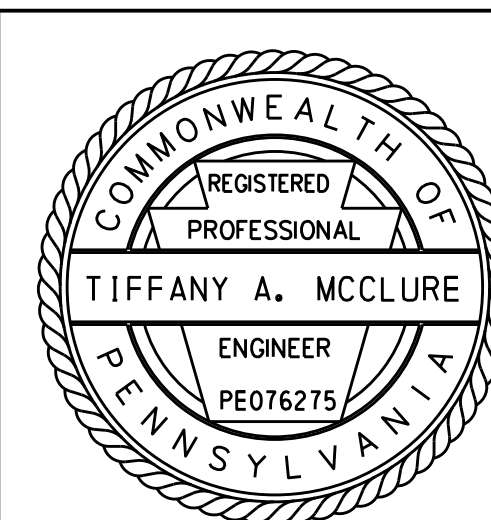
ADDITIONAL WARNING
SIGNS AND LIGHTS


ITEM NO. 0901-0231 AND 0901-0240

DESCRIPTION	QUANTITY	UNITS
ADDITIONAL ADVANCED WARNING SIGNS	65	S.F.
ADDITIONAL WARNING LIGHTS, TYPE B	365	DAY

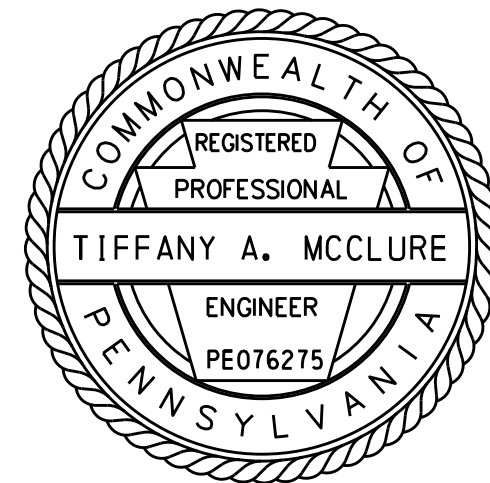
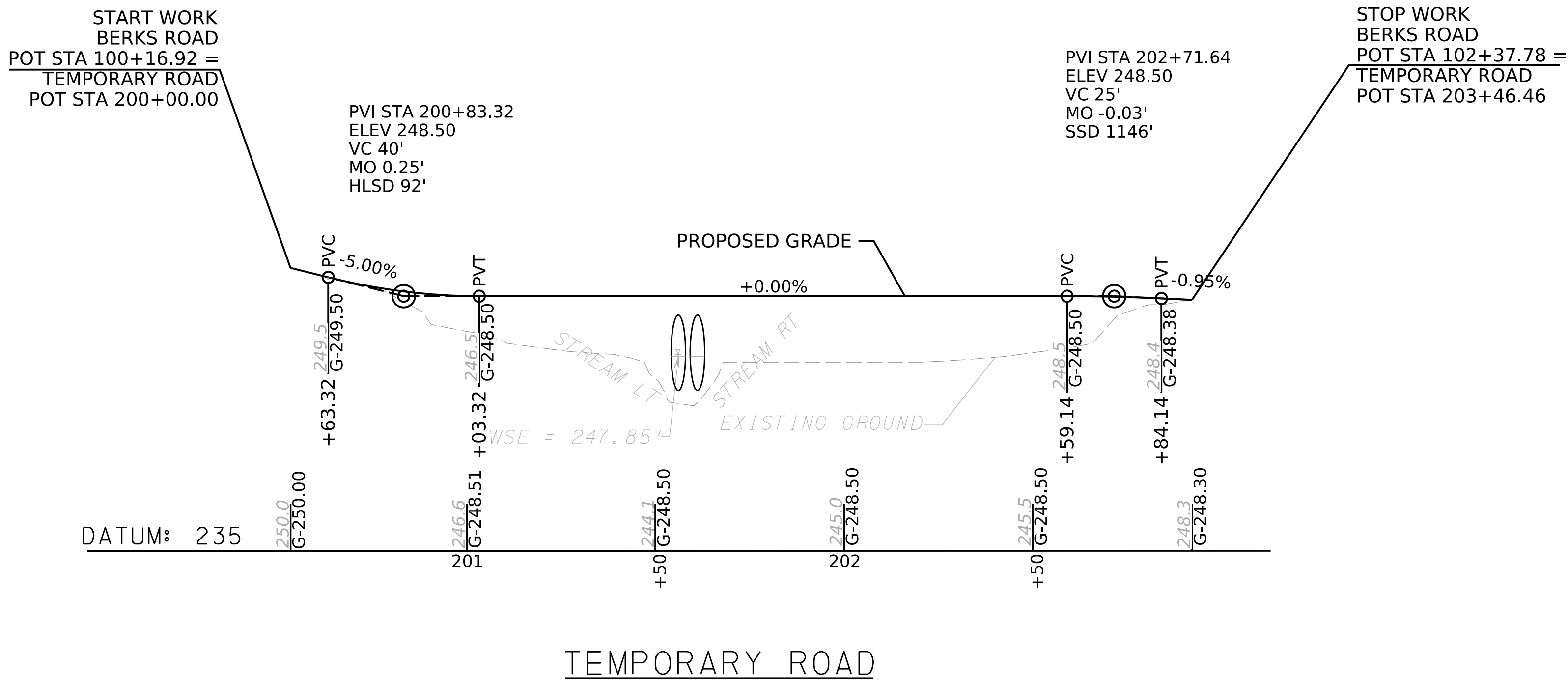
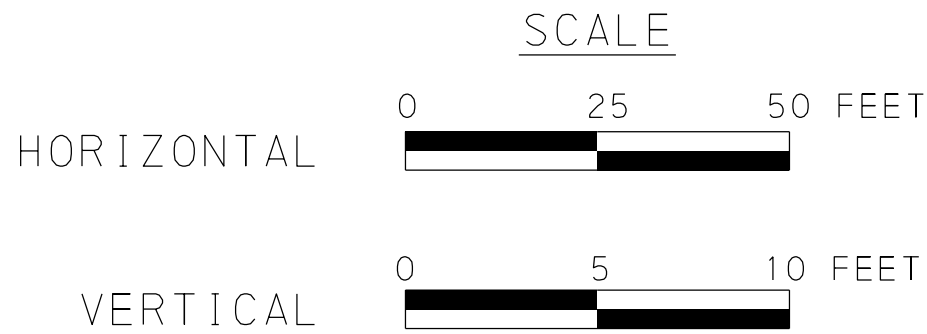
LEGEND

-  SIGN
-  TYPE III BARRICADE
-  CHANNELIZING DRUM
-  WORKZONE



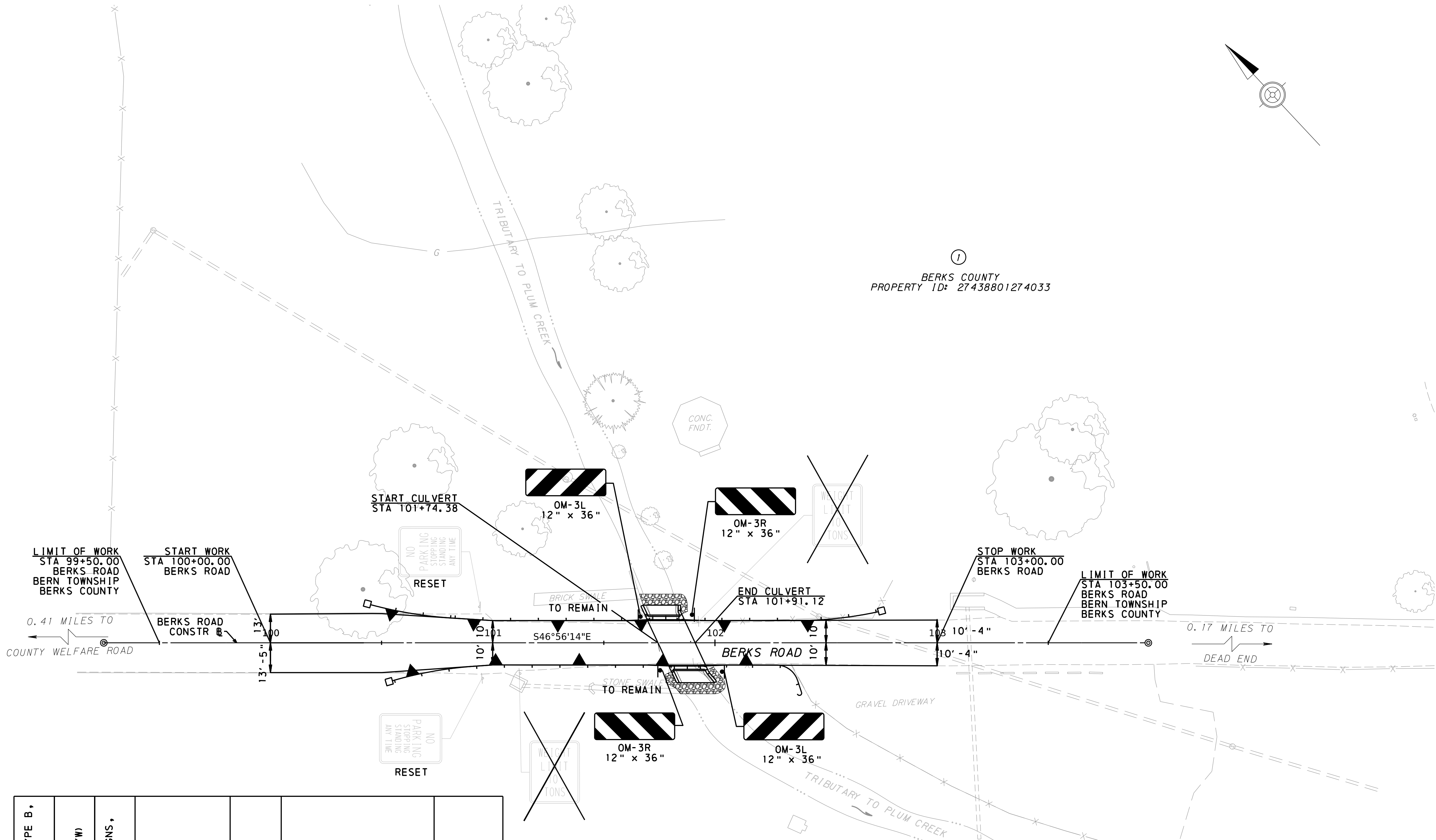
NO.	DATE	REVISION
 McCORMICK TAYLOR Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500		
BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
MAINTENANCE AND PROTECTION OF TRAFFIC PLAN STAGE 3		
JOB NO.: 11169.001 SCALE: 1" = 25'	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 5 OF 6

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12/11/2025



NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
<div>MAINTENANCE AND PROTECTION OF TRAFFIC PLAN</div>		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 6 OF 6

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12/11/2025



POST MOUNTED SIGNS, TYPE B, STEEL SQUARE POSTS			REMARKS	SIDE	STATIONS	ROUTE
0931 0003 SF	0937 0114 EACH	0941 0001 EACH				
6	6	1		LT.	100+00.00 TO 103+00.00	BERKS ROAD
6	5	1		RT.	100+00.00 TO 103+00.00	
12	11	2				TOTALS

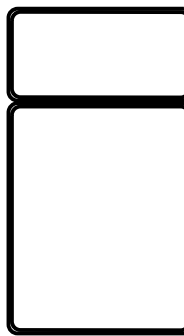
NOTE: REFER TO PENNDOT PUBLICATIONS 111 AND 236 FOR PAVEMENT MARKING AND SIGN STANDARDS.

GUIDE RAIL DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH PENNDOT PUBLICATION 111.

TYPICAL DELINEATOR SPACING AT 37.5'.

LEGEND

PROPOSED SIGN

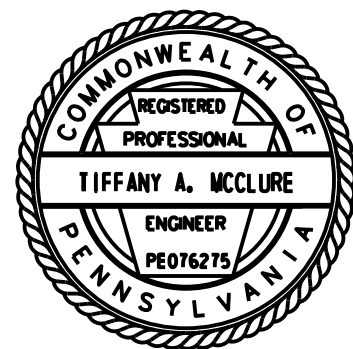
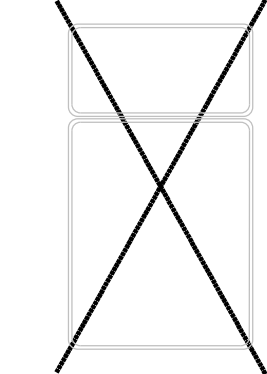


GUIDE RAIL MOUNTED DELINEATOR, TYPE D (W/W).

PROPOSED POST MOUNTED SIGN

EXISTING POST MOUNTED SIGN

REMOVE EXISTING SIGN



REVISION		
NO.	DATE	
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BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
SIGNING AND PAVEMENT MARKING PLAN		
JOB NO.: 11169.001 SCALE: 1" = 25'		DRWN: CJH CHKD: TAM DATE: 12/11/2025 SHEET: 1 OF 1

GENERAL NOTES:

GENERAL SITE RESPONSIBILITY:

1. IN ACCORDANCE WITH THE CURRENT POLICIES AND PRACTICES IN THE COMMONWEALTH OF PENNSYLVANIA TO CONTROL EROSION, IT IS REQUIRED THAT THE CONTRACTOR FOR THIS PROJECT CONFORM WITH THE FOLLOWING GUIDELINES AS THEY ARE APPLICABLE AND IN ACCORDANCE WITH THE INSTRUCTIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (PADEP) AND THE COUNTY REPRESENTATIVE.
2. KEEP A COPY OF THE APPROVED PLAN DRAWINGS STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY AT THE PROJECT SITE AT ALL TIMES.
3. FAILURE TO CORRECTLY INSTALL ESPC BMPS, FAILURE TO PREVENT SEDIMENT LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF ESPC BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY PADEP AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.

CONSTRUCTION WASTES:

4. THE ANTICIPATED CONSTRUCTION WASTES AS PART OF THIS PROJECT INCLUDE: SOIL, PAVEMENT, ROCK, AND CONCRETE.

WASTE DISPOSAL:

5. THE RECYCLING OR DISPOSAL, WHETHER OFF- OR ON-SITE, SHOULD BE DONE IN ACCORDANCE WITH PADEP'S SOLID WASTE MANAGEMENT REGULATIONS IN 25 PA CODE SECTION 260.1, 271.1, AND 287.1.

CONSTRUCTION INSPECTION:

6. INSPECT ALL ESPC BMPS ACCORDING TO THE SCHEDULES OUTLINED IN THIS PLAN. PERFORM ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK IMMEDIATELY, INCLUDING CLEAN-OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, RE-MULCHING, AND RE-NETTING.
7. MAINTAIN A LOG ON SITE SHOWING DATES THAT ESPC BMPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED.
8. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, IMPLEMENT APPROPRIATE BMPS TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE COUNTY CONSERVATION DISTRICT OR PADEP. ALSO, IMMEDIATELY NOTIFY THE DEPARTMENT IN ACCORDANCE WITH PUBLICATION 408, SPECIFICATIONS, SECTION 110.02.

ADDITIONAL MAPS:

9. THE FOLLOWING ITEMS ARE FOUND ON SEPARATE SCALE MAPS: N/A

CONSTRUCTION POLLUTION POTENTIAL:

10. THERE ARE NO KNOWN SPECIAL GEOLOGIC FORMATIONS THAT WOULD CAUSE POLLUTION.

MISCELLANEOUS NOTES:

11. CONDUCT ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS, IN ACCORDANCE WITH THE APPROVED ESPC PLAN.
12. LIMIT CLEARING, GRUBBING, AND TOPSOIL STRIPPING TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. DO NOT COMMENCE WORK IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE ESPC BMPS SPECIFIED BY THE CONSTRUCTION SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS DOCUMENT.
13. PUMP WATER FROM WORK AREA(S) TO UNDISTURBED VEGETATED AREAS AND ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN.
14. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
15. RETURN SEDIMENT THAT IS TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK TO THE CONSTRUCTION SITE BY THE END OF EACH WORKDAY AND DISPOSE OF PROPERLY. DO NOT WASH, SHOVEL, OR SWEEP THE SEDIMENT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
16. SPRINKLE OR APPLY DUST SUPPRESSOR OR KEEP DUST WITHIN TOLERABLE LIMITS AT THE SITE.
17. HANDLE CONCRETE WASH WATER IN THE MANNER DESCRIBED IN THE PLAN. IN NO CASE SHALL IT BE ALLOWED TO ENTER SURFACE WATERS OR GROUNDWATER SYSTEMS.
18. KEEP ALL CHANNELS FREE OF OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO FILL, ROCKS, LEAVES, WOODY DEBRIS, ACCUMULATED SEDIMENT, EXCESS VEGETATION, AND CONSTRUCTION MATERIAL/WASTES.
19. IMMEDIATELY BACKFILL UNDERGROUND UTILITIES CUTTING THROUGH AN ACTIVE CHANNEL AND RESTORE THE CHANNEL TO ITS ORIGINAL CROSS-SECTION AND PROTECTIVE LINING. CONVEY BASE FLOW WITHIN THE CHANNEL PAST THE WORK AREA IN THE MANNER DESCRIBED IN THIS PLAN UNTIL SUCH RESTORATION IS COMPLETE.
20. ENSURE THAT SUFFICIENT OVER-EXCAVATION IS PROVIDED FOR RIPRAP CHANNELS SUCH THAT THE SPECIFIED CHANNEL DIMENSIONS ARE ACHIEVED AFTER PLACEMENT OF THE STONE.

STABILIZATION:

21. PLACE TOPSOIL AS INDICATED ON THE PLAN AND IN ACCORDANCE WITH PUBLICATION 408 - SPECIFICATIONS.
22. PERMANENTLY STABILIZE ALL GRADED AREAS IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED.
23. USE THE SPECIFIED ROLLED EROSION CONTROL PRODUCT(S) ON ALL SEEDED AREAS WITHIN 50 FT OF NON-SPECIAL PROTECTION SURFACE WATERS, WITHIN 100 FT OF SPECIAL PROTECTION SURFACE WATERS, AND WITH SLOPES 3H:1V AND STEEPER.

STABILIZATION NOTES CONTINUED:

24. STABILIZE ALL DISTURBED AREAS IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OF THE PROJECT. APPLY MULCH OR PROTECTIVE BLANKETING DURING NON-GERMINATING MONTHS. APPLY TEMPORARY STABILIZATION TO DISTURBED AREAS THAT WILL BE REACTIVATED WITHIN ONE YEAR; IF LONGER THAN ONE YEAR, APPLY PERMANENT STABILIZATION.
25. A DISTURBED AREA IS CONSIDERED PERMANENTLY STABILIZED WHEN IT IS COVERED WITH EITHER (1) A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER WITH A DENSITY CAPABLE OF RESISTING ACCELERATED EROSION AND SEDIMENTATION; OR (2) AN ACCEPTABLE BMP WHICH PERMANENTLY MINIMIZES ACCELERATED EROSION AND SEDIMENTATION.
26. ENSURE THAT ESPC BMPS REMAIN FUNCTIONAL UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP.

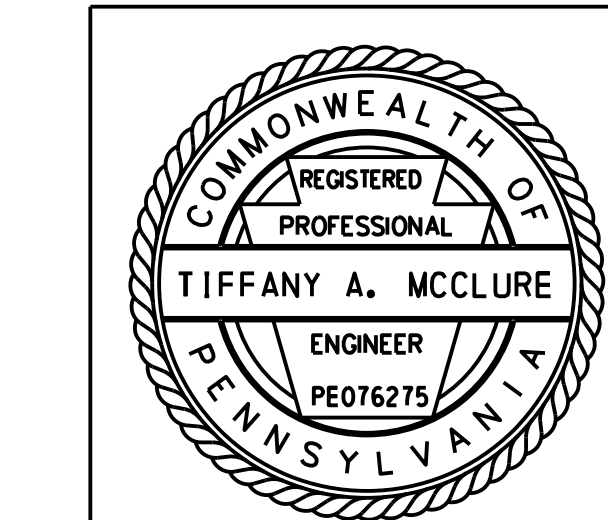
FILL PROCEDURES:

27. OBTAIN ESPC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE CONSERVATION DISTRICT OR PADEP, AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE.
28. CLEAR, GRUB, AND STRIP TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL FROM FILL AREAS.
29. KEEP ALL TOPSOIL STOCKPILED ONSITE IN THE LOCATION(S) SHOWN ON THE PLAN. PROVIDE THE AMOUNT OF TOPSOIL REQUIRED TO COMPLETE THE FINAL GRADING AND TO ESTABLISH VEGETATION. PROTECT STOCKPILE(S) AS SHOWN ON THE PLAN. PLACE STOCKPILES NO GREATER THAN 35 FT IN HEIGHT WITH SLOPES NO STEEPER THAN 2H:1V.
30. COMPACT ALL FILLS TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE, OR OTHER RELATED PROBLEMS. COMPACT FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES, CONDUITS, ETC. IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES. PLACE ALL EARTHEN FILLS IN MAXIMUM 9-INCH THICK COMPACTED LAYERS.
31. DO NOT PLACE FILLS ON SATURATED OR FROZEN SURFACES. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH CONSTRUCTION OF SATISFACTORY FILLS. DO NOT INCORPORATE SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS INTO FILLS.
32. ENSURE THAT CUT AND FILL SLOPES ARE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.



LIMIT OF WORK
STA 99+50.00
BERKS ROAD
BERN TOWNSHIP
BERKS COUNTY

LIMIT OF WORK
STA 103+50.00
BERKS ROAD
BERN TOWNSHIP
BERKS COUNTY



RIGHT-OF-WAY NOTES:

REQUIRED RIGHT-OF-WAY AND OR EASEMENTS ARE NOT REQUIRED FOR THIS PROJECT BECAUSE BERKS COUNTY OWNS THE STRUCTURE AND ALL THE SURROUNDING LAND.

PROJECT CONTACTS:

PA DEPARTMENT OF TRANSPORTATION | ENGINEERING DISTRICT 5-0
1002 HAMILTON STREET | ALLENTOWN, PA 18101
PHONE: 610.871.4106

BERN TOWNSHIP
1069 OLD BERNVILLE ROAD | READING, PA 19605
PHONE: 610.926.2267

BERKS COUNTY
633 COURT STREET | READING, PA 19601
PHONE: 610.478.6201

MCCORMICK TAYLOR, INC.
600 EAGLEVIEW BLVD, SUITE 200 | EXTON, PA 19341
PHONE: 610.640.3500

BERKS COUNTY CONSERVATION DISTRICT
1238 COUNTY WELFARE ROAD, SUITE 200 | LEESPORT, PA 19533
PHONE: 610.372.4657

THREE TO TEN WORKING DAYS PRIOR TO EXCAVATION BASED ON THE COMPLEXITY OF THE PROJECT, THE CONTRACTOR MUST CONTACT THE PA ONE CALL SYSTEM, INC., PHONE 1-800-242-1776. ADDITIONAL INFORMATION IS AVAILABLE AT <https://www.pa1call.org/PA811/Public/>.
- SERIAL NO. 20250212065 ON BERKS ROAD FOR BERN TOWNSHIP

THE CONTRACTOR IS REQUIRED TO NOTIFY THE DEPARTMENT AND SUBMIT AN ALLEGED VIOLATION REPORT (AVR) TO THE PA PUBLIC UTILITY COMMISSION THROUGH THE PA ONE CALL SYSTEM, WWW.PA1CALL.ORG, WITHIN TEN (10) BUSINESS DAYS AFTER A UTILITY LINE IS STRUCK, DAMAGED, OR PREVIOUS DAMAGE IS DISCOVERED AS REQUIRED BY PENNSYLVANIA'S UNDERGROUND UTILITY LINE PROTECTION LAW ACT 50 (P.L.852, NO. 287 AMENDED OCT. 30, 2017).

WATERS OF THE COMMONWEALTH:

TRIBUTARY TO PLUM CREEK | WWF, MF

IN-STREAM RESTRICTIONS: NATURAL TROUT STREAM - OCTOBER 1 TO DECEMBER 31

PROJECT AREAS OF DISTURBANCE:

TOTAL LIMITS OF DISTURBANCE: 0.609 AC
EARTH DISTURBANCE SUBJECT TO CHAPTER 105: 0.299 AC

NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
EROSION AND SEDIMENT CONTROL PLAN		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 1 OF 9

EROSION AND SEDIMENT POLLUTION CONTROL PLAN MAINTENANCE PROGRAM:

AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING, CLEARING AND GRUBBING, INVITE ALL CONTRACTORS, THE DEPARTMENT'S REPRESENTATIVE, AND A REPRESENTATIVE FROM THE COUNTY CONSERVATION DISTRICT (CCD) OR PA DEP TO AN ON-SITE PRE-CONSTRUCTION MEETING.

THE PERMITTEE OR CO-PERMITTEE SHALL NOTIFY THE CCD/PA DEP UPON INSTALLATION OF ALL PERIMETER SEDIMENT CONTROL BMPS AND AT LEAST 3 BUSINESS DAYS PRIOR TO PROCEEDING WITH THE BULK EARTH DISTURBANCE ACTIVITIES.

AT LEAST 3 BUSINESS DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INC. AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND REFERENCE THE FOLLOWING SERIAL NUMBER: 20250212065 (BERN TOWNSHIP)

PROCEED WITH ALL EARTH DISTURBANCE ACTIVITIES IN ACCORDANCE WITH THE BMP SEQUENCE. DEVIATION FROM THE SEQUENCE REQUIRES WRITTEN APPROVAL FROM THE CCD/PA DEP PRIOR TO IMPLEMENTATION. COORDINATE ANY/ALL PROPOSED CHANGES TO THE APPROVED PLAN WITH THE PENNDOT REPRESENTATIVE. UPON REVIEW AND CONCURRENCE WITH THE COUNTY REPRESENTATIVE, COMMUNICATE CHANGES AS FOLLOWS:

- i. DISCUSS THE SEQUENCE DEVIATION WITH THE CCD/PA DEP AND OBTAIN VERBAL APPROVAL.
- ii. MODIFY THE ESPC PLAN (RED-LINE THE DRAWING) AND GET A SIGNATURE/INITIALS FROM THE CCD/PA DEP AT THE SITE OR GE ACKNOWLEDGEMENT THROUGH AN ELECTRONIC PERMITTING SYSTEM. RETAIN THE EARTH DISTURBANCE INSPECTION REPORT ACKNOWLEDGING THE FIELD CHANGE.
- iii. IF NEEDED, FAX OR E-MAIL THE MODIFIED SEQUENCE TO THE CCD/PA DEP.

PRE-CONSTRUCTION:

PERFORM A PRE-PROJECT SITE EVALUATION AND DETERMINE IF THERE ARE AREAS WITHIN THE LIMITS OF DISTURBANCE THAT SHOULD NOT BE DISTURBED DURING THE LIFE OF THE PROJECT.

CLEARLY MARK THE LIMITS OF DISTURBANCE AT THE LOCATIONS INDICATED ON THE PLAN. USE STAKES AND FLAGGING THAT ARE DURABLE ENOUGH TO LAST THE ENTIRE DURATION OF ACTIVE DISTURBANCE. INSTALL PROTECTIVE FENCING AROUND SENSITIVE AREAS SHOWN ON THE PLAN AND/OR IDENTIFIED DURING THE PRE-PROJECT EVALUATION.

CONSTRUCTION VEHICLES ARE NOT PERMITTED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE DRAWINGS.

CONSTRUCTION SEQUENCE:

STAGE 1:

- 1. MARK THE LIMITS OF DISTURBANCE (LOD) IN THE FIELD.
- 2. INSTALL ROCK CONSTRUCTION ENTRANCE. INSTALL COMPOST FILTER SOCK AS SHOWN ON THE PLAN.
- 3. CLEAR AND GRUB AREAS WITHIN THE LOD THAT ARE NECESSARY FOR CONSTRUCTION. AVOID REMOVING TREES THAT DO NOT AFFECT THE CONSTRUCTION OF THE PROPOSED ROADWAY OR STRUCTURE.
- 4. INSTALL STAGE 1 PHASE 1A TEMPORARY STREAM DIVERSION SYSTEM AS SHOWN ON THE PLANS UPSTREAM OF THE TEMPORARY ACCESS ROAD AND DOWNSTREAM OF THE PROPOSED CULVERT.
- 5. INSTALL TEMPORARY ACCESS ROAD, GUIDE RAIL, AND STREAM CROSSING AS SHOWN ON THE PLAN. UPON COMPLETION OF THE INSTALLATION OF THE TEMPORARY STREAM CROSSING, RELOCATE THE TEMPORARY STREAM DIVERSION SYSTEM TO THE STAGE 1 PHASE 1B LOCATIONS BETWEEN THE OUTFALL OF THE TEMPORARY STREAM CROSSING PIPES AND THE CULVERT AS INDICATED ON THE PLANS.
- 6. INSTALL TEMPORARY EXCAVATION SUPPORT PROTECTION SYSTEM (TESPS). BEGIN EXCAVATION OF EXISTING STRUCTURE. DURING CONSTRUCTION, DEWATER WORK AREAS WITH A PROPERLY SIZED PUMP AND PUMPED WATER FILTER BAGS IN THE LOCATIONS SHOWN ON PLAN.
- 7. COMPLETE INSTALLATION OF BOX CULVERT IN ACCORDANCE WITH THE STRUCTURE PLANS INCLUDING ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL AND THE REMOVAL AND RECONSTRUCTION OF THE EXISTING STONE MASONRY WALL. BEGIN CONSTRUCTION OF THE ROADWAY APPROACHES.

- 8. COMPLETE CONSTRUCTION OF PROPOSED ROADWAY UP TO FINAL GRADE. SEED, MULCH AND STABILIZE SURROUNDING AREAS.

STAGE 2:

- 9. REMOVE TESPS AND RELOCATE THE TEMPORARY STREAM DIVERSION SYSTEM TO THE LOCATION INDICATED ON THE PLANS.
- 10. INSTALL PROPOSED GUIDE RAIL ON THE EASTBOUND SIDE OF BERKS ROAD.
- 11. SHIFT TRAFFIC ONTO PROPOSED ROADWAY.
- 12. REMOVE TEMPORARY ACCESS ROAD AND STREAM CROSSING ONCE ACCESS IS NO LONGER NEEDED. REGRADE ALL DISTURBED AREAS TO THE ELEVATIONS INDICATED ON THE PLANS.
- 13. REMOVE THE TEMPORARY STREAM DIVERSION SYSTEM BEGINNING AT THE DOWNSTREAM AND WORKING UPSTREAM.
- 14. COMPLETE CONSTRUCTION OF PROPOSED ROADWAY UP TO FINAL GRADE. SEED, MULCH AND STABILIZE SURROUNDING AREAS.
- 15. INSTALL PROPOSED GUIDE RAIL AND SIGNAGE ON THE WESTBOUND SIDE OF BERKS ROAD.

EROSION AND SEDIMENT POLLUTION CONTROL PLAN MAINTENANCE PROGRAM CONTD:

16. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, CONTACT THE CCD/PA DEP FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF ESPC BMPS. PERMANENTLY STABILIZED MEANS COVERED WITH EITHER (1) A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER WITH A DENSITY CAPABLE OF RESISTING ACCELERATED EROSION AND SEDIMENTATION; OR (2) AN ACCEPTABLE BMP WHICH PERMANENTLY MINIMIZES ACCELERATED EROSION AND SEDIMENTATION.

17. UPON APPROVAL FROM THE CCD/PA DEP, REMOVE TEMPORARY ESPC BMPS AND CONVERT DESIGNATED SEDIMENT TRAPS/BASINS TO THEIR PERMANENT STORMWATER CONFIGURATIONS. IMMEDIATELY STABILIZE AREAS DISTURBED DURING REMOVAL OR CONVERSION OF BMPS. AVOID DOING REMOVAL AND CONVERSION DURING THE NONGERMINATING SEASON.

ENVIRONMENTAL DUE DILIGENCE NOTE:

THE APPLICANT MUST PERFORM ENVIRONMENTAL DUE DILIGENCE TO DETERMINE IF THE FILL MATERIAL ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSMENTS, OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCES, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

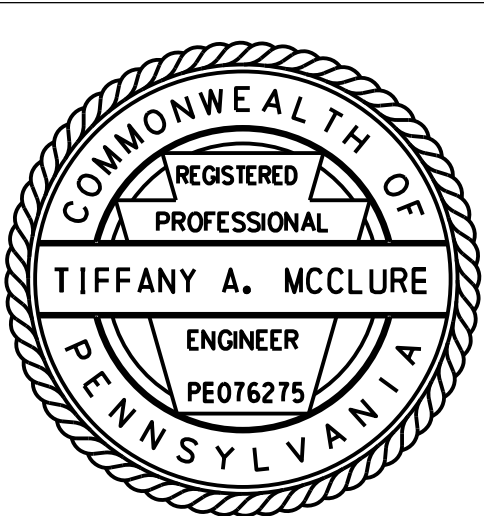
CLEAN FILL NOTE:

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.

CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE.

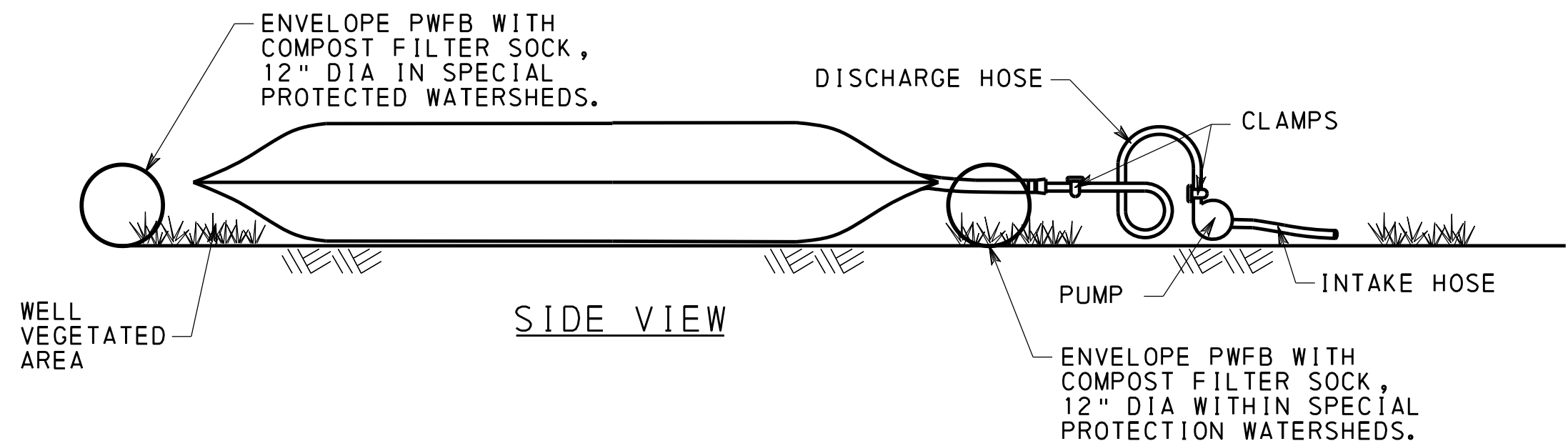
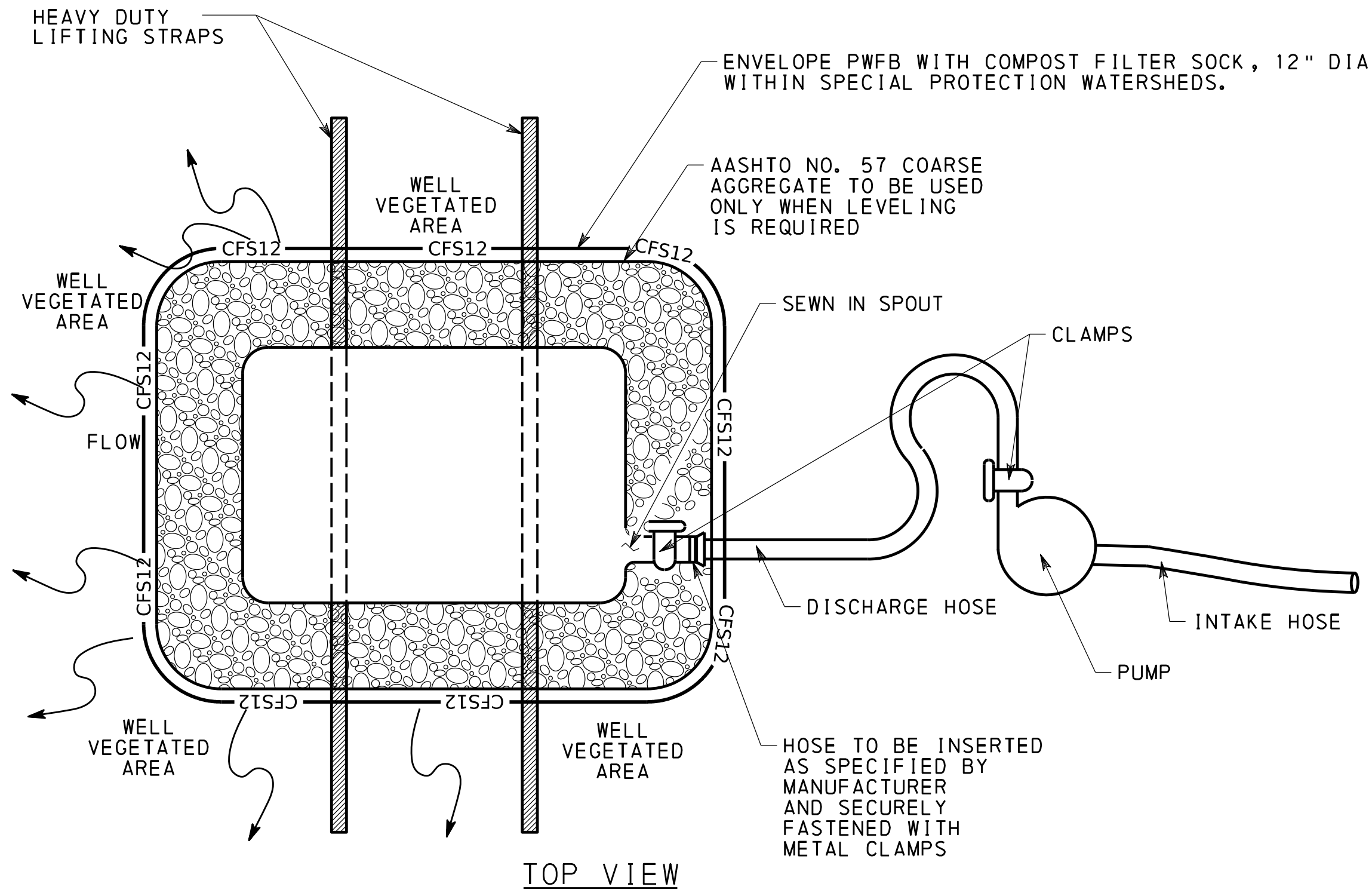
CLEAN FILL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE: FILL MATERIALS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE STILL QUALIFIES AS CLEAN FILL PROVIDED THE TESTING REVEALS THAT THE FILL MATERIAL CONTAINS CONCENTRATIONS OF REGULATED SUBSTANCE THAT ARE BELOW THE RESIDENTIAL LIMITS OF TABLE FP-1A AND FP-1B FOUND IN THE DEPARTMENT'S POLICY "MANAGEMENT OF FILLS";

ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM FP-001 TO CERTIFY THE ORIGIN OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUALIFY THE MATERIAL AS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL.



NO.	DATE	REVISION
<div><div><div><div><div></div><div>McCORMICK TAYLOR</div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div></div><div><div><div>BERKS ROAD BRIDGE REPLACEMENT PROJECT</div><div>BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div></div></div></div>		
EROSION AND SEDIMENT CONTROL PLAN		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/12/2025 SHEET: 2 OF 9

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12/11/2025

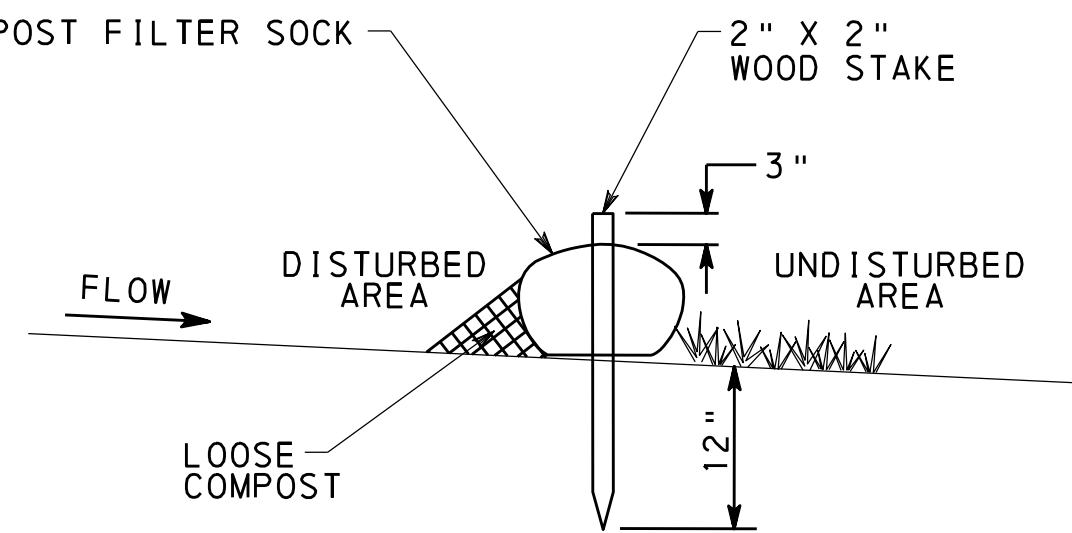
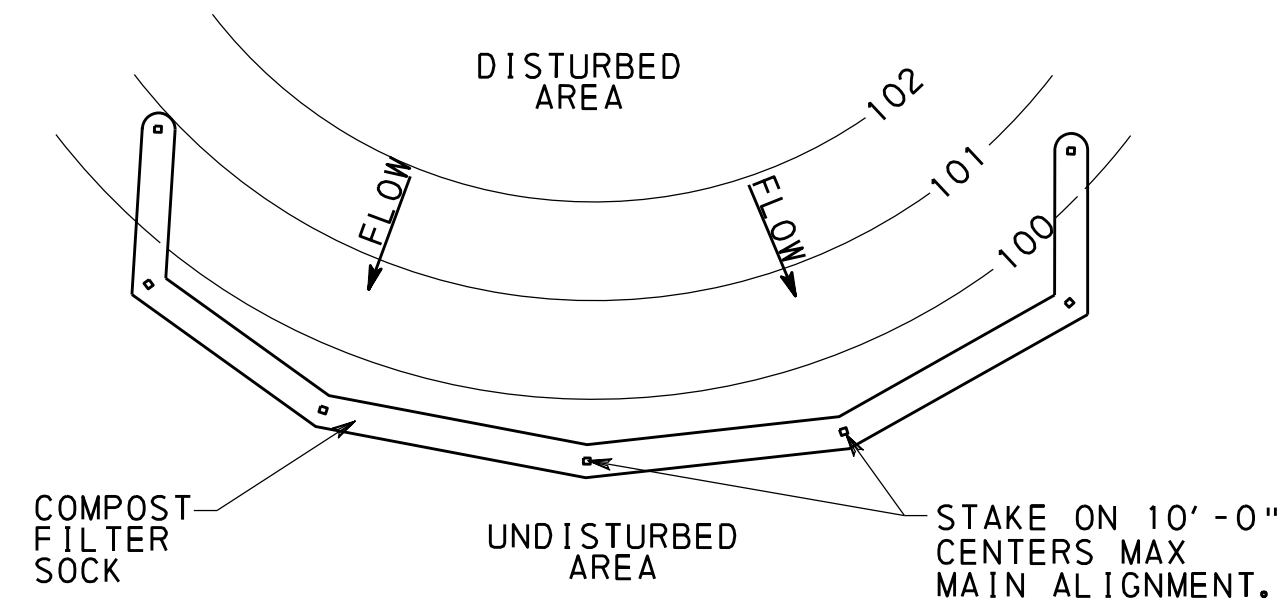


NOTES

1. LOCATE BAG IN LEVEL AREAS (LESS THAN 5% GRADE). WHEN LEVEL AREAS ARE NOT AVAILABLE, PLACE AASHTO NO. 57 COARSE AGGREGATE TO LEVEL THE BAG.
2. LOCATE BAG IN A WELL VEGETATED AREA. DISCHARGE ONTO A STABLE, EROSION RESISTANT AREA. WHEN VEGETATED AREA IS NOT AVAILABLE, PROVIDE A GEOTEXTILE (CLASS 4, TYPE A) LINED FLOW PATH TO A STABLE EROSION RESISTANT RECEIVING WATER COURSE OR A WELL VEGETATED AREA.
3. LOCATE BAG IN AN AREA ACCESSIBLE BY EQUIPMENT FOR MAINTENANCE AND REMOVAL PURPOSES.
4. DO NOT INSERT MORE THAN ONE HOSE INTO A BAG.
5. DO NOT PERMIT DISCHARGE FROM THE BAG TO DRAIN BACK INTO WORK OR ACCESS AREAS OF THE PROJECT.
6. DO NOT EXCEED A PUMPING RATE OF 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.
7. REPLACE THE BAG WHEN 50% OF THE SEDIMENT CAPACITY HAS BEEN FILLED AND/OR WHEN THERE IS A FAILURE. THE ADDITIONAL BAGS WILL BE PAID AS EACH.
8. REMOVE AND PROPERLY DISPOSE OF THE PUMPED WATER FILTER BAGS. RESTORE THE AREA IN ACCORDANCE WITH THE SPECIFICATIONS IN PUBLICATION 408. DO NOT CUT FILTER BAG OR DISTRIBUTE AND SEED SEDIMENT.
9. DO NOT PERMIT DISCHARGE FROM THE BAG TO DRAIN BACK INTO WORK OR ACCESS AREAS OF THE PROJECT.
10. ENVELOPE PWFB WITH 12" COMPOST FILTER SOCK WITHIN SPECIAL PROTECTION WATERSHEDS. REFER TO SEPARATE DETAILS FOR PROPER INSTALLATION TECHNIQUES.

PUMPED WATER FILTER BAG

PUMPED WATER FILTER BAG - ITEM 0855-0003
REPLACEMENT PUMPED WATER FILTER BAG - ITEM 0855-0004
NOT TO SCALE

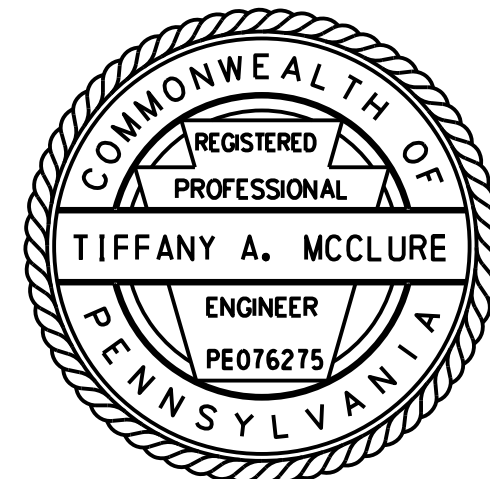



NOTES:

1. PLACE COMPOST FILTER SOCK AT EXISTING LEVEL GRADE. EXTEND BOTH ENDS OF THE SOCK AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN SOCK ALIGNMENT. DO NOT EXCEED THE MAXIMUM SLOPE LENGTH ABOVE ANY SOCK SHOWN ON FIGURE 4.2 IN THE DEP E&S MANUAL. STAKES MAY BE INSTALLED IMMEDIATELY DOWNSLOPE OF THE SOCK IF SO SPECIFIED BY THE MANUFACTURER.
2. DO NOT PERMIT TRAFFIC TO CROSS FILTER SOCKS.
3. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-HALF THE HEIGHT OF THE EXPOSED COMPOST FILTER SOCK AND DISPOSED IN THE MANNER DESCRIBE ELSEWHERE IN THE PLAN.
4. INSPECT SOCKS WEEKLY AND AFTER EACH RUNOFF EVENT ≥ 0.25 INCH. REPAIR DAMAGED SOCKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
5. REPLACE BIODEGRADABLE FILTER SOCK AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. REPLACE POLYPROPYLENE SOCKS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
6. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, REMOVE STAKES. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOED. IN THE LATTER CASE, THE MESH WILL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.
7. REPLACE ALL UNDERCUTTING IMMEDIATELY WITH COMPACTED BACKFILL MATERIAL.

COMPOST FILTER SOCK, 12" DIAMETER

COMPOST FILTER SOCK, 12" DIAMETER - ITEM NO. 0867-0012
NOT TO SCALE



NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT</div> <div>BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
EROSION AND SEDIMENT CONTROL PLAN		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 3 OF 9

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12/11/2025

SEED SELECTION CRITERIA	
SEED OR MULCH TYPE	LOCATION AND/OR APPLICATION
FORMULA B RESIDENTIAL MIX*	RESIDENTIAL LAWN AREAS
FORMULA T TEMPORARY GRASS MIX	TEMPORARY SEEDING AREAS
STRAW MULCH	FORMULA B & T AREAS WITH LESS THEN 3:1 SLOPE
RECP - TYPE 2D**	FORMULA L & T AREAS WITH SLOPES 3:1 OR STEEPER

* PROVIDE TOPSOIL FURNISHED AND PLACED AT 4" DEPTH SPECIFIED FOR ALL LAWN, VEGETATED DITCHES, AND SCM BASIN INTERIOR AREAS - UNLESS OTHERWISE SPECIFIED.

** RECP = ROLLED EROSION CONTROL PRODUCT

SEEDING TABLE

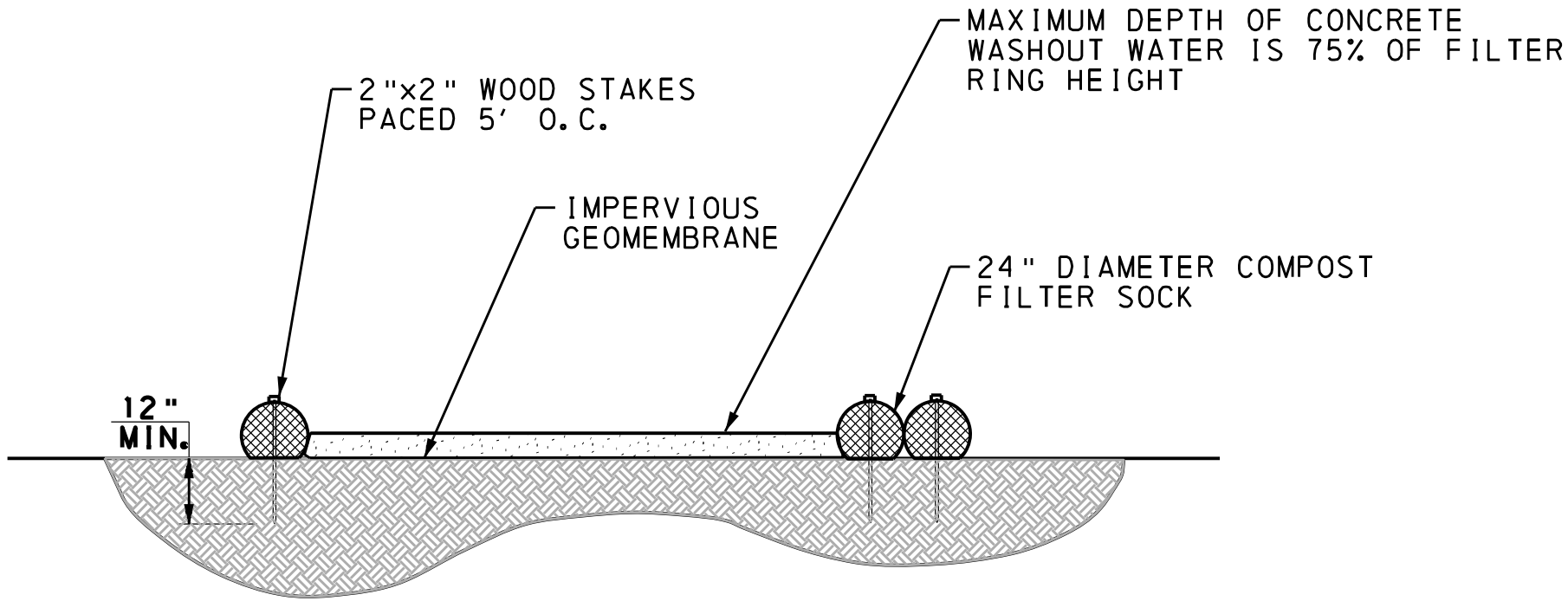
TYPE	TYPICAL SEED LOCATIONS	SEEDING DATES
FORMULA B MIXTURE	LAWNS/LANDSCAPED AREAS	MARCH 15 TO JUNE 1 AUGUST 1 TO OCTOBER 15
FORMULA T MIXTURE	TEMPORARY AREAS	MARCH 15 TO JUNE 1 AUGUST 1 TO OCTOBER 15

SEEDING NOTES

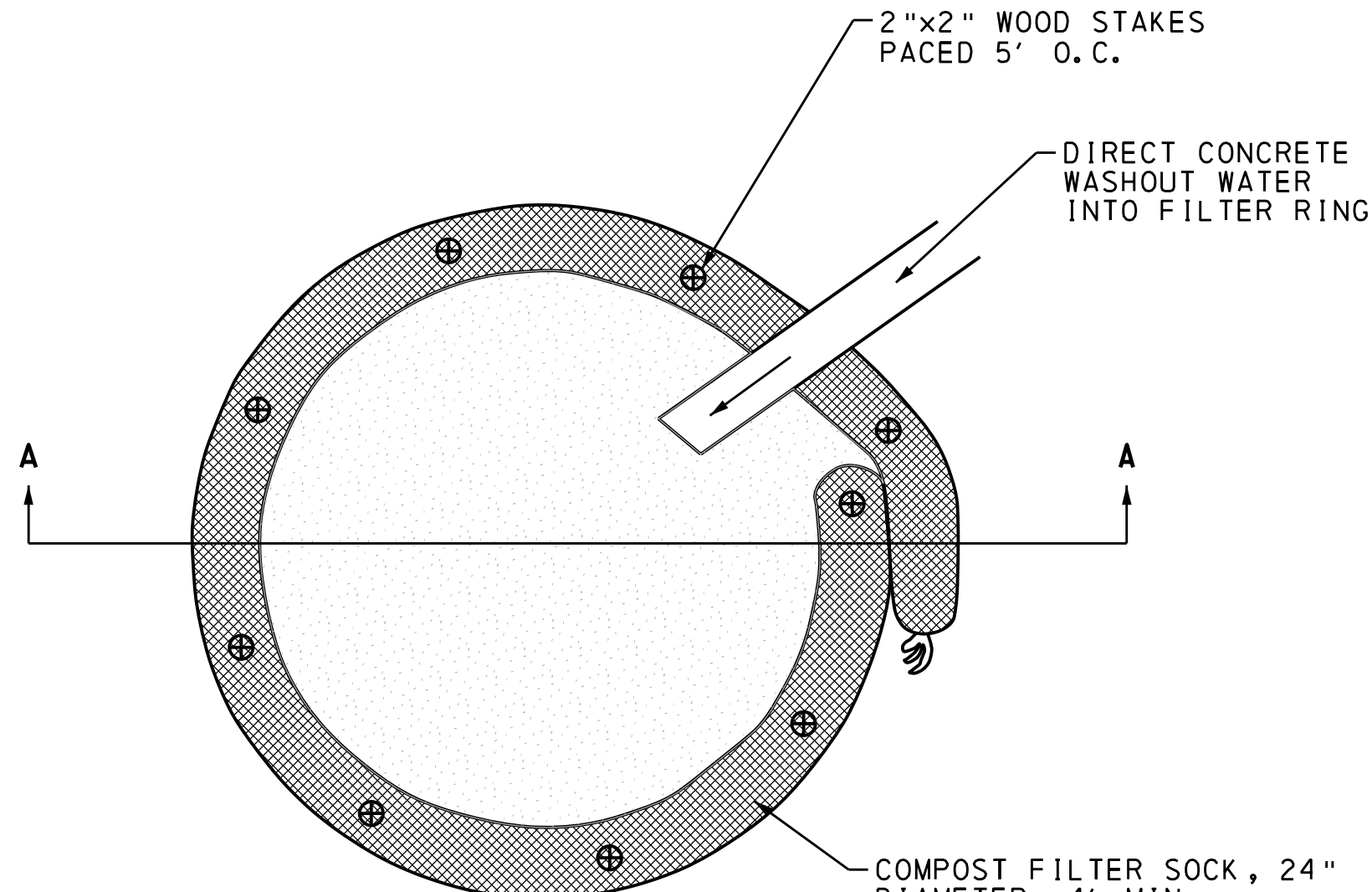
1. THE SEED AND MULCH TABLE IS PROVIDED AS A SUMMARY OF THE SEED MIX AND MULCH TYPES THAT ARE SPECIFIED FOR THIS PARTICULAR PROJECT. REFER TO PUBLICATION 408 FOR DESCRIPTIONS, MATERIALS, CONSTRUCTION, AND PAYMENT INFORMATION ASSOCIATED WITH EACH ITEM INDICATED ON THE TABLE ABOVE. SPECIFICALLY SECTION 804 FOR SEEDING AND SOIL SUPPLEMENTS, SECTION 805 FOR MULCHING, AND SECTION 806 FOR ROLLED EROSION CONTROL PRODUCTS. SHOULD THERE BE ANY DISCREPANCIES BETWEEN THE INFORMATION PROVIDED IN THIS TABLE AND THE SPECIFICATIONS, THE LATEST VERSION OF PUBLICATION 408 TAKES PRECEDENCE.
2. REFER TO TABULATIONS AND/OR TYPICAL ROADWAY SECTIONS FOR SPECIFIC LOCATIONS AND TYPES OF SEED/MULCH.
3. IF A STOCKPILE IS TO REMAIN FOR MORE THAN 2 WEEKS, SEED WITH TEMPORARY SEED MIXTURE (FORMULA T).
4. APPLY ROLLED EROSION CONTROL PRODUCT TO ALL AREAS THAT HAVE A SLOPE 3:1 OR STEEPER INCLUDING TEMPORARY LOCATIONS, WHICH REQUIRE VEGETATIVE STABILIZATION. REFER TO SEPERATE DETAILS IN THIS PLAN.
5. IF VEGETATION COVER IS LESS THAN 40% OF THE SOIL SURFACE, LIME, FERTILIZE, AND SEED IN ACCORDANCE WITH CURRENT RECOMMENDATION FOR NEW SEEDING. IF VEGETATION COVER IS MORE THAN 40% BUT LESS THAN 70% OF SOIL SURFACE, LIME, FERTILIZE, AND OVERSEED IN ACCORDANCE WITH CURRENT RECOMMENDATIONS. PROPERLY REPAIR SLIDES, SLUMPS AND ERODED AREAS PROMPLY IN ACCORDANCE WITH CURRENT RECOMMENDATIONS.

SEEDING & MULCHING TABLES

TOPSOIL FURNISHED AND PLACED - ITEM 0802-0032
SEEDING - FORMULA T TEMPORARY GRASS MIX, INCLUDING MULCH ITEM 0804-0032
SEEDING AND SOIL SUPPLEMENTS - FORMULA B RESIDENTIAL MIX - ITEM 0804-0036
MULCHING - STRAW - ITEM 0805-0022



SECTION A-A



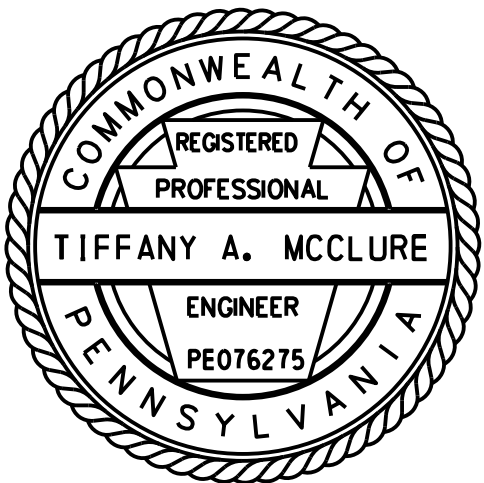
PLAN


NOTES:

1. LOCATE CONCRETE WASHOUT FACILITIES A MINIMUM OF 100 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES, AND WATERCOURSES, UNLESS DETERMINED INFEASIBLE BY THE RESIDENT ENGINEER. LOCATE EACH CONCRETE WASHOUT FACILITY AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS AREAS TO PREVENT DISTURBANCE OR TRACKING.
2. INSPECT THE CONCRETE WASHOUT DAILY. REMOVE ACCUMULATED MATERIALS WHEN THEY REACH 50% OF THE CAPACITY OF THE WASHOUT FACILITY.
3. DEACTIVATE AND REPAIR OR REPLACE DAMAGED OR LEAKING WASHOUT FACILITIES IMMEDIATELY.
4. ADEQUATE SIGNAGE MUST BE PROVIDED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
5. ALLOW MATERIALS COLLECTED IN THE WASHOUT FACILITY TO HARDEN AND DEWATER PRIOR TO REMOVAL. MATERIALS REMOVED FROM WASHOUT FACILITIES MUST BE DISPOSED OF IN ACCORDANCE WITH PADEP'S SOLID WASTE MANAGEMENT REGULATIONS.
6. PLACE WASHOUT FACILITIES IN AREAS WHERE SLOPES ARE 2% OR LESS.
7. SIZE (VOLUME) WASHOUT FACILITIES TO ADEQUATLY CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
8. 18" DIAMETER COMPOST FILTER SOCK MAY BE STACKED ONTO DOUBLE 24" DIAMETER COMPOST FILTER SOCKS IN A PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT AND STABILITY IF NECESSARY.
9. SUITABLE IMPERVIOUS GEOMEMBRANE LINER SHOULD BE PLACED AT THE LOCATION OF THE WASHOUT. ENSURE CONTINUOUS CONTACT OF THE SOCK WITH THE GEOMEMBRANE LINER AT ALL LOCATIONS.

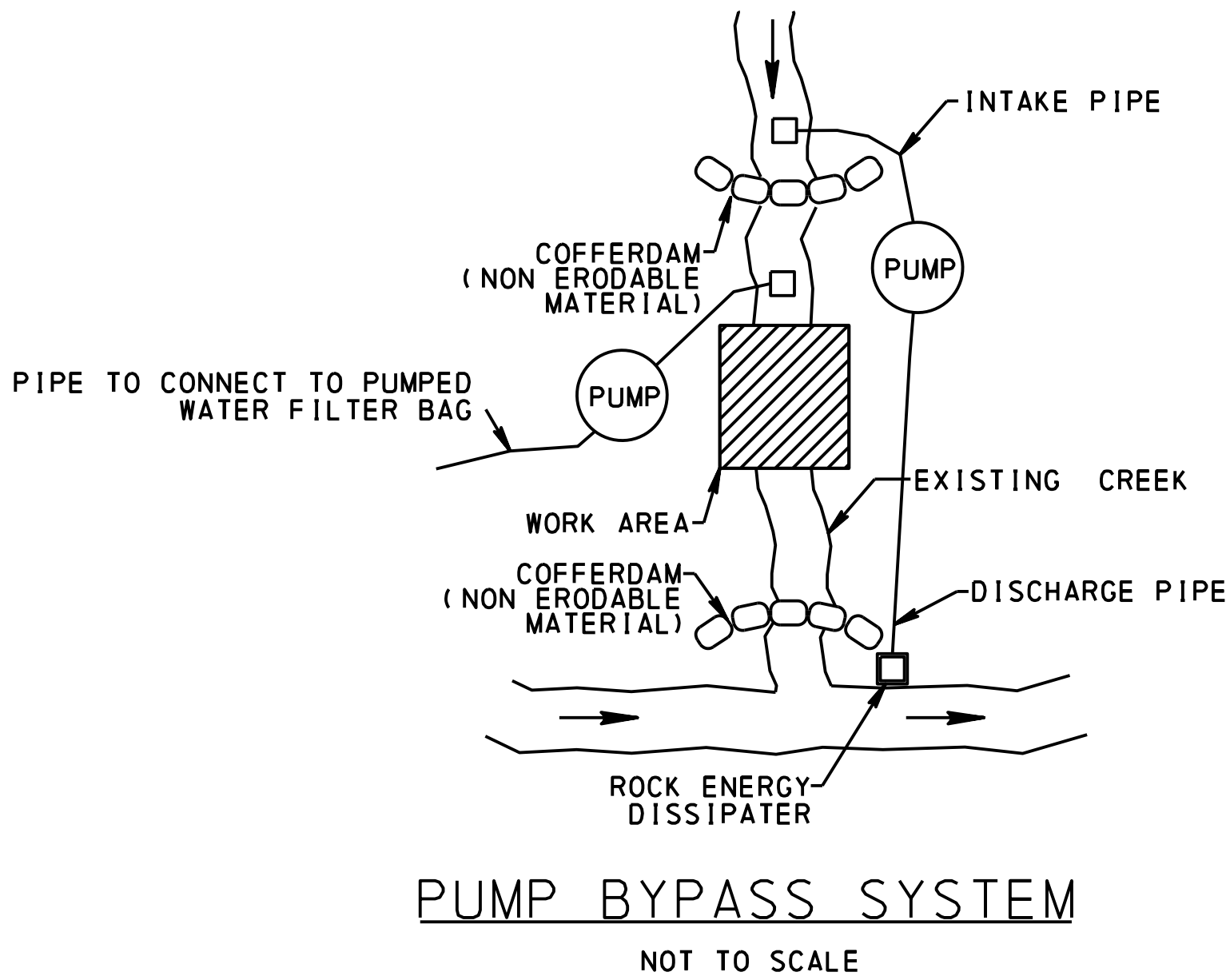
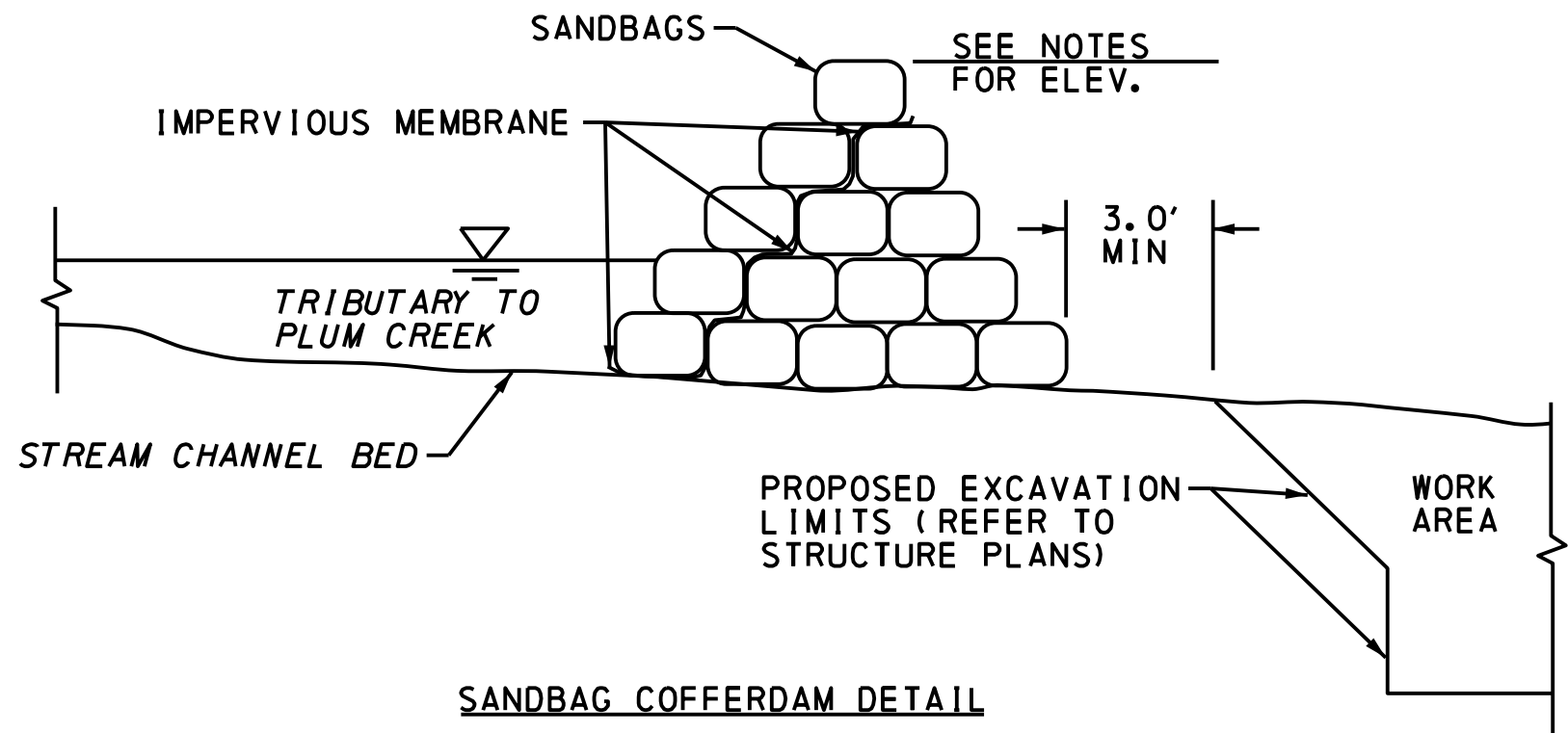
CONCRETE WASHOUT

CONCRETE WASHOUT FACILITY (INCIDENTAL TO CONTRACT ITEMS)
NOT TO SCALE



NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT</div> <div>BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
EROSION AND SEDIMENT CONTROL PLAN		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 4 OF 9

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12/11/2025

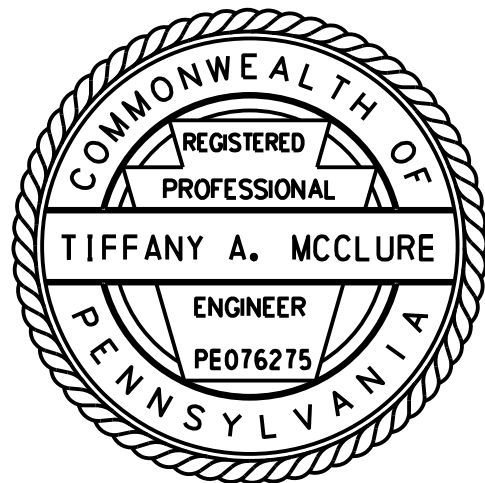



ESTIMATED QUANTITIES PUMP BYPASS SYSTEM (INCLUDED IN ITEM NO. 9000-0002) (INFORMATION ONLY)		
DESCRIPTION	UNIT	TOTAL
FLEXIBLE PIPE	LF	70
PUMP	EACH	1
ROCK ENERGY DISSIPATOR	EACH	1

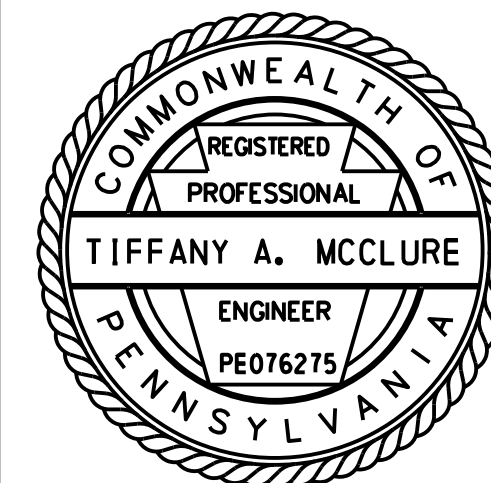
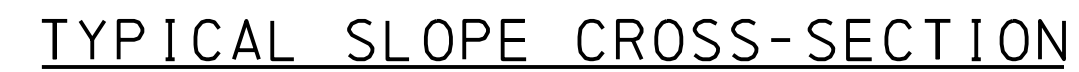
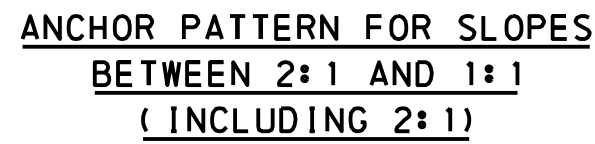
NOTES:

1. THE TEMPORARY STREAM DIVERSION IS REGULATED UNDER TITLE 25, CHAPTER 105 OF PENNSYLVANIA CODE AND MAY NOT BE MODIFIED WITHOUT A CHAPTER 105 PERMIT AMENDMENT.
2. THIS DIVERSION WAS DESIGNED UTILIZING AN ASSUMED 2-YEAR STORM FLOW OF 191 CFS. IT WAS NOT DESIGNED FOR ANY RAIN EVENT. THEREFORE, IT IS IMPERATIVE TO MONITOR THE WEATHER AND REMOVE ALL EQUIPMENT AND PERSONNEL FROM WITHIN THE DIVERSION LIMITS AND STREAM CHANNEL AREAS WHEN A RAIN EVENT IS FORECASTED.
3. THE HORIZONTAL LOCATIONS OF THE DIVERSIONS ARE INDICATED ON PLAN SHEETS IN THIS PLAN SET.
4. INSTALL STREAM DIVERSION FROM UPSTREAM TO DOWNSTREAM. REMOVE IT IN THE REVERSE ORDER.
5. MAINTAIN THE TEMPORARY STREAM DIVERSION THROUGHOUT ITS USE BY DAILY INSPECTIONS AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH. REPAIR/RESET TO RESTORE ITS FUNCTIONALITY IMMEDIATELY AS DIRECTED
6. WATER THAT ACCUMULATES WITHIN THE COFFERDAM AND WORK AREAS MUST BE PUMPED THROUGH A PUMPED WATER FILTER BAG.
7. RESTORE STREAM CHANNEL TO PRE-EXISTING GRADES BY UTILIZING THE NATURAL STREAM BED MATERIAL EXCAVATED FOR STRUCTURE WORK.

TEMPORARY STREAM DIVERSION
TEMPORARY STREAM DIVERSION - ITEM 9000-0002
NOT TO SCALE

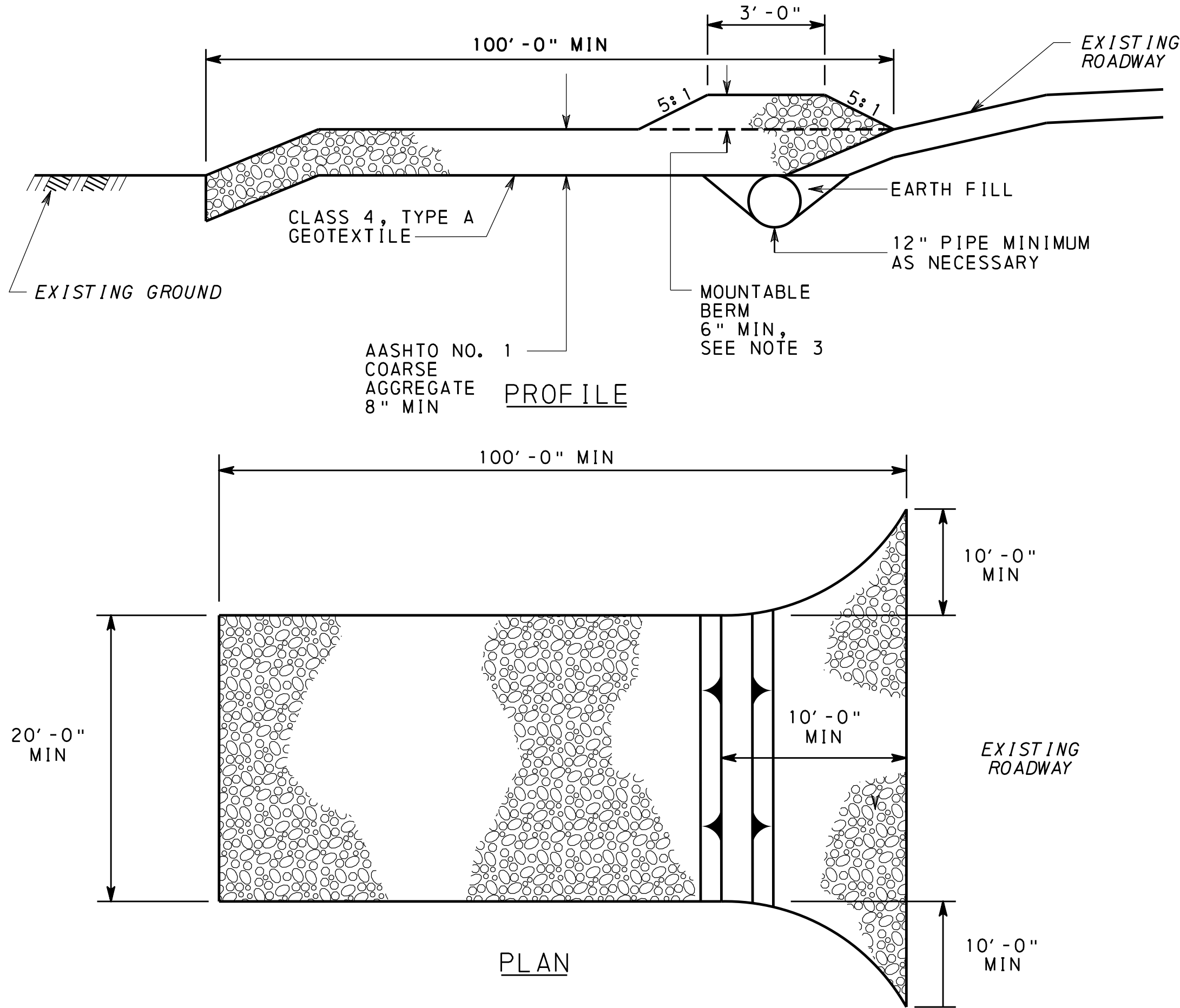


NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
EROSION AND SEDIMENT CONTROL PLAN		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 5 OF 9



JOB NO.: 11169.001	DRWN: CJH	DATE: 12/11/2025
SCALE: AS NOTED	CHKD: TAM	SHEET: 6 OF 9

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12/16/2025

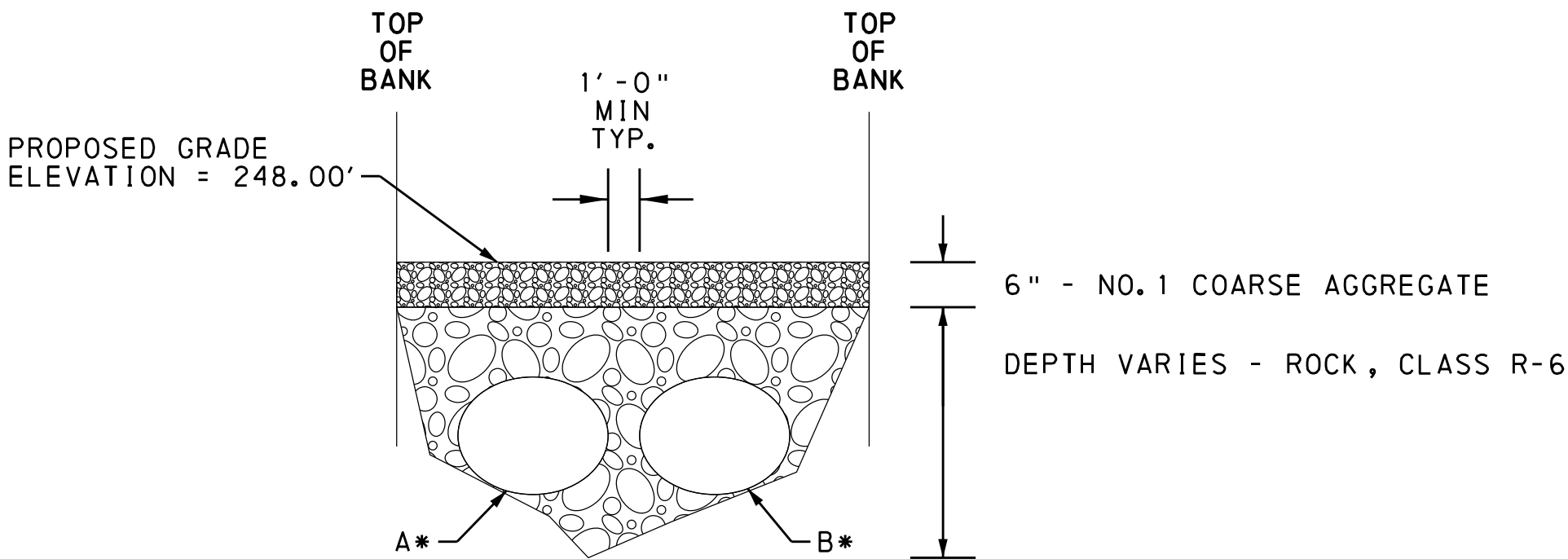


NOTES

1. INSPECT THE ENTRANCE DAILY AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH. REMOVE ALL SEDIMENT DEPOSITED ON THE PUBLIC ROADWAYS AND RETURN TO THE CONSTRUCTION SITE. WASHING OF THE ROADWAY WILL NOT BE PERMITTED.
2. MAINTAIN THE SPECIFIED ROCK CONSTRUCTION ENTRANCE THICKNESS. PLACE ADDITIONAL ROCK WHENEVER ROCK BECOMES CLOGGED WITH SEDIMENT.
3. MAINTAIN STOCKPILE OF AASHTO NO.1 COARSE AGGREGATE.
4. CONSTRUCT A MOUNTABLE BERM ONLY WHEN 6" MIN COVER CANNOT BE PROVIDED OVER THE PIPE.
5. SATISFACTORILY REMOVE MATERIALS AS PER SPECIFICATION IN SECTION 849 WHEN ROCK CONSTRUCTION ENTRANCE IS NO LONGER NEEDED.
6. PROVIDE GEOTEXTILE MATERIAL MEETING THE REQUIREMENTS OF PUBLICATION 408, SECTION 735. FURNISH AND INSTALL IN ACCORDANCE WITH SECTION 212. PROVIDE GEOTEXTILE ALONG ALL INTERFACE AREAS WITH GROUND CONTACT.
7. CONSTRUCT ROCK CONSTRUCTION ENTRANCE WITHIN THE RIGHT-OF-WAY OR EASEMENT AREAS. ENTRANCE MAY BE CONSTRUCTED ON A SKEW IF ADEQUATE PULL OUT SIGHT DISTANCE IS AVAILABLE.

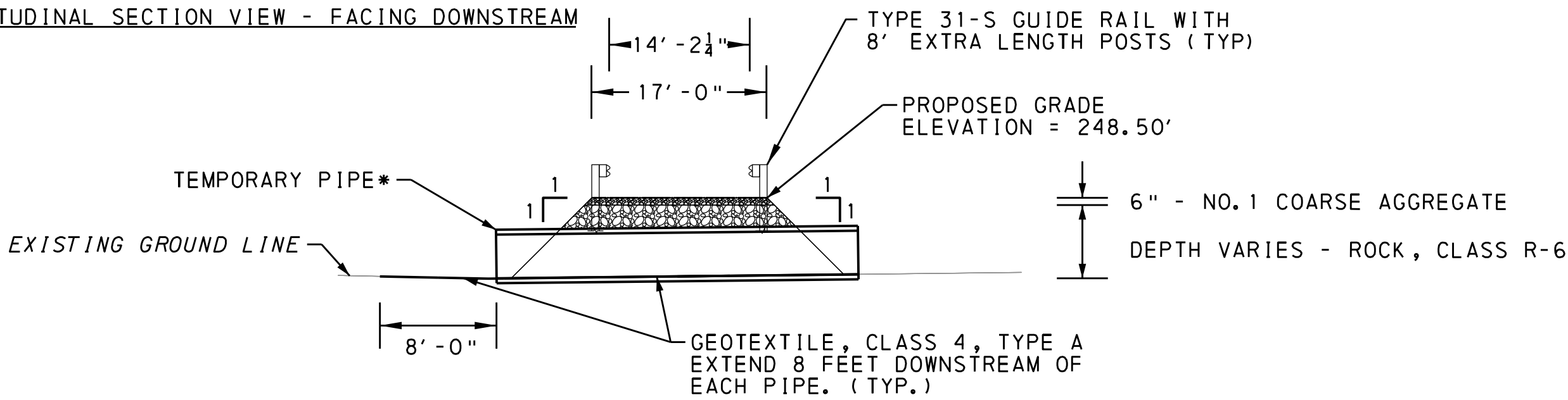
ROCK CONSTRUCTION ENTRANCE
ROCK CONSTRUCTION ENTRANCE - ITEM 0849-0010
NOT TO SCALE

TEMPORARY STREAM CROSSING PIPE SCHEDULE				
PIPE	PIPE HEIGHT (IN)	PIPE WIDTH (IN)	INVERT IN	INVERT OUT
A	45"	29"	242.90	242.60
B	45"	29"	242.90	242.62



* = SEE PIPE SCHEDULE FOR PIPE INVERTS.

LONGITUDINAL SECTION VIEW - FACING DOWNSTREAM



* = SEE PIPE SCHEDULE FOR PIPE INVERTS.

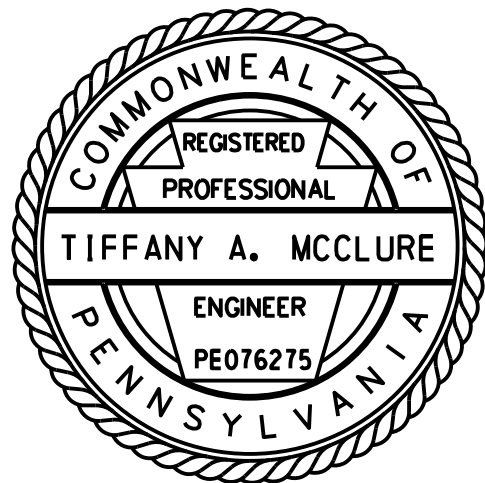
TYPICAL CROSS SECTION VIEW

NOTES:

1. EXTEND PIPES 1.0' BEYOND THE TOE OF THE FILL SLOPE.
2. MAINTAIN THE TEMPORARY STREAM CROSSING THROUGHOUT ITS USE BY DAILY INSPECTIONS AND AFTER EACH RAINFALL EVENT ≥ 0.25 INCH. REPAIR/RESET TO RESTORE ITS FUNCTIONALITY IMMEDIATELY AS DIRECTED.
3. REPAIR DAMAGED PIPES WITHIN 24 HOURS OF THE INSPECTION AND BEFORE ANY SUBSEQUENT USE.
4. REMOVE SEDIMENT DEPOSITS ON THE TEMPORARY STREAM CROSSING. DISPOSE OF ALL MATERIAL PROPERLY AND STABILIZE ALL DISTURBED AREAS.
5. CONSTRUCT TEMPORARY STREAM CROSSING 17' WIDE WITH 1:1 FILL SLOPES.
5. TRIBUTARY TO PLUM CREEK 2-YEAR STORM FLOW IS ESTIMATED AT 191 CFS. THE TEMPORARY PIPES ARE DESIGNED TO CONVEY A 2-YEAR STORM WITH A SMALL BUFFER BEFORE THE STREAM ACCESS WILL OVERTOP. CONTRACTOR SHOULD MONITOR WEATHER AND STREAM FOR CHANGING CONDITIONS AND REMOVE EQUIPMENT FROM TEMPORARY STREAM CROSSING AND STREAM AREA IF INCREASED STREAM FLOWS ARE ANTICIPATED.
6. INSTALL GEOTEXTILE ON TOP OF THE STREAM BED PRIOR TO PLACING ROCK WITHIN STREAM CHANNEL. EXTEND THE GEOTEXTILE 8 FEET DOWNSTREAM OF EACH PIPE FOR THE TEMPORARY SCOUR PROTECTION. SATISFACTORILY SECURE THE GEOTEXTILE TO THE STREAM BED.

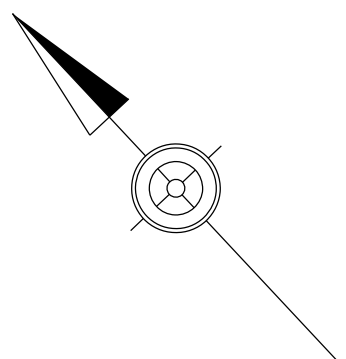
TEMPORARY STREAM CROSSING

TEMPORARY STREAM CROSSING - ITEM 9000-0001
NOT TO SCALE



REVISION		
NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div>BERKS ROAD BRIDGE REPLACEMENT PROJECT</div> <div>BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div>		
EROSION AND SEDIMENT CONTROL PLAN		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/16/2025 SHEET: 7 OF 9

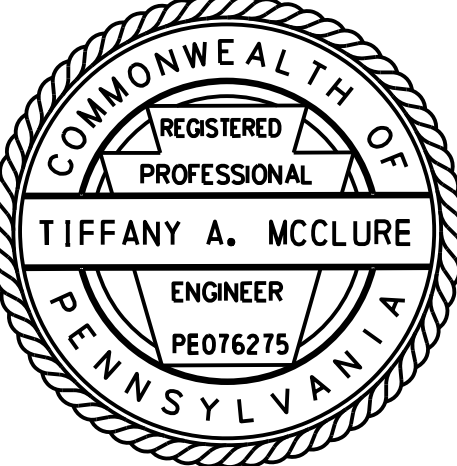
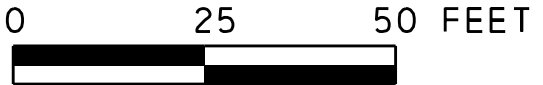
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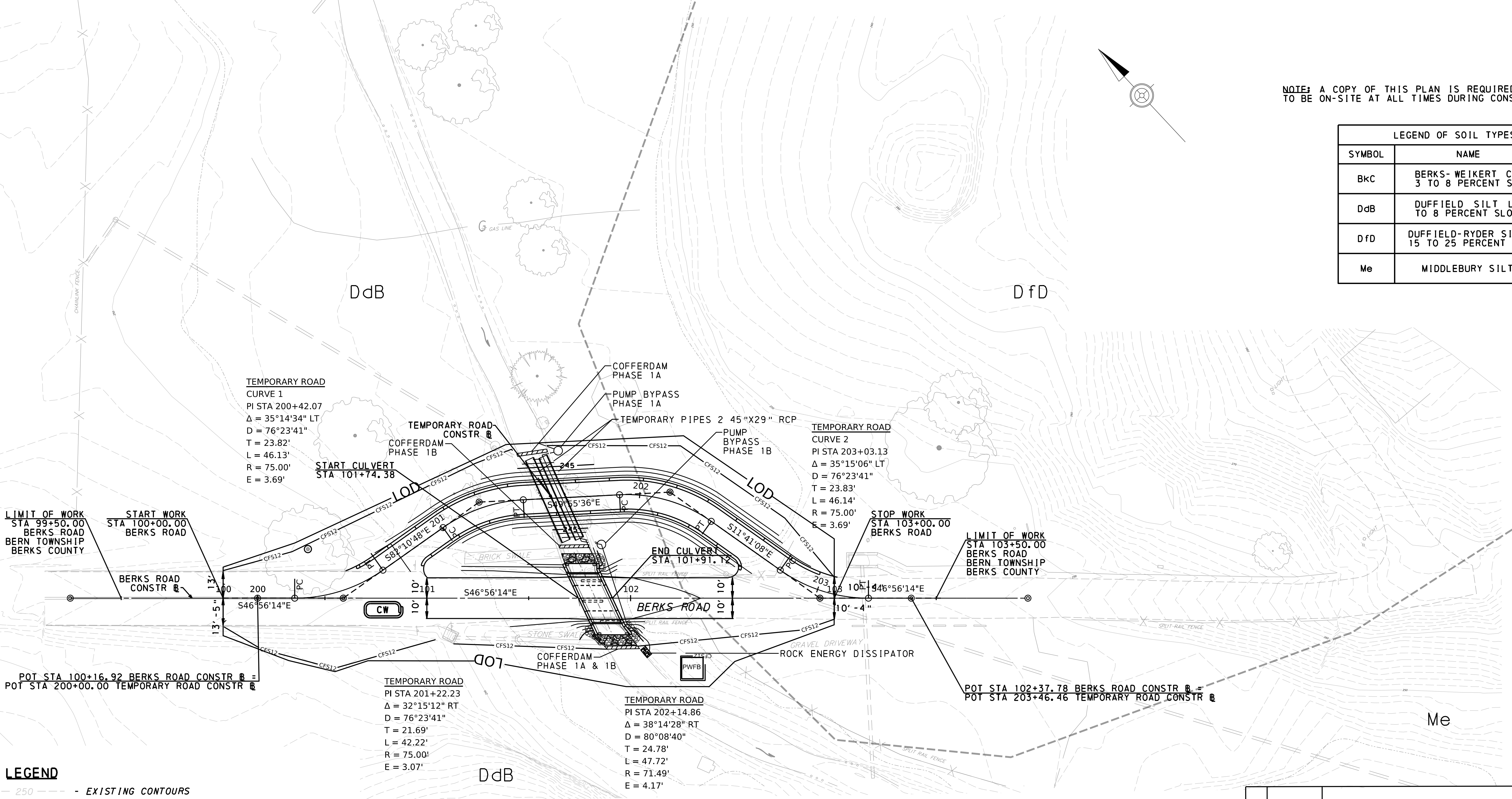
NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

LEGEND OF SOIL TYPES	
SYMBOL	NAME
BkC	BERKS- WEIKERT COMPLEX, 3 TO 8 PERCENT SLOPES
DdB	DUFFIELD SILT LOAM, 3 TO 8 PERCENT SLOPES
DfD	DUFFIELD-RYDER SILT LOAMS, 15 TO 25 PERCENT SLOPES
Me	MIDDLEBURY SILT LOAM

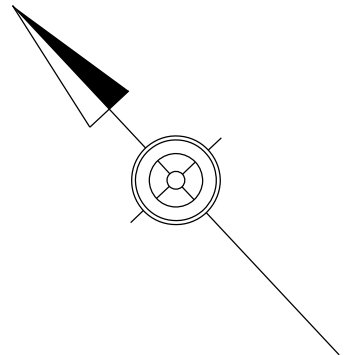
- LEGEND**
- - - 250 - - - EXISTING CONTOURS
 - 250 — PROPOSED CONTOURS
 - ... EXISTING STREAM CHANNEL
 - LOD — LIMIT OF DISTURBANCE
 - CFS12 — 12" DIA COMPOST FILTER SOCK
 - PROPOSED GUIDE RAIL
 - - - SOIL BOUNDARY
 - TEMPORARY COFFERDAM
 - CW CONCRETE WASHOUT
 - ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL
 - PWFB PUMPED WATER FILTER BAG



NO.			DATE			REVISION		
			Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500			BERKS ROAD BRIDGE REPLACEMENT PROJECT BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA		
EROSION AND SEDIMENT CONTROL PLAN								
JOB NO.: 11169.001			DRWN: CJH			DATE: 12/11/2025		
SCALE: AS NOTED			CHKD: TAM			SHEET: 8 OF 9		



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12/11/2025



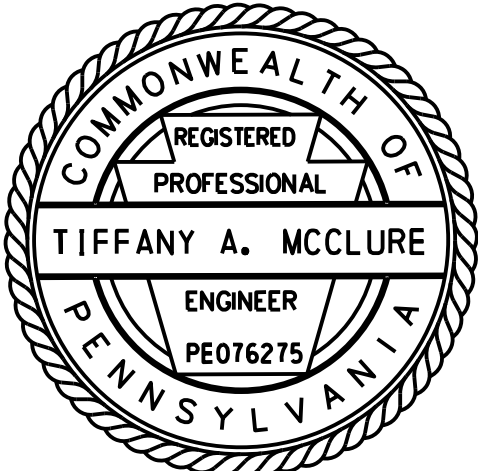
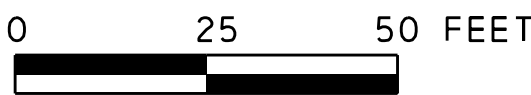
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LEGEND OF SOIL TYPES	
SYMBOL	NAME
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DdB	DUFFIELD SILT LOAM, 3 TO 8 PERCENT SLOPES
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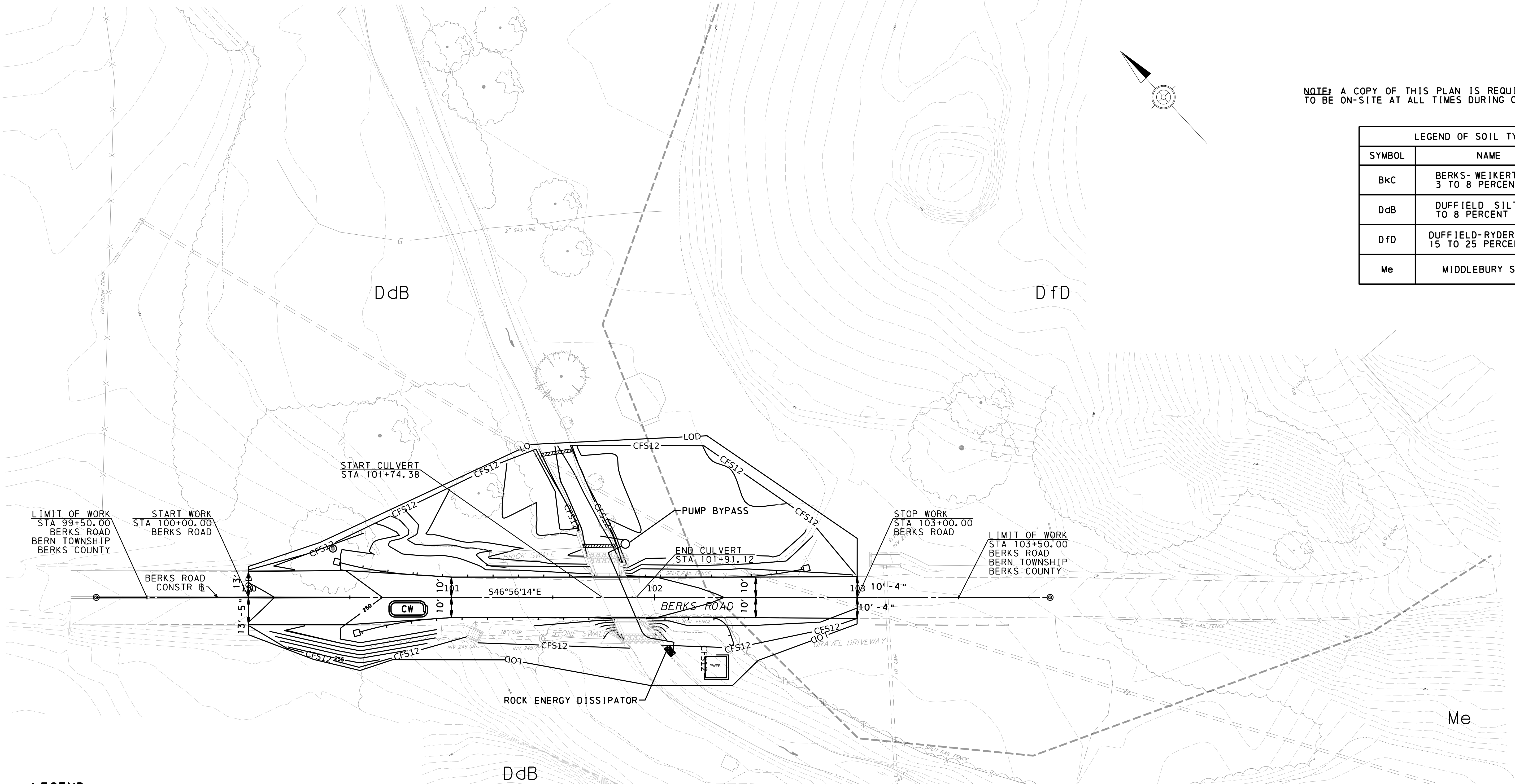
LEGEND

- 200 - EXISTING CONTOURS
- 250 - PROPOSED CONTOURS
- ... - EXISTING STREAM CHANNEL
- LOD - LIMIT OF DISTURBANCE
- CFS12 - 12" DIA COMPOST FILTER SOCK
- - - - - SOIL BOUNDARY
- - - - - TEMPORARY COFFERDAM
- CW - CONCRETE WASHOUT
- - - - - ROCK, CLASS R-7 CHOKED WITH NATURAL STREAMBED MATERIAL
- PWPB - PUMPED WATER FILTER BAG

SCALE



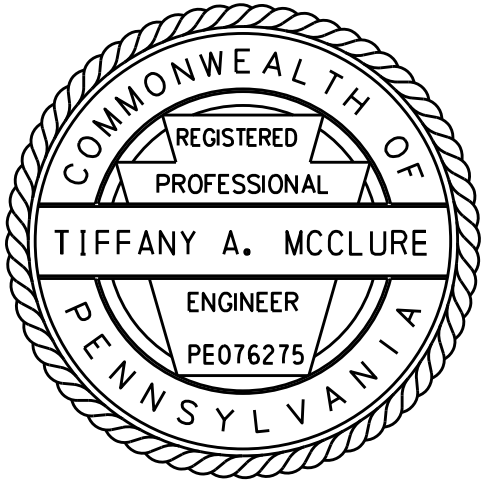
REVISION		
NO.	DATE	REVISION
<div><div></div><div>Eagleview Corporate Center 600 Eagleview Boulevard Suite 200 Exton, PA 19341 (610) 640-3500</div></div>		
<div><div><div>BERKS ROAD BRIDGE REPLACEMENT PROJECT</div><div>BERKS ROAD OVER TRIBUTARY TO PLUM CREEK BERN TOWNSHIP BERKS COUNTY, PENNSYLVANIA</div></div><div>EROSION AND SEDIMENT CONTROL PLAN</div></div>		
JOB NO.: 11169.001 SCALE: AS NOTED	DRWN: CJH CHKD: TAM	DATE: 12/11/2025 SHEET: 9 OF 9



DIST.	COUNTY	ROUTE	SECT.	PRELIM. BK. NO.	FINAL BK. NO.	SHEET NO.
5-0	BERKS	BERKS				1 OF 4

BERKS COUNTY
BERKS ROAD
STATION 100+00.00 TO 103+00.00
CROSS SECTIONS

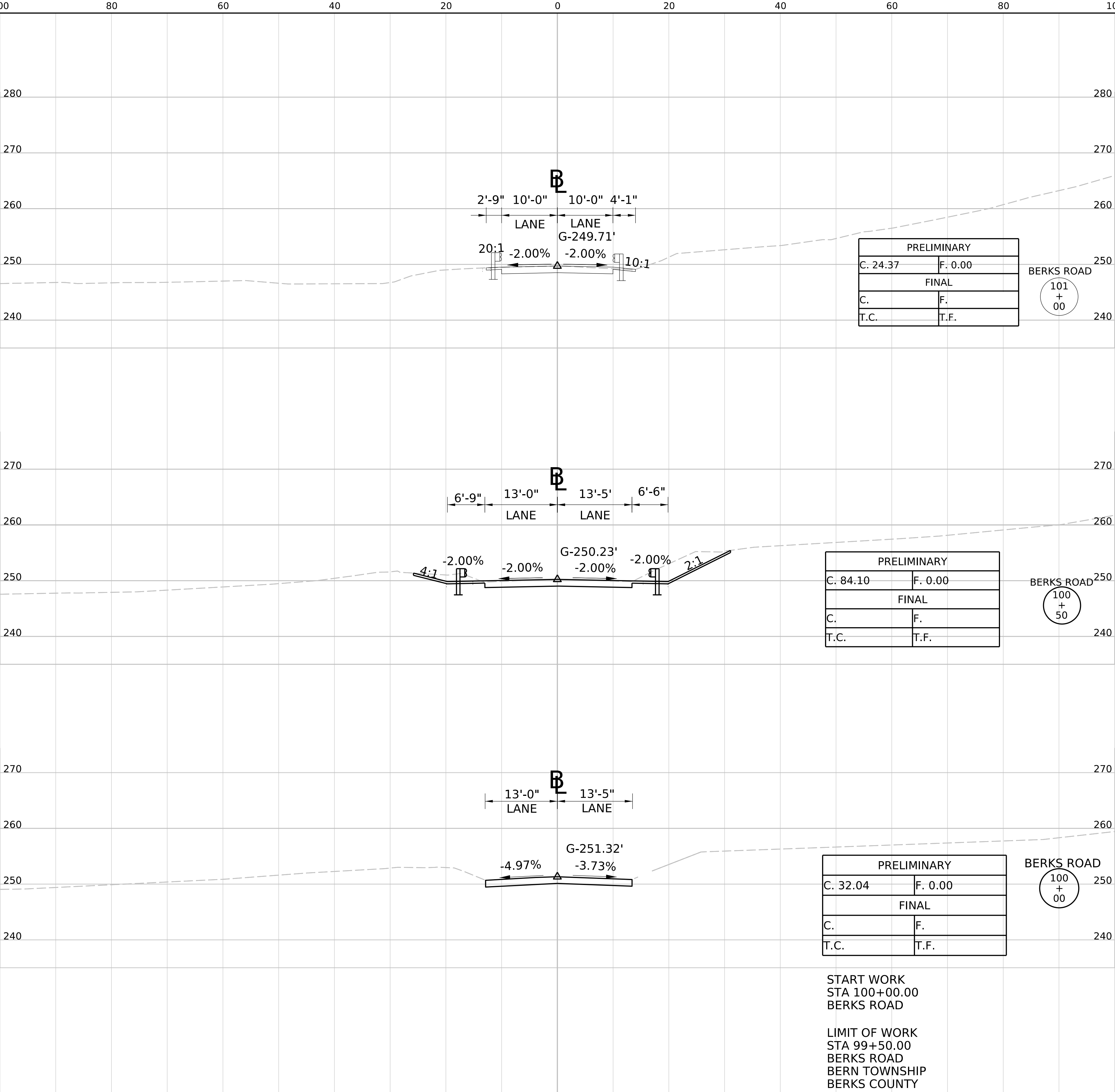
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TEMPLATE BY _____
AREA BY _____
FINALS PLATTED BY _____
FINALS CHECKED BY _____
AREA BY _____
AREA CHECKED BY _____
APPLICATION NO. _____
ROUTE NO. _____
ORIGINAL PLATTED BY _____



OPERATOR: cjhell
FILE NAME: pw://mt-pw.bentley.com:mt-pw-01/Documents/Projects/Pennsylvania/County of Berks/11169_PA_BrksCo_BerksRdPlum/300_CADD/Design_Proposed/pr_xsec.dgn
PLOTTED: 11-DEC-2025 14:48

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
CROSS SECTIONS
SCALE: 1 INCH = 10 FEET

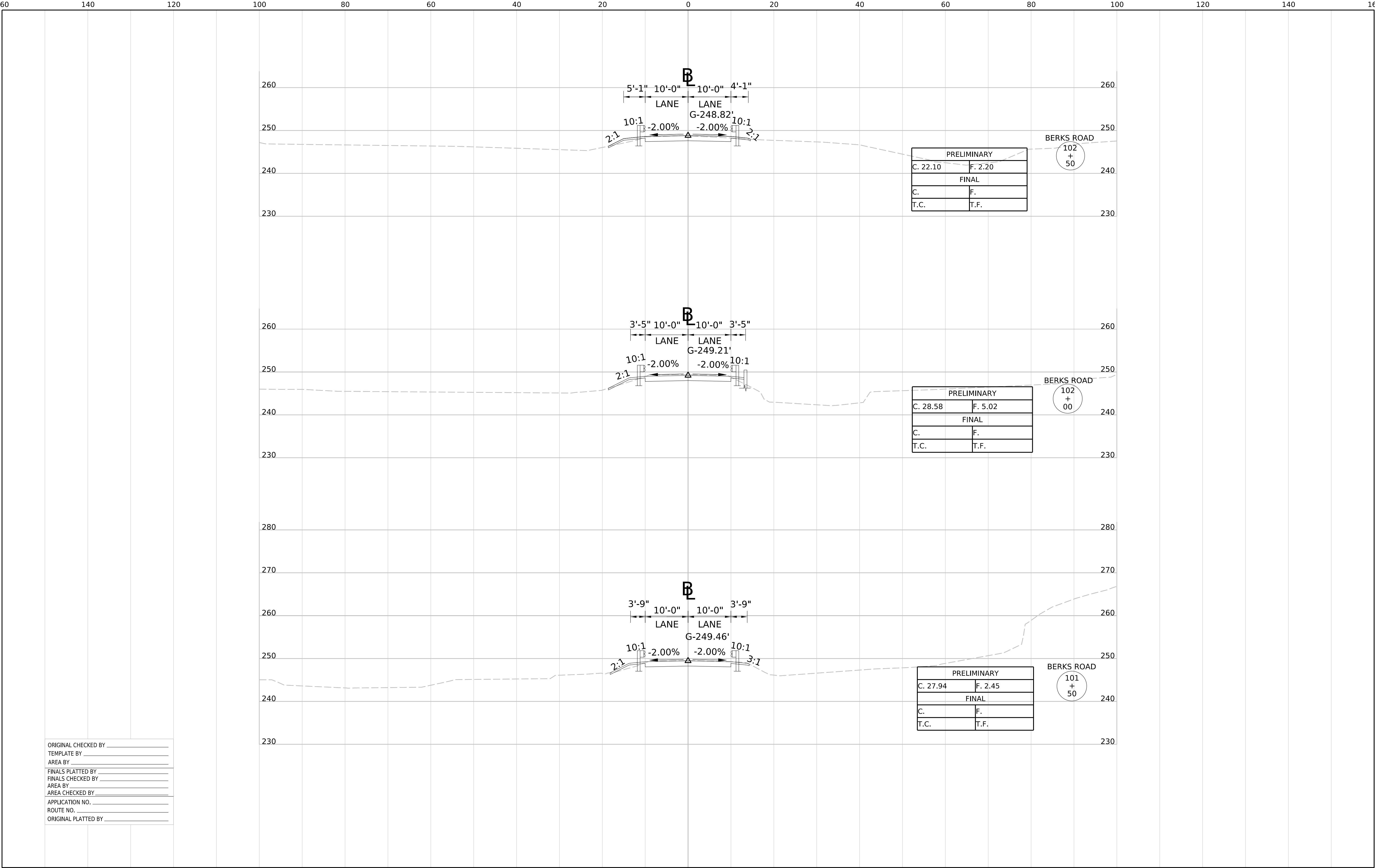
DIST.	COUNTY	ROUTE	SECT.	PRELIM. BK. NO.	FINAL BK. NO.	SHEET NO.
5-0	BERKS	BERKS				2 OF 4



OPERATOR: cjhell
FILE NAME: pw://mt-pw.bentley.com:mt-pw-01/Documents/Projects/Pennsylvania/County of Berks/11169_PA_BrksCo_BerksRdPlum/300_CADD/Design_Proposed/pr_xsec.dgn
PLOTTED: 11-DEC-2025 14:48

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
CROSS SECTIONS
SCALE: 1 INCH = 10 FEET

DIST.	COUNTY	ROUTE	SECT.	PRELIM. BK. NO.	FINAL BK. NO.	SHEET NO.
5-0	BERKS	BERKS				3 OF 4



ORIGINAL CHECKED BY _____
TEMPLATE BY _____
AREA BY _____
FINALS PLATTED BY _____
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AREA CHECKED BY _____
APPLICATION NO. _____
ROUTE NO. _____
ORIGINAL PLATTED BY _____

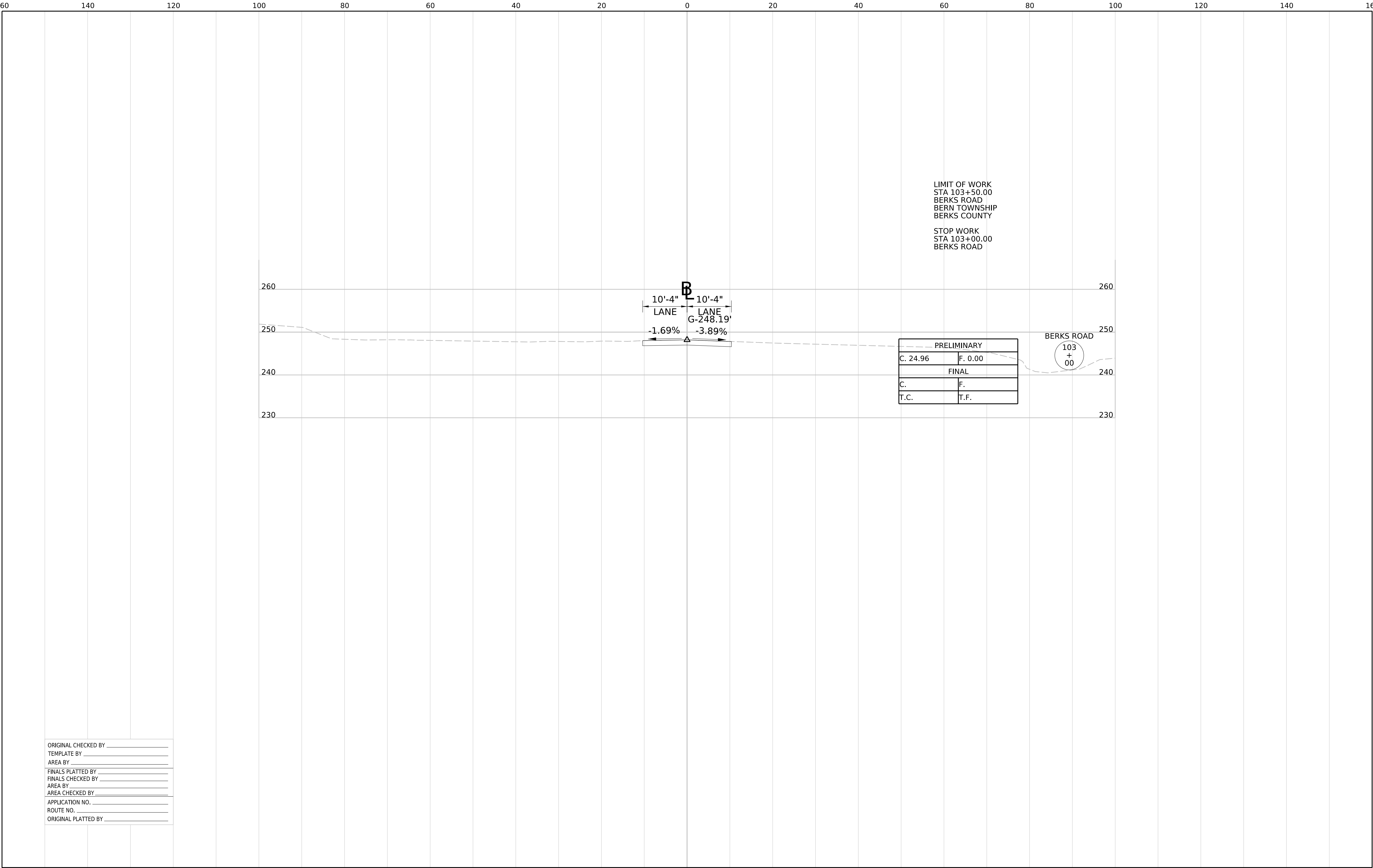
OPERATOR: djheil

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PLOTTED: 11-DEC-2025 14:49

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
CROSS SECTIONS
SCALE: 1 INCH = 10 FEET

DIST.	COUNTY	ROUTE	SECT.	PRELIM. BK. NO.	FINAL BK. NO.	SHEET NO.
5-0	BERKS	BERKS				4 OF 4



ORIGINAL CHECKED BY _____
TEMPLATE BY _____
AREA BY _____
FINALS PLATTED BY _____
FINALS CHECKED BY _____
AREA BY _____
AREA CHECKED BY _____
APPLICATION NO. _____
ROUTE NO. _____
ORIGINAL PLATTED BY _____

APPENDIX C - PREVAILING WAGE

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	Berks Road over Tributary to Plum Creek
General Description:	This project consists of the removal and replacement of the existing Berks Road bridge that carries Berks Road over an unnamed tributary to Plum Creek. The existing structure is to be replaced with a culvert, additional approach roadway work to be included as a part of this project. The bridge is located in and owned by Berks County.
Project Locality	Bern Township
Awarding Agency:	County of Berks
Contract Award Date:	3/1/2025
Serial Number:	26-00361
Project Classification:	Highway
Determination Date:	1/14/2026
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: 26-00361 - 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: 26-00361 - 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 - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
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

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-00361 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
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: 26-00361 - 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: 26-00361 - 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: 26-00361 - 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 - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
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 fixture or is otherwise affixed to the real estate whether or not damage would be

APPENDIX “D”

ACT NO. 45-1998 (72 P.S. § 7201 ET SEQ.)

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).

<div style="display: flex; justify-content: space-between;"> <i>Signature</i> <i>Date</i> </div>
<i>Name (Printed)</i>
<i>Title of Certifying Official (Printed)</i>
<i>Contractor/Grantee Name (Printed)</i>