

COUNTY OF BERKS

Invitation to Bid #20-19-GR

for

Guide Rail Improvements – Bridges 34B and 35A

Issued on October 5, 2020

Pre-Bid Conference:

**Wednesday, October 14, 2020, 10:00 A.M. Local Prevailing Time
Refer to Section One, Paragraph 1.C for details.**

Submittal Deadline:

**Tuesday, November 10, 2020, 2:00 P.M. Local Prevailing Time
Refer to Section One, Subsection 4 for submittal instructions.**

Opening Date/Time:

Tuesday, November 10, 2020, 2:15 P.M. Local Prevailing Time

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

George Rodrigues

Tel: 610-478-6168 ext. 6270 Fax: 610-898-7404

Email: grodrigues@countyofberks.com

**Mailing Address: Purchasing Department, 13th Floor, Berks County Services Center,
633 Court Street, Reading, PA, 19601**

Engineer for this Project is:

McCormick Taylor, Inc.

Tel: 610-640-3500 Fax: N/A

This Invitation to Bid (ITB) package consists of 118 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

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SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1. BID DOCUMENT AVAILABILITY & PRE BID

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

B. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the County of Berks should the documents be incomplete, or upon finding discrepancies or omissions in the Bid Documents. Bidder shall be responsible for the completeness of their set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents subsequent to the award of Bid. All requests for clarifications must be in writing and received by the County of Berks no less than seven (7) days before Bid deadline. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and shall be forwarded to all known Bidders. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over original Bid Documents and shall be so honored by Bidders in preparing their Bids.

C. A pre-bid meeting will be held through a live broadcast using Microsoft Teams on Wednesday, October 14, 2020, beginning promptly at 10:00 A.M. Bidders may participate in the pre-bid meeting through the URL shown below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTA3OWExMjctMTEwNi00ODg1LWE2ZDAtMDMwZjA1ZTMxZjg5%40thread.v2/0?context=%7b%22Tid%22%3a%22f5d90629-52f9-4673-b795-45b53bad5ad3%22%2c%22Oid%22%3a%223c4f8dcc-0068-47c3-9b9a-e25fe85d8768%22%2c%22IsBroadcastMeeting%22%3atru%7d

Refer to Appendix E for detailed instruction on how to participate in the pre-bid meeting through a Microsoft Teams Live Event.

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,

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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 interchangeable.
- E. Contractor: Successful Bidder, i.e., Bidder to whom Contract is awarded.
- F. Project: Guide Rail Improvements – Bridges 34B and 35A
- 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:

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(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.

(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 certified check, bank cashier's check, trust company treasurer's check, or Bid Bond prepared on the form contained in the Bid Documents. If the Bid Security is in the form of a Bid Bond, it 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 Security 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. With the exception of the Bid Security accompanying the lowest proposal, Bid Security in the form of Bid Bonds will be returned upon Bidder's request on or after sixty (60) calendar days following the opening of Bids. Bid Security 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

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

5. STANDARD OF QUALITY

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

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

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

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

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

6. MODIFICATION AND WITHDRAWAL

A. Bids may not be modified after submittal.

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

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

7. OPENING OF BIDS

Bids will be opened publicly at 2:15 P.M., local prevailing time, on Tuesday, November 10, 2020 (“Bid Opening”), in order to provide public access while also respecting the need for social distancing as a result of COVID 19 the only manner in which to attend the proposal opening shall be through a live broadcast using Microsoft Teams. A summary of Bids received (company name and Bid price) will be posted on the Purchasing Department page of the County’s website (www.countyofberks.com). The public may participate in the opening of this request for proposals through the URL shown below:

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https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGEwY2FjYTUtZDMyOC00MWQ0LWE1YmMtY2U1YjFkNDAwYzll%40thread.v2/0?context=%7b%22Tid%22%3a%22f5d90629-52f9-4673-b795-45b53bad5ad3%22%2c%22Oid%22%3a%223c4f8dcc-0068-47c3-9b9a-e25fe85d8768%22%2c%22IsBroadcastMeeting%22%3atrue%7d

Refer to Appendix E for detailed instruction on how to participate in the opening through a Microsoft Teams Live event.

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.

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.

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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.

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.

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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 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

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

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

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

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

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- (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 aggregate which provides excess coverage over all underlying insurance policies.
- E. Contractor's Pollution Liability: \$1,000,000 each loss
\$1,000,000 aggregate
Coverage to be provided for pollution claims resulting from the operations of the Contractor and any Subcontractors, as well as any materials or supplies brought onto the jobsite. Policies to include coverage for Bodily Injury, Property Damage, and Cleanup Costs. Including Mold Coverage and Asbestos Coverage

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

Prior to commencement of the performance of the Contract, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, its elected officials, agents, and employees as additional insureds for "ongoing operations" and "products and completed operations" for a period of three years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the**

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

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

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

17. FAMILIARITY WITH PROPOSED WORK

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

18. SAFETY DATA SHEETS; Right To Know Act

Each Bidder submitting a Bid for any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for which they submit a Bid, along with the Bid. Failure to include the material safety data sheets with the Bid will void the Bid for that particular material. The County reserves the right to reject Bids for products that contain hazardous materials if, in the County's discretion, the product is too

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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.

20. PREVAILING WAGE RATES

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

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

21. DISCRIMINATION PROHIBITED

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

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

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

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

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

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

22. STEEL PRODUCTS PROCUREMENT

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

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

23. CASH ALLOWANCES

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

24. PREVENTION OF ENVIRONMENTAL POLLUTION

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

25. EROSION CONTROL

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

26. BLASTING

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

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27. SITE EXCAVATION

The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS

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

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

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

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

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

29. FEES, PERMITS AND CERTIFICATIONS

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

30. TAX EXEMPT STATUS

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

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

- B. Assignment of Refund Rights.

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

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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 the Owner. The Owner or its representative shall be afforded access to, including the right to photocopy, all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Work, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by the law, after receipt of final payment.

D. Contracts with Subcontractors.

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

31. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS

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

32. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and 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

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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 must be completed within Ninety (90) Calendar Days of the issuance of Notice to Proceed. 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 specified work, remaining payment amount shall be made. Payments shall be subject to conditions of paragraph B hereof.	Semi-Annually
\$20,001 to \$50,000	Upon completion of 25%, 50% and 75% of work,	Quarterly

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	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.	
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 the Contractor and approved by the County. Payments shall be made only for work completed according to the Detailed Cost Breakdown. Five percent (5%) retainage shall be withheld by the County for all payments prior to final completion. Upon final completion to the satisfaction and acceptance by the County, in the County's sole and absolute discretion, final payment, including retainage, shall be made.

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

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

- (1) The Contractor's inability to produce evidence satisfactory to the County evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;
- (2) The existence of a dispute between the County and the Contractor regarding increased costs claimed by such Contractor; or

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

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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.

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

41. GOVERNING LAW.

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

42. CLAIMS AND DISPUTES.

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

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

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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 eight hundred eighty-five Dollars (\$885) per calendar day, for each calendar day of delay until the work is substantially complete at each phase of construction, subject to adjustments of the contract time as provided in the Contract Documents. In the event the Contractor or Surety litigates the validity of this provision or the assertion of liquidated damages, the Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages. This liquidated damages provision applies to each phase of construction. The County's right to receive liquidated damages shall be in addition to all other rights and remedies available to the County at law or in equity. The County shall have the right to deduct the total amount of liquidated damages for which the Contractor may be liable under this Paragraph 42(D) from any payments then or thereafter due the Contractor.

43. WAIVER OF CLAIMS.

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

44. TERMINATION OF CONTRACT.

Upon ten (10) days written notice to Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the County of such termination, Contractor shall cease operations as directed by the County in the notice; take actions necessary, or that the County may direct, for the protection

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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. 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 VIEW THE BID OPENING AS IT OCCURS. 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 #20-19-GR
Guide Rail Improvements – Bridges 34B and 35A

The **County of Berks** is accepting sealed bids from qualified bidders for Guide Rail Improvements to County owned bridges 34B and 35A. 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, Tuesday, November 10, 2020. Bids will be opened publicly at 2:15 P.M., on Tuesday, November 10, 2020. In order to provide public access while also respecting the need for social distancing as a result of COVID 19 the only manner in which to attend the bid opening will be through a live broadcast using Microsoft Teams. 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.co.berks.pa.us/Dept/Purchasing/Pages/InvitationstoBid\(ITB\)andRequestforProposals\(RFP\).aspx](https://www.co.berks.pa.us/Dept/Purchasing/Pages/InvitationstoBid(ITB)andRequestforProposals(RFP).aspx). Each bid must be accompanied by bid security in the amount and form specified in the Invitation to Bid (ITB) package.

A pre-bid conference will be held on Wednesday, October 14, 2020 beginning promptly at 10:00 A.M. Bidders shall participate through a live broadcast using Microsoft Teams. The Microsoft Teams URL for the pre-bid conference can be located within the ITB and on the following site under the listing for this specific ITB:

[https://www.co.berks.pa.us/Dept/Purchasing/Pages/InvitationstoBid\(ITB\)andRequestforProposals\(RFP\).aspx](https://www.co.berks.pa.us/Dept/Purchasing/Pages/InvitationstoBid(ITB)andRequestforProposals(RFP).aspx).

Bidders may obtain the ITB package via the following methods: (1) download the ITB package from the County's website www.countyofberks.com; (2) call the County's Purchasing Dept at 610-478-6168 to request the package to be sent via fax or email.

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.

Kelly A. Laubach, CPPB
Director of Contracts and Procurement
Tel: 610-478-6168

SECTION THREE TECHNICAL SPECIFICATIONS

1. Summary

This project consists of the installation of guide rail and associated safety features at two bridges located in and owned by Berks County. This work includes the installation of new guide rail or the replacement of existing, damaged guide rail sections and components along the roadway approaches, as indicated. The following locations are included as part of this contract:

- County Bridge No. 34B – Leaf Creek Bridge, carrying Old Philadelphia Pike over Leaf Creek in Amity Township. The scope of work at this location consists of the removal of the existing, damaged guide rail end treatment at the southeast corner and the placement of a standard guide rail end treatment. In addition, the damaged bridge railing on the south side of the bridge will be removed and replaced.
- County Bridge No. 35A – Welfare Farm Bridge, carrying County Welfare Road over Plum Creek in Bern Township. The scope of work at this location consists of building up the existing stone masonry walls and the placement of standard guide rail bridge barrier attachments, transitions and end treatments at all four corners. Grading will be completed within the limits of the end treatment at the southeast corner for proper guide rail installation.

Access to adjacent properties must be maintained at all times. Temporary rock construction entrances shall be installed as needed to prevent dirt and sediment from being tracked onto public streets. 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

1. Project Duration: The Contractor shall have Ninety (90) Calendar Days from the date of the written Notice-To-Proceed to complete the project in accordance with the conditions, specifications and provisions as set forth in this contract. Reference Section 1 – Paragraph 42(D) of this document for information regarding liquidated damages liability.
2. 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.

SECTION THREE TECHNICAL SPECIFICATIONS

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.

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

ITEMS 0608-0001 and 0608-0002 MOBILIZATION

In accordance with Section 0608

ITEM 0619-0459 PERMANENT IMPACT ATTENUATING DEVICE, TYPE II,
TEST LEVEL 3, TANGENT (MASH)

In accordance with Section 0619

ITEM 0620-0010 TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER
TRANSITION WITHOUT INLET PLACEMENT

In accordance with Section 0620

**SECTION THREE
TECHNICAL SPECIFICATIONS**

ITEM 0620-0400 TERMINAL SECTION, SINGLE

In accordance with Section 0620

ITEM 0620-0503 REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S
PROPERTY)

In accordance with Section 0620

ITEM 0620-1600 TYPE 31-S GUIDE RAIL

In accordance with Section 0620

ITEM 0620-1601 TYPE 31-S GUIDE RAIL WITH 7' EXTRA LENGTH POSTS

In accordance with Section 0620

ITEM 0620-1625 TYPE 31-SC GUIDE RAIL

In accordance with Section 0620

ITEM 0620-1626 TYPE 31-SC GUIDE RAIL WITH 7' EXTRA LENGTH POSTS

In accordance with Section 0620

ITEM 0620-1670 TYPE 31-STRONG POST IN-LINE ANCHOR

In accordance with Section 0620

ITEM 0937-0113 GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/B)

In accordance with Section 0937

ITEM 0941-0001 RESET POST MOUNTED SIGNS, TYPE B

In accordance with Section 0941

ITEMS 0901-0001 and 0901-0002 MAINTENANCE AND PROTECTION OF
TRAFFIC DURING CONSTRUCTION

In accordance 0901 and as follows:

Notify the Berks County Facilities Department, the Inspector-in-Charge, all applicable municipalities, property owners, the PennDOT District 5-0 Press Office (610-871-4555), local emergency units (police, fire, medical, etc.), businesses and school districts a minimum of fifteen (15) days prior to the beginning of construction.

Install and maintain all traffic control devices in accordance with the provisions of 67 PA Code, Chapter 212, Publication 213, *Temporary Traffic Control Guidelines*, latest edition. If work can be safely completed without the use of a traffic detour or if an approved Traffic Control Plan is not included, the Contractor shall be responsible for providing work zone traffic control in accordance with the appropriate PATA figure from Pub. 213, as approved by the Engineer.

SECTION THREE TECHNICAL SPECIFICATIONS

Any deviation from the approved plan for the maintenance and protection of traffic during construction shall be approved by the Engineer before putting the change into operation.

Maintain access to all driveways (commercial and residential) at all times. Locate all signs so that sight distance is not obstructed at driveways and side streets. Coordinate delivery of project materials so as to minimize the inconvenience of local businesses and residents.

Leave accessible all fire hydrants, water valves, and mailboxes at all times.

Use Type III or Type IV orange retroreflective sheeting material on all long-term traffic control signs and devices. Provide new or like new traffic control signs and devices. Do not use reflective sheeting that is scratched, scarred, dirty, or shows evidence of loss of reflectivity.

Install Type B lights on all traffic control signing during nighttime operations. Face any lighting used for construction purposes during nighttime hours such that the lights do not face motorists approaching the work zone.

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.

For mounting of signs, provide Type III Barricades or any other approved mounted required to accommodate all situations in accordance with Publication 111 – *Traffic Control – Pavement Markings and Signing Standards TC-8600 and TC-8700 Series*. No signs are to be installed on any utility pole.

Ensure that ANSI 107-2004 Class 2 apparel (fluorescent yellow-green) is worn by all employees engaged in work operations. Flaggers shall be required to wear ANSI 107-2004 Class 2 vests (fluorescent yellow-green) when performing flagger operations. ANSI Class 3 apparel must be used for additional flagger visibility at night.

Designate an individual (or individuals) as Traffic Control Supervisor(s) (“TCS”) responsible for all items related to the Maintenance and Protection of Traffic During Construction (“MPT”). Furnish the name(s) or all TCS, their address(es) and telephone number(s) where they can be contacted at all times. TCS contact information shall be provided to State and Local Police and any other interested emergency management agencies prior to the start of work. TCS must be available to respond within twenty (20) minutes to any complaints or deficiencies relating to the MPT. TCS shall be responsible for coordinating with local emergency personnel, setting flares and assisting in emergency traffic control procedures in cases of traffic accidents in the vicinity of the project that affect traffic within or beyond the limits of work.

SECTION THREE TECHNICAL SPECIFICATIONS

Maintain constant surveillance of the traffic control operations and replace or correct any missing, damaged, ineffective or misaligned devices to the satisfaction of the Inspector-in-Charge at no expense to the County.

Any existing signs that conflict with the traffic control devices are to be covered. Have all traffic control devices inspected by the Inspector-in-Charge prior to the start of work and implementation of traffic control devices. Inspect all temporary traffic control signs on a daily basis.

Allow no construction equipment to operate on any traffic lane or shoulder outside a suitable protected work area, except in the designated direction of travel for the respective lane or shoulder. Do not interfere with the open traffic lane(s) at any time. This includes, but is not limited to, equipment counterweights swinging into the lane(s), etc.

Do not stop, stand or park construction equipment or stockpile material during non-working hours on any traffic lane or shoulder. Do not allow employees to park their personal vehicle on any traveled roadway, shoulder, median or seeded area along the highway. Park equipment at least thirty (30) feet from the edge of the traveled roadway or in areas protected by guide rail or concrete barrier acceptable to the Engineer to adequately protect the traveling public.

The Contractor shall be responsible for securing the work area and protecting the traveling public from all potential hazards within the work area, including and especially pedestrians.

ITEM 4619-0459 PERMANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3, TANGENT (MASH), MODIFIED

DESCRIPTION – This work is for the installation of the end treatment at guide rail section 3 and the grading necessary to install it correctly at Berks County Bridge No. 35A, carrying County Welfare Road over Plum Creek in Bern Township, as indicated on the Contract Drawings and as directed by the Engineer.

MATERIAL –

In accordance with the applicable sections of the Pennsylvania Department of Transportation's (PENNDOT) Publication 408/2020, Specifications, latest edition, herein referred to as Publication 408.

Foreign Borrow Excavation – Publication 408, Section 205.

Permanent Impact Attenuating Device, Type II, Test Level 3, Tangent (MASH) – Publication 408, Section 0619.

Topsoil, Furnished and Placed – Publication 408, Section 802.

**SECTION THREE
TECHNICAL SPECIFICATIONS**

Seeding & Soil Supplements – Formula B, Including Mulch – Publication 408, Section 804.

Temporary Ultra Short-Term, Rolled Erosion Control Product Type 1D – Publication 408, Section 806.

CONSTRUCTION –

Grade the ground around end treatment of guide rail section 3 as shown on the plans. Once the grading is complete, install end treatment.

MEASUREMENT AND PAYMENT – Each.

Equipment to satisfactorily complete the work as shown and any associated ancillary work are considered incidental to the item.

ITEM 9000-0001 REMOVAL AND REPLACEMENT OF EXISTING, DAMAGED BRIDGE RAILING

DESCRIPTION – This work consists of the removal of existing, damaged bridge railing and installation of new railing in kind with the existing railing on the south side of the bridge.

CONSTRUCTION – Remove the existing bridge railing from parapet walls and retain as Contractor's property. Install new railing in kind with the existing railing. Any post replacement is incidental and shall be replaced by the contractor, this includes posts damaged by the removal of the existing railing.

MEASUREMENT AND PAYMENT – Linear Foot.

ITEM 9000-0002 HAND EXCAVATION

DESCRIPTION – This work is for the excavation, by hand, of areas in the vicinity of buried utilities that may conflict with proposed work at Berks County Bridge No. 34B, carrying Old Philadelphia Pike over Leaf Creek in Amity Township and Berks County Bridge No. 35A, carrying County Welfare Road over Plum Creek in Bern Township. Hand Excavation shall be performed prior to the installation of any guide rail posts that will be located in close proximity to underground utilities or at the discretion of the Inspector-in-Charge.

CONSTRUCTION –

1. The Contractor shall notify the Pennsylvania One Call System prior to the start of work, in accordance with applicable laws and governing statutes. The Inspector-in-Charge

SECTION THREE TECHNICAL SPECIFICATIONS

- shall be provided written documentation of notification including associated serial numbers and list of present utilities regardless of conflict status.
2. Excavation is to be performed by hand digging exclusively. No mechanical excavating equipment shall be used in areas of underground utilities.
 3. Areas must be backfilled in accordance with PennDOT Publication 408, Section 206.
 4. Jackhammers may be utilized in areas of bituminous pavement to a depth not to exceed the full pavement depth. Utilization of jackhammers may be limited or prohibited by the Inspector-in-Charge based on locations and/or depth of utility lines.
 5. Repairs to bituminous pavement are incidental to this item. Bituminous pavement is to be installed in accordance with PennDOT Publication 408, Sections 311 and 411. The Contractor shall provide a PennDOT approved mix design to the Engineer for approval at least seven (7) days prior to the start of paving operations.

The Contractor assumes any and all liability associated with work relating to utilities regardless of direction or guidance provided by the County or the Inspector-in-Charge. Neither the County nor the Inspector-in-Charge will be held responsible for utility-related issues in any way.

MEASUREMENT AND PAYMENT – Lump Sum. Includes the disposal of excess material not used during the backfilling of excavated area, earthwork, paving, seeding and mulching, and any other work necessary to return areas to original condition.

ITEM 9000-0003 BUILD-UP STONE MASONRY PARAPETS

DESCRIPTION – This work is the resetting of masonry parapet stones and building up the stone masonry wall to be uniformly 32” in height without the cap for the first 11’-6” of the wall at each corner, from the end until the pillar, and replacing the concrete barrier cap of Berks County Bridge No. 35A, carrying County Welfare Road over Plum Creek in Bern Township, as indicated on the Contract Drawings and as directed by the Engineer.

MATERIAL –

In accordance with the applicable sections of the Pennsylvania Department of Transportation’s (PENNDOT) Publication 408/2020, Specifications, latest edition, herein referred to as Publication 408.

Mortar – Publication 408 Section 705.7 and in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties and the PENNDOT Stone Arch Bridge

SECTION THREE TECHNICAL SPECIFICATIONS

Maintenance Manual (2007 Edition), or pre-approved equal. Select a mortar that is compatible with the existing mortar color, texture and finish.

Stone – If existing stone is damaged and additional stone is required, it is to match the existing stone in material, size, cut, texture/finish and color. All new stone to achieve wall height shall match in kind.

Reinforced Cement Concrete – Publication 408 Section 704 and 709.

CONSTRUCTION –

Construction is to be in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the PENNDOT Stone Arch Bridge Maintenance Manual.

Provide samples of the new mortar and stone to the Engineer seven (7) days prior to construction for approval.

Remove barrier cap and shifted masonry parapet coping stones as indicated on the Contract Drawings and as directed by the Engineer. Do not use pneumatic hammers with more mass than the nominal 30 pound class. Do not operate pneumatic hammers or mechanical chipping tools at an angle in excess of 45 degrees relative to the surface of the mortared stone. Do not use hydraulic hammers mounted on skid-steer loaders, backhoe loaders, or compact excavators for any mortared stone removal.

1. Thoroughly clean underside of removed masonry parapet coping stones and top face of remaining parapet wall of all loose and unsound mortar and foreign material.
2. Rinse surfaces with water to remove dust and mortar particles.
3. Saturate the surfaces with clean water before applying mortar.
4. Install each masonry parapet coping stone with full mortar coverage at all adjoining surfaces as directed by the engineer and stabilize. Joint characteristics and placement of masonry parapet stone shall blend with adjoining existing work.
5. Immediately after initial hardening, cure all new mortar with wet burlap or a clear curing compound.
6. Remove excess mortar from masonry surfaces and clean the face of the masonry.
7. Place new reinforced cement concrete barrier cap to match existing.

MEASUREMENT AND PAYMENT – Lump Sum.

SECTION THREE
TECHNICAL SPECIFICATIONS

Removal of barrier cap, removal of masonry parapet stone, removal of deteriorated mortar, replacement of any damaged capstones, in kind, while completing work, cleaning of surfaces to be mortared, mixing mortar, mortaring prepared surfaces, resetting masonry parapet stone, equipment to satisfactorily complete the work as shown and any associated ancillary work are considered incidental to the BUILD-UP STONE MASONRY PARAPETS lump sum.

**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 _____, 20__.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform work
for the Obligee's Guide Rail Improvements for Bridges 34B and 35A Project in Berks County,
Pennsylvania, pursuant to plans, Specifications, and other Contract Documents incorporated into
said Bid by reference; and it is a condition of the Obligee's receipt and consideration of said Bid
that such Bid shall be accompanied by Bid Security to be held by the Obligee on terms embodied
herein.

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

**SECTION FOUR
FORM OF BID BOND**

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

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

Witness: _____ Trading and Doing Business as: _____

(Partnership Principal) _____
(Name of Partnership)

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

(Corporation Principal) _____
(Name of Corporation)

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

(CORPORATE SEAL)

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

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

(Corporate Surety) _____
(Name of Surety)

Witness or Attest: _____ **By: _____
Title

(CORPORATE SEAL)

**SECTION FOUR
FORM OF BID BOND**

**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 Oblige (the "Oblige"), as hereinafter set forth in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Oblige a certain Bid, dated _____, 20__ (the "Bid"), to deliver General Construction to the Oblige, in connection with the Guide Rail Improvements for Bridges 34B and 35A Project located in Berks County, Pennsylvania pursuant to plans, Specifications and other related documents, constituting the Bid Documents, which are incorporated into the Bid by reference (the "Contract Documents"); and

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

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

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

SECTION FIVE
FORM OF PERFORMANCE BOND

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

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

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

SECTION FIVE
FORM OF PERFORMANCE BOND

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

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

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

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

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

**SECTION FIVE
FORM OF PERFORMANCE BOND**

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this ____ day of _____, 20__.

(Individual Principal)

(SEAL)

WITNESS:

(Signature of Individual)

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: _____ (SEAL)

President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

(Name of Corporation)

*By: _____

**SECTION FIVE
FORM OF PERFORMANCE BOND**

(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.

* * * * *

(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
_____, 20__ (the “Bid”), to perform General Construction Work for the Obligee, in
connection with the Guide Rail Improvements for Bridges 34B and 35A Project located in 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

SECTION SIX
FORM OF PAYMENT BOND

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

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

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

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

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

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

**SECTION SIX
FORM OF PAYMENT BOND**

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

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment Bond to be signed, sealed and delivered this _____ day of _____, 20__.

(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)

**SECTION SIX
FORM OF PAYMENT BOND**

Secretary (Assistant Secretary)

BY: _____
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 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 #

THIS CONTRACT ("Contract") is made this ____ day of _____, 20__, by and between COUNTY OF BERKS, with administrative offices located at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19603 ("Owner"); and _____, with a principal place of business at _____ ("Contractor").

Intending to be legally bound, the parties agree as follows:

Article 1. The Contract Documents. 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. The Contract represents the entire and integrated agreement 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 8 of this Contract.

Article 2. The Work Of This Contract.

2.1 The Contractor shall fully execute the work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 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 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.

2.2.1 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.

SECTION SEVEN CONTRACT

2.2.2 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 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:

- (1) By estimate, negotiation or acceptance of a lump sum;
- (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;
- (3) By cost and a percentage fee, or by cost and a fixed fee, in each case subject to a guaranteed maximum price;
- (4) On the basis of the reasonable value of the additional work or alterations required of the Contractor;
- (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
- (6) Any combination of the above bases.

2.2.3 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 Price 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 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.

**SECTION SEVEN
CONTRACT**

Article 3. Start of Work and Substantial Completion. The Contract shall be completed within Ninety (90) calendar days after the issuance of the Notice to Proceed (“Contract Period”). 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 pro rated 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.

Article 4. The 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 _____ Dollars (\$ _____) (“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.

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:

4.4 Unit prices, if any, are as follows:

4.5 The Contractor shall deliver N/A within five (5) days of the Owner’s request for delivery. Transportation terms are F.O.B. DESTINATION for all deliveries. The Contract Sum includes, without limitation, all transportation, delivery, placement, handling charges, overhead, labor and profit, etc. Furthermore, the Contractor should confirm with the Owner the delivery

**SECTION SEVEN
CONTRACT**

requirements before making delivery. In emergency situations, the Contractor shall deliver appropriate labor and material within forty-eight (48) hours after the Owner's request for delivery.

Article 5. 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.

Article 6. Termination. The Contract may be terminated by the Owner as provided in Section 44 of the Instructions to Bidders and General Conditions of Contract.

Article 7. Miscellaneous Provisions.

7.1 The Owner's representative is:
Alan Piper, Transportation Planner
Planning Commission
Berks County Services Center
633 Court Street, 14th Floor
Reading, PA 19601
Telephone: 610.478.6300 ext. 6313
Facsimile: 610.478.6316
Email: apiper@countyofberks.com

7.2 The Contractor's representative is _____

7.3 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.

7.4 All terms, provisions, covenants and agreements 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.

7.5 No waiver, modification, or amendment of any terms, condition or provision of the Contract Documents shall be valid against the Owner or of any force or effect against the Owner unless made in writing by the Owner, signed by the Owner and specifying with particularity the nature and extent of such waiver, modification, or amendment. The signing of such writing(s) by the Owner in any instance(s) shall in no event be construed to be a general waiver, abandonment, modification of, or amendment to any of the terms, conditions, or provisions of the Contract

SECTION SEVEN CONTRACT

Documents, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing(s).

7.6 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

7.7 This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Article 8. Enumeration of Contract Documents. The Contract Documents, except for modifications issued after execution of this Contract, are enumerated as follows:

- 8.1 This Contract.
 - 8.2 The Instructions to Bidders and General Conditions of Contract.
 - 8.3 The Supplementary and other conditions of the Contract listed on Exhibit “A” to this Contract.
 - 8.4 The Specifications listed on Exhibit “A” to this Contract.
 - 8.5 The Drawings listed on Exhibit “A” to this Contract.
 - 8.6 The Addenda listed on Exhibit “A” to this Contract.
 - 8.7 The Advertisement for Bids.
 - 8.8 Bid Form.
 - 8.9 Payment Bond (if required pursuant to Section 13 of the Instructions to Bidders and General Conditions of Contract).
 - 8.10 Performance Bond (if required pursuant to Section 13 of the Instructions to Bidders and General Conditions of Contract).
 - 8.11 Non-Collusion Affidavit
 - 8.12 Subcontractors List
 - 8.13 Equipment Suppliers List
 - 8.14 Alternates/Substitution List
-

**SECTION SEVEN
CONTRACT**

8.15 List of Statutes

8.16 Other documents, if any, forming part of the Contract Documents are as follows:

8.17 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.

This Contract is entered into as of the day and year first above written.

OWNER:
COUNTY OF BERKS

Attest: _____
Print Name: George M. Rodrigues
Title: Senior Contract Coordinator

By: _____
Print Name: Kelly A. Laubach
Title: Director, Contracts and Procurement

CONTRACTOR:

Insert name of Contractor

Attest: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**SECTION EIGHT
BID FORM**

BID FORM – Guide Rail Improvements – Bridges 34B and 35A

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 and Subcontractors.
Agreement of Surety

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 Bidder and Subcontractors.
Subcontractors List
Equipment Suppliers List
Alternates/Substitution List
Certificate of Insurance evidencing limits and including the additional insured language required herein. The Contractor's General Liability policy shall include the CG2503 Designated Construction Project's General Aggregate Limit or the equivalent.

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
BID FORM**

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

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

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

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

BASE BID

The sum of _____ Dollars
(\$ _____) for the County of Berks Guide Rail Improvements for Bridges 34B and 35A 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 in words)	Unit Price	Total Price
0608-0001	LS	Mobilization (Bridge No. 34B)		\$ _____
		_____ /LS		
0608-0002	LS	Mobilization (Bridge No. 35A)		\$ _____
		_____ /LS		
0619-0459	1 EACH	Permanent Impact Attenuating Device, Type II, Test Level 3, Tangent (MASH)	\$ _____	\$ _____
		_____ /EACH		
0620-0010	4 EACH	Typical and Alternate Bridge Barrier Transition, without Inlet Placement	\$ _____	\$ _____
		_____ /EACH		
0620-0400	3 EACH	Terminal Section, Single	\$ _____	\$ _____
		_____ /EACH		
0620-0503	12.5 LF	Remove Existing Guide Rail (Contractor's Property)	\$ _____	\$ _____
		_____ /LF		

**SECTION EIGHT
 BID FORM**

BASE BID – COST PROPOSAL SUMMARY

Item No.	Quantity	Item Description (Unit Price in words)	Unit Price	Total Price
0620-1600	87.5 LF	Type 31-S Guide Rail _____ /LF	\$ _____	\$ _____
0620-1601	175 LF	Type 31-S Guide Rail with 7' Extra Length Posts _____ /LF	\$ _____	\$ _____
0620-1625	25 LF	Type 31-SC Guide Rail _____ /LF	\$ _____	\$ _____
0620-1626	25 LF	Type 31-SC Guide Rail with 7' Extra Length Posts _____ /LF	\$ _____	\$ _____
0620-1670	2 EACH	Type 31 Strong Post In- Line Anchor _____ /EACH	\$ _____	\$ _____
0901-0001	LS	Maintenance and Protection of Traffic During Construction (Bridge No. 34B) _____ /LS		\$ _____

**SECTION EIGHT
 BID FORM**

BASE BID – COST PROPOSAL SUMMARY

Item No.	Quantity	Item Description (Unit Price in words)	Unit Price	Total Price
0901-0002	LS	Maintenance and Protection of Traffic During Construction (Bridge No. 35A)		\$ _____
		_____ /LS		
0937-0113	14 EACH	Guide Rail Mounted Delineator Type D, (W/B)	\$ _____	\$ _____
		_____ /EACH		
0941-0001	7 EACH	Reset Post Mounted Signs, Type B	\$ _____	\$ _____
		_____ /EACH		
4619-0459	1 EACH	Permanent Impact Attenuating Device, Type II, Test Level 3, Tangent (MASH), Modified	\$ _____	\$ _____
		_____ /EACH		
9000-0001	30 LF	Removal and Replacement of Existing, Damaged Bridge Railing	\$ _____	\$ _____
		_____ /LF		

**SECTION EIGHT
BID FORM**

BASE BID – COST PROPOSAL SUMMARY

Item No.	Quantity	Item Description (Unit Price in words)	Unit Price	Total Price
9000-0002	LS	Hand Excavation		\$
		_____	/LS	_____
9000-0003	LS	Build-up Stone Masonry Parapets		\$
		_____	/LS	_____

<p>TOTAL AMOUNT OF BASE BID</p> <p style="text-align: right; margin-right: 50px;">Dollars \$ _____</p>
--

ALL ITEMS MUST BE BID FOR PROPOSAL TO BE CONSIDERED

* * * * *

(The unit prices supplied **MUST** be indicated in both words and figures. In the event of a discrepancy between the words and figures, the price shown in words will be accepted.)

- * **All Base Bid items MUST be bid.** (Component Item Schedules for each location, which together constitute the Base Bid Summary, are included below for information purposes.)
- * **A Bid Bond in the amount of ten percent (10%) of the total amount of bid MUST be submitted with your bid.**
- * **A Performance Bond and a Payment Bond in the amounts of one hundred percent (100%) of the Total Amount Bid MUST be submitted by the successful bidder within ten (10) days from the bid award date (refer to Section One, Paragraph 13).**
- * **A one (1) year Warranty MUST be submitted by the successful bidder within ten (10) days from the bid award date (refer to Section One, Paragraph 38).**

**SECTION EIGHT
BID FORM**

COMPONENT ITEM SCHEDULE

Berks County Bridge 34B – Old Philadelphia Pike over Leaf Creek in Amity Township

Item No.	Quantity	Item Description
0608-0001	LS	Mobilization
0620-0400	1 EACH	Terminal Section, Single
0620-0503	12.5 LF	Remove Existing Guide Rail (Contractor's Property)
0620-1600	12.5 LF	Type 31-S Guide Rail
0901-0001	LS	Maintenance and Protection of Traffic During Construction
9000-0001	30 LF	Removal and Replacement of Existing, Damaged Bridge Railing
9000-0002	LS	Hand Excavation

(Items are reflected in BASE BID TOTAL on page 51)

**SECTION EIGHT
BID FORM**

COMPONENT ITEM SCHEDULE

Berks County Bridge 35A – County Welfare Road over Plum Creek in Bern Township

Item No.	Quantity	Item Description
0608-0002	LS	Mobilization
0619-0459	1 EACH	Permanent Impact Attenuating Device, Type II, Test Level 3, Tangent (MASH)
0620-0010	4 EACH	Typical and Alternate Bridge Barrier Transition Without Inlet Placement
0620-0400	2 EACH	Terminal Section, Single
0620-1600	75 LF	Type 31-S Guide Rail
0620-1601	175	Type 31-S Guide Rail with 7' Extra Length Posts
0620-1625	25 LF	Type 31-SC Guide Rail
0620-1626	25 LF	Type 31-SC Guide Rail with 7' Extra Length Posts
0620-1670	2 EACH	Type 31-Strong Post In-Line Anchor
0901-0002	LS	Maintenance and Protection of Traffic During Construction
0937-0113	14 EACH	Guide Rail Mounted Delineator Type D, (W/B)
0941-0001	7 EACH	Reset Post Mounted Signs, Type B
4619-0459	1 EACH	Permanent Impact Attenuating Device, Type II, Test Level 3, Tangent (MASH), Modified
9000-0002	LS	Hand Excavation
9000-0003	LS	Build-up Stone Masonry Parapets

(Items are reflected in BASE BID TOTAL on page 51)

**SECTION EIGHT
BID FORM**

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents, and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be all inclusive of the cost of materials, Work, profit, supervision, administration and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be, and shall hold for the same period as the Bid.

Bidder's Handwritten Initials _____

BID FORM

The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

A. _____
1. _____
Add/(Deduct) \$ _____

B. _____
1. _____
Add/(Deduct) \$ _____

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 _____

Bidder's Handwritten Initials _____

BID FORM

**SECTION EIGHT
BID FORM**

Authorized signature of Bidder

Please check the appropriate category:

_____ Sole Proprietorship
_____ Pennsylvania Corporation

_____ Partnership
_____ Foreign Corporation Registered in PA

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

COMPANY NAME _____

FEDERAL ID# _____

STREET ADDRESS _____ PO BOX _____ CITY _____ STATE _____ ZIP _____

TELEPHONE # _____

FAX # _____

Witness or Attest:

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

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

**SECTION NINE
SUBCONTRACTORS LIST**

COUNTY OF BERKS

SUBCONTRACTORS LIST

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

(Bidder)

to

(Owner)

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

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

**SECTION OF WORK
(SPEC SECTION)**

SUBCONTRACTOR / TELEPHONE NO.

**SECTION TEN
EQUIPMENT SUPPLIERS LIST**

COUNTY OF BERKS

EQUIPMENT SUPPLIERS LIST

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

(Bidder)

to

(Owner)

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

**EQUIPMENT
COMPONENTS OR
ITEMS**

SUPPLIER / TELEPHONE NO.

**SECTION 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**

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 _____, 20__**

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 Guide Rail Improvements – Bridges 34B and 35A 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
(Seal)

SIGNATURE (Affix
Corporate

ATTORNEY-IN-FACT

**SECTION FOURTEEN
LIST OF STATUTES**

PENNSYLVANIA STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN
LIST OF STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FOURTEEN
LIST OF STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN LIST OF STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN
LIST OF STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FOURTEEN
LIST OF STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN LIST OF STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FOURTEEN
LIST OF STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FOURTEEN
LIST OF STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FOURTEEN
LIST OF STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL STATUTES

SECTION FOURTEEN
LIST OF STATUTES

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

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

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

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

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

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

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

Clean Water Act (see Federal Water Pollution Control Act)

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN
LIST OF STATUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN
LIST OF STATUTES

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 #20-19-GR, **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: _____ _____ _____

APPENDIX “A”

PADEP GP-11 AUTHORIZATION



September 23, 2020

Mr. Alan Piper
Berks County
633 Court Street Fl 16
Reading, PA 19601

Re: General Permit Acknowledgment
Leaf Creek Bridge and Welfare Farm Bridge Guide Rail
DEP General Permit File No. GP110603220-031
APS ID No. 1020558
Amity and Bern Townships, Berks County

Dear Mr. Piper:

This letter acknowledges receipt of your notification to use and registers your use of a General Permit (GP) under the authority of the Dam Safety and Encroachments Act (32 P. S. § 693.1 et. seq.) and 25 Pa. Code Chapter 105 to (1) install and maintain guiderail at the leaf Creek Bridge (Latitude: 40.251510, Longitude: -75.723163). and (2) install and maintain guide rail at the Welfare Farm Bridge (Latitude: 40.380647, Longitude: -76.022799). You are responsible for assuring the work is done in accordance with the drawings, terms and conditions contained in the GP(s). Please direct special attention to all time sensitive issues associated with the GP authorization(s). You may proceed with your project after making the required notifications stipulated in the GP(s) and securing all other approvals that may be necessary.

Enclosed is an acknowledged copy of your GP Registration Form. Please place this letter and the acknowledged GP Registration form with your copy of the GP Registration package, the applicable GP terms and conditions, required Federal authorizations, and the Erosion and Sediment Control plan and maintain on site during construction. Please review the complete permit authorization package so that you are aware of the extent of authorization(s).

Based on the plans submitted as part of your registration form, it appears that you are not proposing any work in, over, or under waters and/or wetlands. As such, we have not reviewed your project for federal authorization under the Pennsylvania State Programmatic General Permit-5. In accordance with Section 404 of the Clean Water Act, a Department of the Army authorization is required for the discharge of dredged and/or fill material into waters of the United States, including jurisdictional wetlands. Section 10 of the Rivers and Harbors Act also requires Department of the Army authorization for any work in, over, or under a navigable water of the United States. If you are proposing any work requiring a Department of the Army authorization, you are directed to contact the appropriate U.S. Army Corps of Engineers Office to obtain the necessary authorization(s) prior to commencing regulated work. Our determination in this matter is based solely on the plans you submitted, which have not been reviewed for accuracy by this office.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800.654.5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717.787.3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717.787.3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

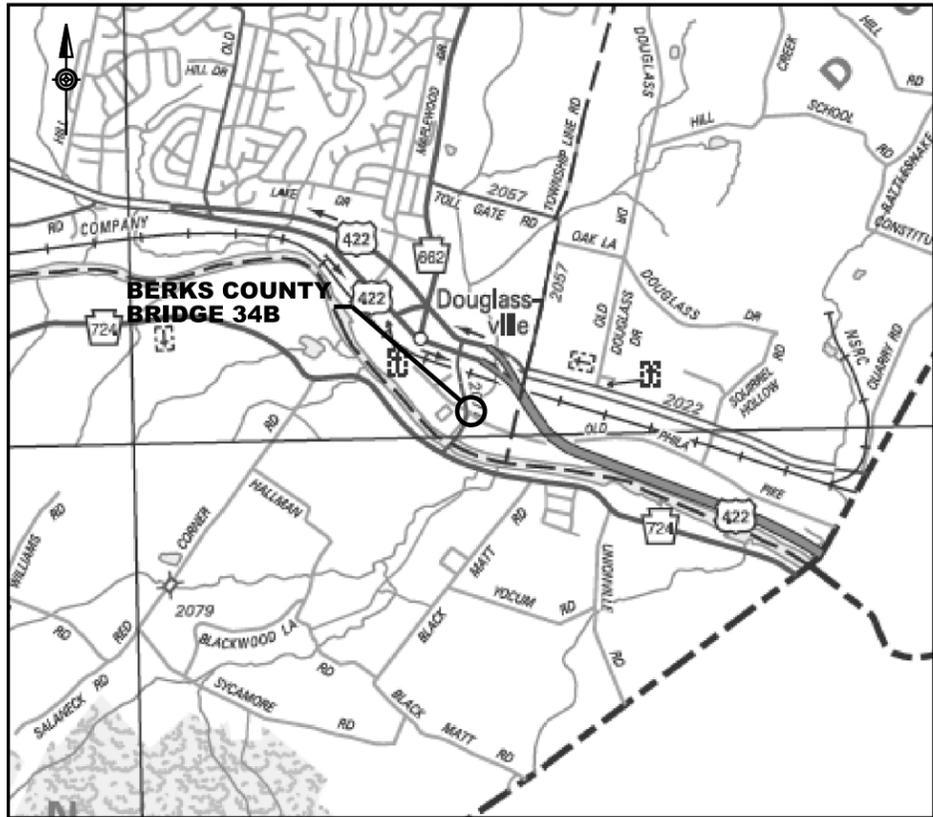
If you have additional questions about your registration, please call Michael Pedrick at 717.705.4820 and refer to Application No. GP110603220-031.

Sincerely,

Edward J. Muzic

Edward J. Muzic, P.E.
Civil Engineer Manager, Hydraulic
Dam Safety, Waterways & Wetlands Section

cc: Berks County Conservation District (email)
Jen Payne, McCormick Taylor, Inc. (email)



LOCATION MAP

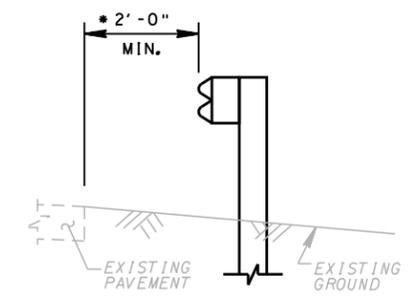


LIST OF PROPERTY OWNERS

- ① JEREMY KRAMER & LEAH BOWEN
207 OLD PHILADELPHIA PIKE
DOUGLASSVILLE, PA 19518
- ② PATRICIA & JOSEPH KANDLER
571 PORTERS MILL ROAD
POTTSTOWN, PA 19465

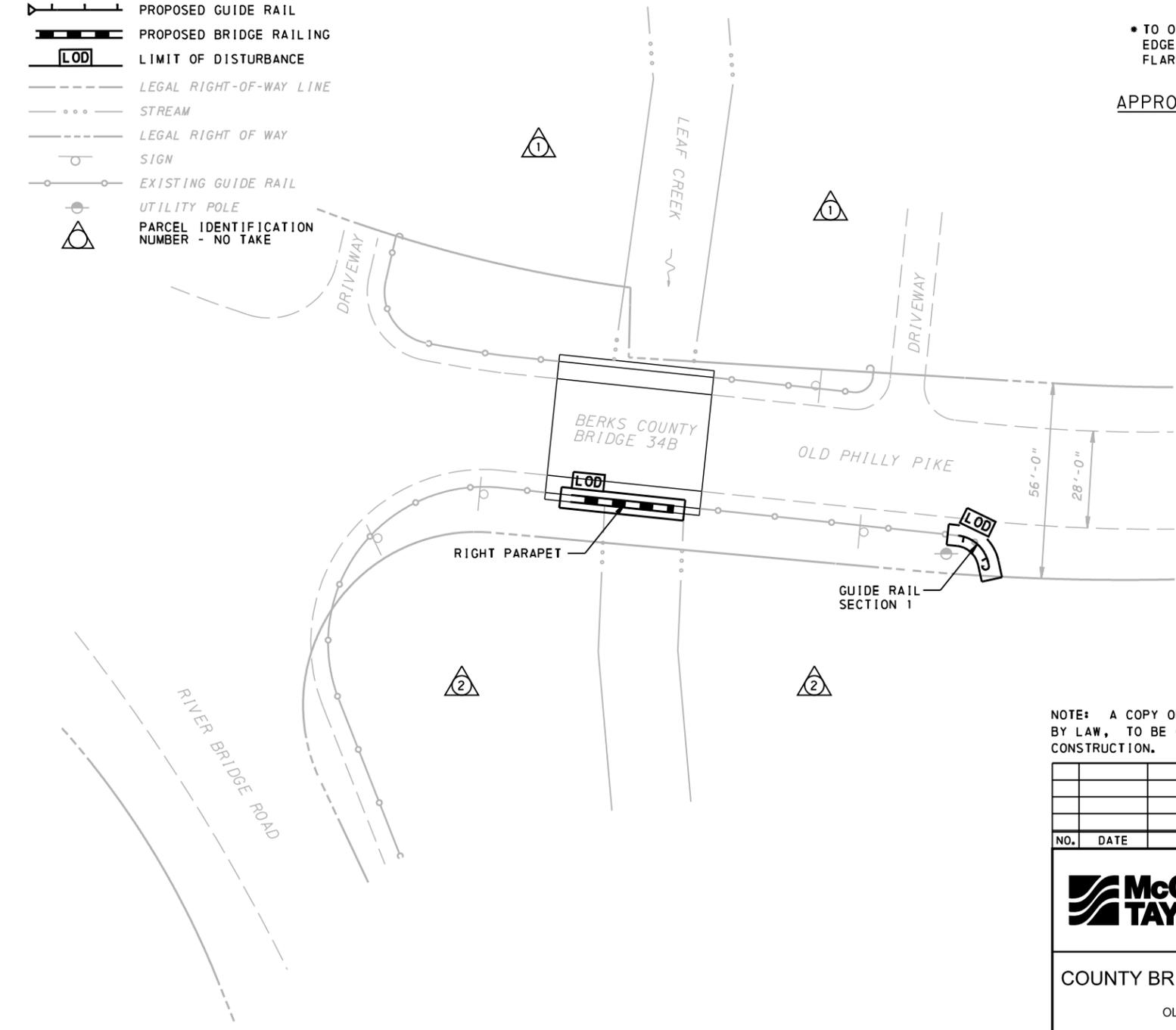
PLAN LEGEND

- PROPOSED GUIDE RAIL
- PROPOSED BRIDGE RAILING
- LIMIT OF DISTURBANCE
- LEGAL RIGHT-OF-WAY LINE
- STREAM
- LEGAL RIGHT OF WAY
- SIGN
- EXISTING GUIDE RAIL
- UTILITY POLE
- PARCEL IDENTIFICATION NUMBER - NO TAKE



* TO OBTAIN MINIMUM DISTANCE FROM EDGE OF PAVEMENT, USE A MAXIMUM FLARE RATE OF 8:1.

APPROACH GUIDE RAIL DETAIL
NOT TO SCALE



PROJECT NOTES:

NO EARTH DISTURBANCE ACTIVITIES ARE ANTICIPATED TO COMPLETE THIS WORK, THEREFORE EROSION AND SEDIMENT CONTROL MEASURES ARE NOT SHOWN ON THIS PLAN. IF WORK DOES RESULT IN EARTH DISTURBANCE AT ANY TIME, THE CONTRACTOR SHALL IMMEDIATELY INSTALL NECESSARY EROSION AND SEDIMENT POLLUTION CONTROL MEASURES AND REGRADE, SEED AND MULCH AS SPECIFIED TO STABILIZE THE AREA. EROSION AND SEDIMENT POLLUTION CONTROL MEASURES MUST REMAIN IN PLACE UNTIL DISTURBED AREA REACHES FINAL STABILIZATION.

THE LIMITS OF THE 100-YEAR FLOODPLAIN ARE OUTSIDE THE AREA OF MAPPING AND ARE THEREFORE NOT SHOWN ON THIS PLAN.

GUIDE RAIL SECTION NO.	GUIDE RAIL SEQUENCE
1	REMOVE: -12.50 FT. DAMAGED EXISTING GUIDE RAIL -DAMAGED EXISTING TERMINAL SECTION, SINGLE INSTALL: -12.50 FT. TYPE 31-S GUIDE RAIL, 10 FT. RADIUS -TERMINAL SECTION, SINGLE
RIGHT PARAPET	REMOVE: -30.00 FT. DAMAGED EXISTING BRIDGE RAILING INSTALL: -30.00 FT. BRIDGE RAILING, IN KIND

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

		Eaglevew Corporate Center 600 Eaglevew Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500
COUNTY BRIDGE GUIDE RAIL MAINTENANCE BERKS COUNTY BRIDGE 34B OLD PHILLY PIKE OVER LEAF CREEK AMITY TOWNSHIP		
E&S PLAN AND DETAILS		
JOB NO.: 5368.03 SCALE: N. T. S.	DRWN: GMK CHKD: JRB	DATE: 9/17/2020 SHEET: 1 OF 2

GENERAL NOTES:

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

NOTIFY THE COUNTY CONSERVATION DISTRICT THREE (3) DAYS PRIOR TO THE START OF EARTH DISTURBANCE. TELEPHONE NUMBER: (610) 372-4657.

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

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

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

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

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

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS.

ADDRESS ALL AREAS REQUIRING INTERIM OR FINAL STABILIZATION WITHIN SEVENTY-TWO (72) HOURS OF COMPLETION OF DISTURBANCE.

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

OBTAIN E&SPC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE BERKS COUNTY CONSERVATION DISTRICT OR PA DEP, AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE.

REMOVE AS LITTLE NATURAL VEGETATIVE COVER AS NECESSARY TO ACHIEVE PROPER GRADING. PROTECT EXISTING TREES AND SHRUBS TO ELIMINATE UNNECESSARY DAMAGE.

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

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

GENERAL NOTES (CONTINUED):

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

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

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

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

ENSURE THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL.

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

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

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

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

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

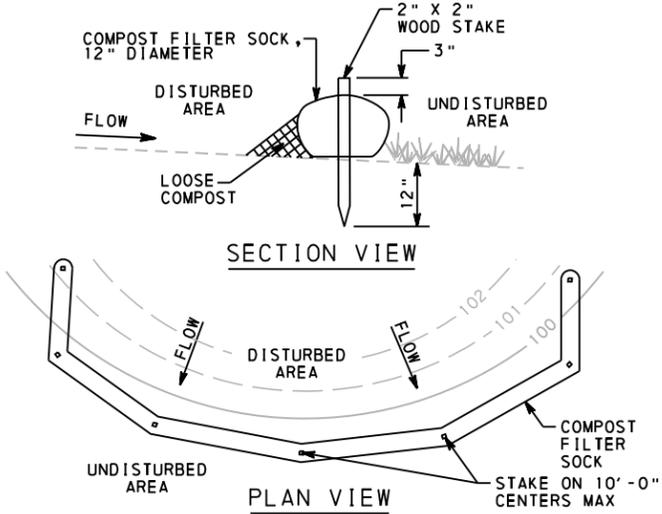
IF UNFORESEEN CONDITIONS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE COUNTY IN ACCORDANCE WITH PUBLICATION 408, SPECIFICATIONS, SECTION 110.02.

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

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

COMPOST FILTER SOCK NOTES:

1. REMOVE DEPOSITS WHEN SEDIMENT ACCUMULATION IS ONE THIRD THE HEIGHT OF THE EXPOSED COMPOST FILTER BERM OR ONE HALF OF THE EXPOSED COMPOSTED FILTER SOCK.
2. PLACE COMPOST FILTER SOCK/BERM ON LEVEL GRADE. EXTEND BOTH ENDS OF THE COMPOST FILTER SOCK/BERM AT LEAST 8'-0" UPSLOPE AT 45° TO THE MAIN ALIGNMENT.
3. REPLACE THE BIODEGRADABLE FILTER SOCK AFTER 6 MONTHS; PHOTODEGRADABLE AFTER 12 MONTHS.
4. ANY SECTION WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A TEMPORARY ROCK FILTER OUTLET (SEE DETAIL ABOVE).



COMPOST FILTER SOCK, 12" DIAMETER
NOT TO SCALE

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO START OF WORK.
3. INSTALL TRAFFIC CONTROL MEASURES AS SPECIFIED. ONE 10'-0" TRAVEL-WAY SHALL REMAIN OPEN AT ALL TIMES.
4. REMOVE EXISTING DAMAGED GUIDE RAIL AS INDICATED.
5. INSTALL GUIDE RAIL AS INDICATED AND IN ACCORDANCE WITH PUB. 72.
6. ONCE WORK IS COMPLETE, RESTORE SITE TO STABILIZED PRE-CONSTRUCTION CONDITION AND REMOVE TRAFFIC CONTROL MEASURES, AS NECESSARY.

CALL BEFORE YOU DIG!

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

PA1 System Inc.
AMITY TWP. - Serial No. 20201430731

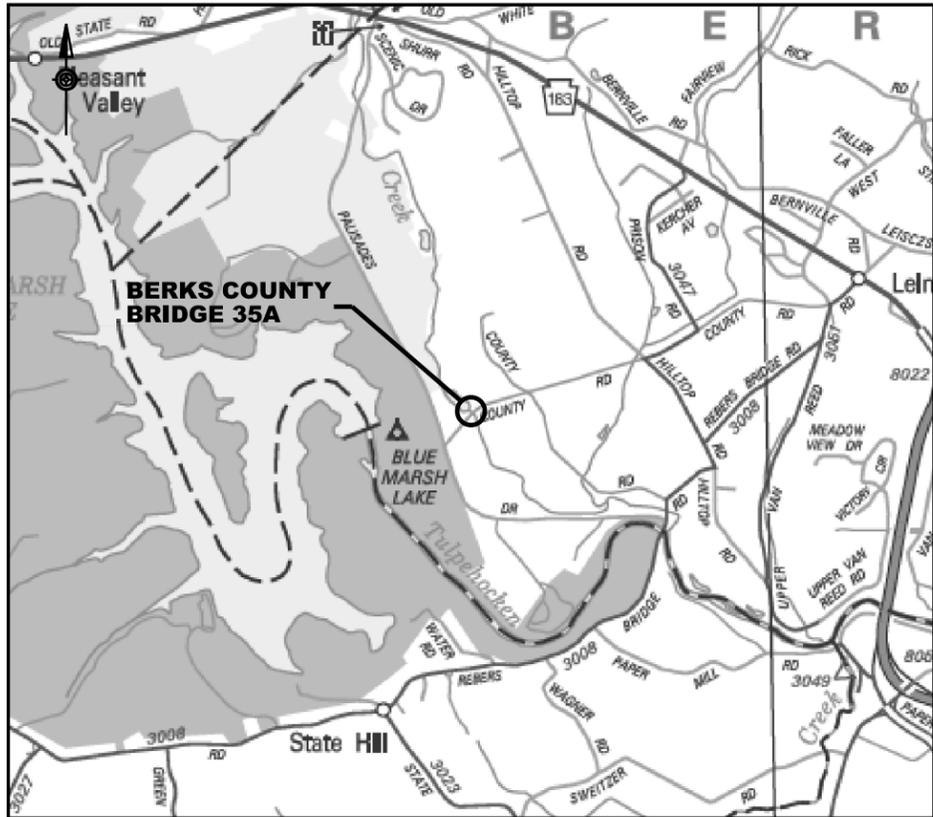
NOTE: A COPY OF THIS PLAN IS REQUIRED, BY LAW, TO BE ON-SITE AT ALL TIMES DURING CONSTRUCTION.

\\gserver1\pub\Berks County\Guide Rail 2020\GR Microstation Plans\34B\34B P.lans.dgn 5/30/2020

SEEDING AND SOIL SUPPLEMENT SPECIFICATIONS								
FORMULA AND SPECIES	SEEDING RATE LBS. PER 1000 S. Y.	SOIL SUPPLEMENTS		MULCHING LBS. PER 1000 S. Y.	% BY MASS	MINIMUM %		MAX. % WEED SEED
		LIMESTONE LBS. /1000 S. Y.	FERTILIZER LBS. /1000 S. Y.			PURITY	GERMINATION	
FORMULA B: -PERENNIAL RYEGRASS MIXTURE -CREEPING RED OR CHEWING FESCUE -KENTUCKY BLUEGRASS MIX -ANNUAL RYEGRASS	44.0 TOTAL 8.5 12.5 21.0 2.0	800	0	1200 (STRAW)	20.0 30.0 45.0 5.0	97.0 97.0 97.0 95.0	90.0 85.0 80.0 90.0	0.10 0.10 0.15 0.10
FORMULA D: -TALL FESCUE -CREEPING RED OR CHEWING FESCUE -ANNUAL RYEGRASS	50.0 TOTAL 30.0 15.0 5.0	800	0	1200 (STRAW)	60.0 30.0 10.0	96.0 97.0 95.0	85.0 85.0 90.0	0.10 0.10 0.10
FORMULA E: -ANNUAL RYE GRASS	10.0 TOTAL 10.0	800	0	1200 (HAY)	100.0	95.0	90.0	0.10

(TO BE USED AS NEEDED OR AS DIRECTED)

NO.		DATE		REVISION					
McCORMICK TAYLOR		Eagleview Corporate Center 600 Eagleview Boulevard 2nd Floor Exton, PA 19341 (610) 640-3500							
COUNTY BRIDGE GUIDE RAIL MAINTENANCE									
BERKS COUNTY BRIDGE 34B OLD PHILLY PIKE OVER LEAF CREEK AMITY TOWNSHIP									
E&S NOTES AND DETAILS									
JOB NO.: 5368.03		DRWN: GMK		DATE: 5/22/2020					
SCALE: N. T. S.		CHKD: JRB		SHEET: 2 OF 2					

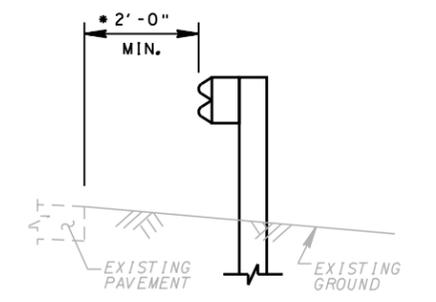
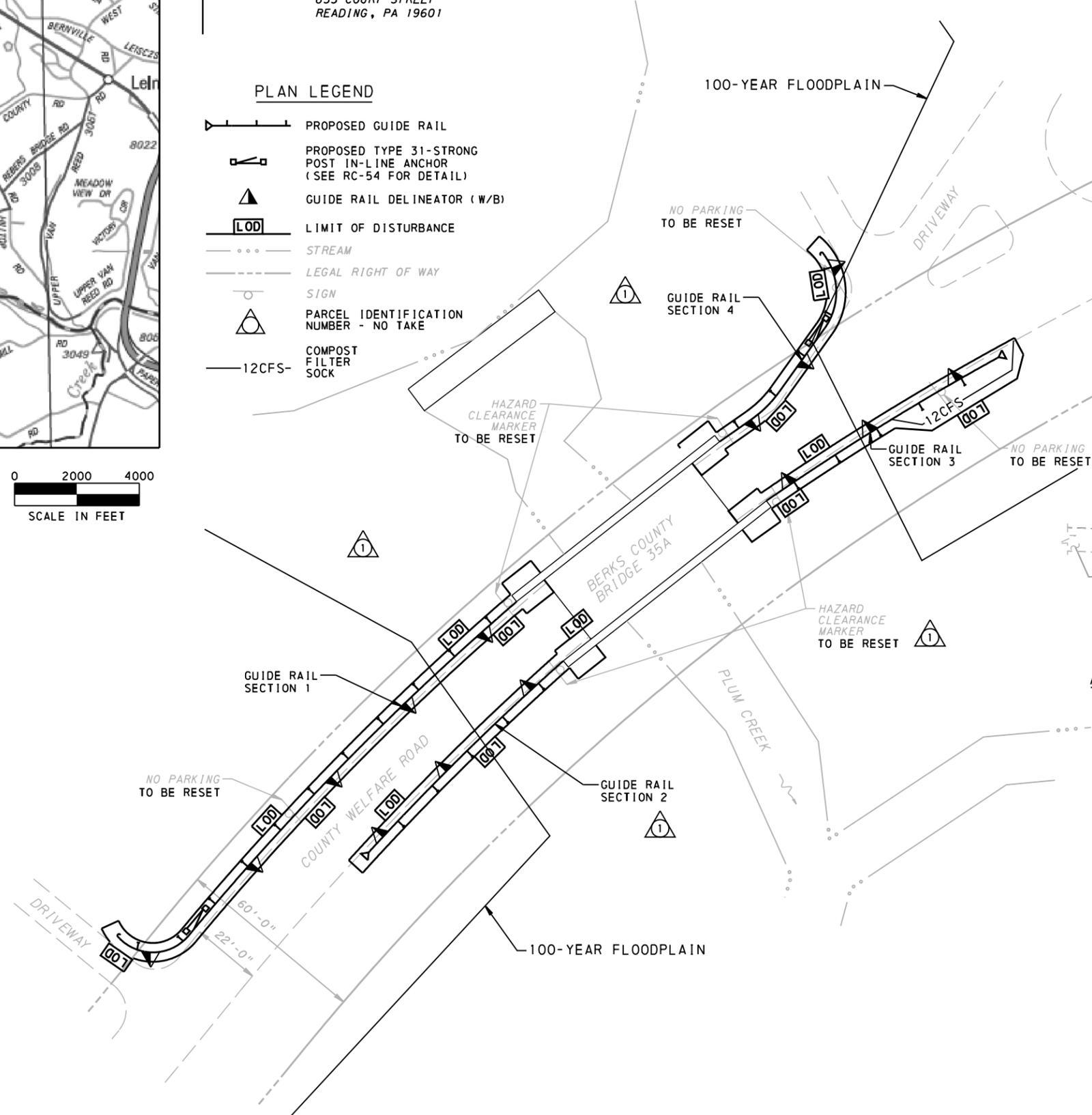


LOCATION MAP



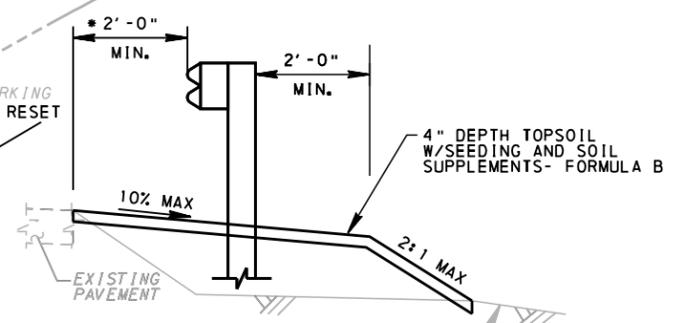
GUIDE RAIL SECTION NO.	GUIDE RAIL SEQUENCE
1	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL, EXTRA LENGTH POSTS -125.00 FT. TYPE 31-S GUIDE RAIL, EXTRA LENGTH POSTS -25.00 FT. TYPE 31-S GUIDE RAIL, EXTRA LENGTH POSTS, 15 FT. RADIUS -TERMINAL SECTION, SINGLE
2	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL -25.00 FT. TYPE 31-S GUIDE RAIL -37.50 FT. PERMANENT IMPACT ATTENUATING DEVICE, TYPE 11, TEST LEVEL 3, TANGENT (MASH)
3	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL, EXTRA LENGTH POSTS -25.00 FT. TYPE 31-S GUIDE RAIL, EXTRA LENGTH POSTS -37.50 FT. PERMANENT IMPACT ATTENUATING DEVICE, TYPE 11, TEST LEVEL 3, TANGENT (MASH), MODIFIED
4	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL -25.00 FT. TYPE 31-S GUIDE RAIL -25.00 FT. TYPE 31-S GUIDE RAIL, 20 FT. RADIUS -TERMINAL SECTION, SINGLE

- LIST OF PROPERTY OWNERS**
- ① BERKS COUNTY, COUNTY TREASURERS OFFICE
633 COURT STREET
READING, PA 19601
- PLAN LEGEND**
- PROPOSED GUIDE RAIL
 - PROPOSED TYPE 31-STRONG POST IN-LINE ANCHOR (SEE RC-54 FOR DETAIL)
 - ▲ GUIDE RAIL DELINEATOR (W/B)
 - LOD LIMIT OF DISTURBANCE
 - STREAM
 - LEGAL RIGHT OF WAY
 - SIGN
 - △ PARCEL IDENTIFICATION NUMBER - NO TAKE
 - 12CFS— COMPOST FILTER SOCK



* TO OBTAIN MINIMUM DISTANCE FROM EDGE OF PAVEMENT, USE A MAXIMUM FLARE RATE OF 8:1.

APPROACH GUIDE RAIL DETAIL
NOT TO SCALE



* TO OBTAIN MINIMUM DISTANCE FROM EDGE OF PAVEMENT, USE A MAXIMUM FLARE RATE OF 8:1.

APPROACH GUIDE RAIL DETAIL
GUIDE RAIL SECTION 3 END TREATMENT
N. T. S.

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

NO.	DATE	REVISION

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

COUNTY BRIDGE GUIDE RAIL MAINTENANCE
BERKS COUNTY BRIDGE 35A
COUNTY WELFARE ROAD OVER PLUM CREEK
BERN TOWNSHIP

E&S PLAN AND DETAILS

JOB NO.: 5368.03 DRWN: GMK DATE: 9/17/2020
SCALE: N. T. S. CHKD: JRB SHEET: 1 OF 2

APPENDIX “B”

CONSTRUCTION PLANS

SHEET INDEX BLOCK

DESCRIPTION	SHEET
TITLE SHEET	1
GENERAL NOTES AND DETAILS	2
34B - CONSTRUCTION PLAN	3
35A - CONSTRUCTION PLAN	4

BERKS COUNTY

DRAWINGS
FOR
CONSTRUCTION
OF

GUIDE RAIL IMPROVEMENT PROJECT

INVITATION TO BID #20-19-GR

COUNTY BRIDGE No. 34B, OLD PHILLY PIKE OVER LEAF CREEK, AMITY TOWNSHIP
COUNTY BRIDGE No. 35A, COUNTY WELFARE ROAD OVER PLUM CREEK, BERN TOWNSHIP

NO.	DATE	REVISION

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

COUNTY BRIDGE GUIDE RAIL
IMPROVEMENT PROJECT

TITLE SHEET

GENERAL NOTES:

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

NOTIFY THE COUNTY CONSERVATION DISTRICT THREE (3) DAYS PRIOR TO THE START OF EARTH DISTURBANCE. TELEPHONE NUMBER: (610) 372-4657.

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

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

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

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

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

ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER UNDISTURBED AREAS.

ADDRESS ALL AREAS REQUIRING INTERIM OR FINAL STABILIZATION WITHIN SEVENTY-TWO (72) HOURS OF COMPLETION OF DISTURBANCE.

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

OBTAIN E&SPC PLAN APPROVAL FOR ALL OFF-SITE WASTE AND BORROW AREAS FROM THE BERKS COUNTY CONSERVATION DISTRICT OR PA DEP, AND FULLY IMPLEMENT THE PLAN PRIOR TO ACTIVATING THE SITE.

REMOVE AS LITTLE NATURAL VEGETATIVE COVER AS NECESSARY TO ACHIEVE PROPER GRADING. PROTECT EXISTING TREES AND SHRUBS TO ELIMINATE UNNECESSARY DAMAGE.

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

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

GENERAL NOTES (CONTINUED):

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

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

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

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

ENSURE THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL.

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

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

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

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

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

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

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

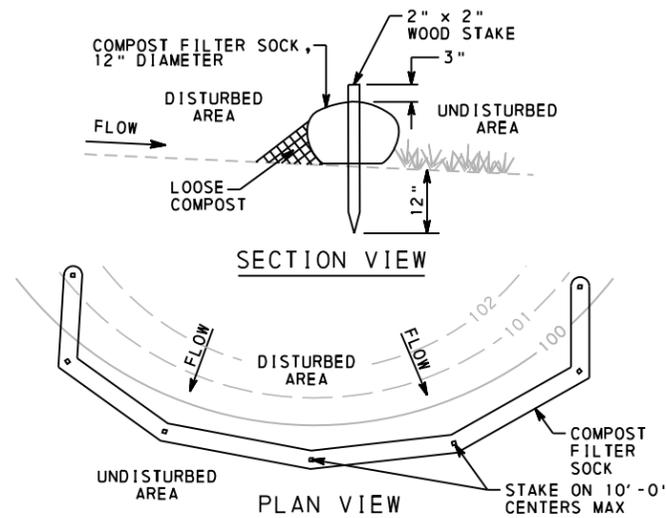
IF FURTHER ASSISTANCE IS NEEDED FOR THE PROPER IMPLEMENTATION OF THIS PLAN CONTACT THE BERKS COUNTY CONSERVATION DISTRICT AT (610) 372-4655.

EROSION AND SEDIMENT POLLUTION CONTROL IMPLEMENTATION:

NO SIGNIFICANT EARTH DISTURBANCE ACTIVITIES ARE ANTICIPATED TO COMPLETE THIS WORK, THEREFORE EROSION AND SEDIMENT CONTROL MEASURES MAY NOT BE SHOWN ON THE PLANS. IF WORK DOES RESULT IN EARTH DISTURBANCE AT ANY TIME, THE CONTRACTOR SHALL IMMEDIATELY INSTALL PERIMETER CONTROL COMPOST FILTER SOCKS IN ACCORDANCE WITH THE DETAIL BELOW AND REGRADE, SEED AND MULCH AS SPECIFIED TO STABILIZE THE AREA. EROSION AND SEDIMENT POLLUTION CONTROL MEASURES MUST REMAIN IN PLACE UNTIL DISTURBED AREA ACHIEVES FINAL STABILIZATION.

COMPOST FILTER SOCK NOTES:

1. REMOVE DEPOSITS WHEN SEDIMENT ACCUMULATION IS ONE THIRD THE HEIGHT OF THE EXPOSED COMPOST FILTER BERM OR ONE HALF OF THE EXPOSED COMPOSTED FILTER SOCK.
2. PLACE COMPOST FILTER SOCK/BERM ON LEVEL GRADE. EXTEND BOTH ENDS OF THE COMPOST FILTER SOCK/BERM AT LEAST 8'-0" UPSLOPE AT 45° TO THE MAIN ALIGNMENT.
3. REPLACE THE BIODEGRADABLE FILTER SOCK AFTER 6 MONTHS; PHOTODEGRADABLE AFTER 12 MONTHS.
4. ANY SECTION WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A TEMPORARY ROCK FILTER OUTLET (SEE DETAIL ABOVE).



COMPOST FILTER SOCK, 12" DIAMETER

NOT TO SCALE
(TO BE USED AS NEEDED OR AS DIRECTED)

CALL BEFORE YOU DIG!

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

PA1 System Inc.

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

REFER TO APPENDIX "A" FOR PADEP GENERAL PERMIT AUTHORIZATIONS, INCLUDING ASSOCIATED EROSION AND SEDIMENT POLLUTION CONTROL PLANS.

NO.	DATE	REVISION

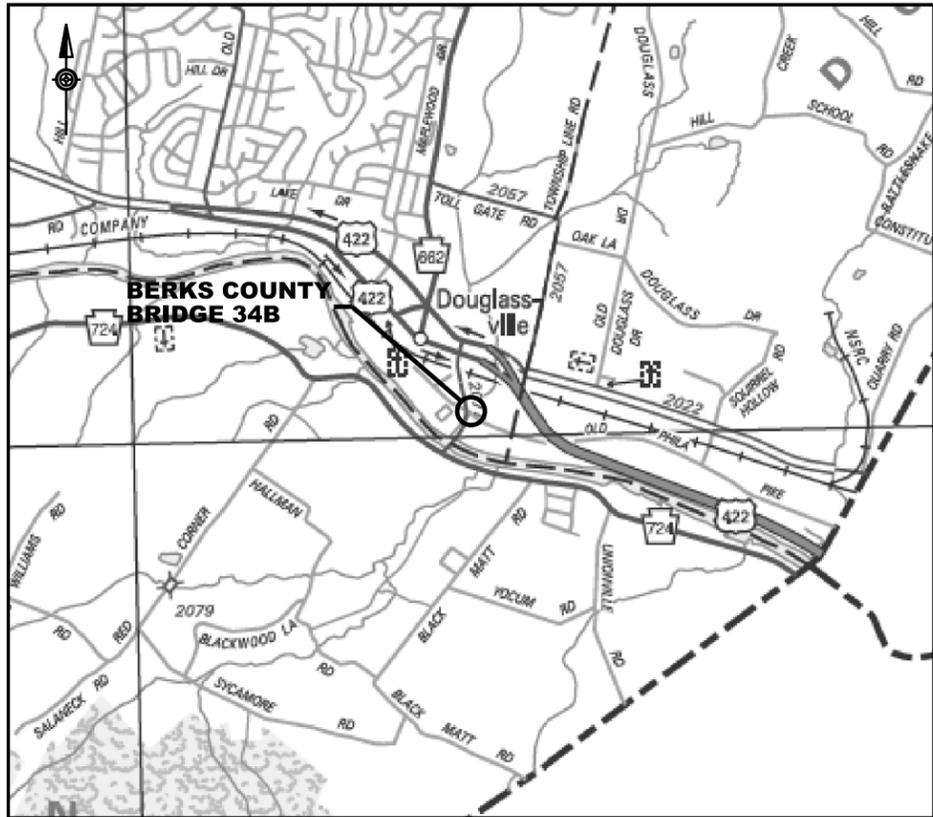
SEEDING AND SOIL SUPPLEMENT SPECIFICATIONS								
FORMULA AND SPECIES	SEEDING RATE LBS. PER 1000 S. Y.	SOIL SUPPLEMENTS		MULCHING LBS. PER 1000 S. Y.	% BY MASS	MINIMUM %		MAX. % WEED SEED
		LIMESTONE	FERTILIZER			PURITY	GERMINATION	
		LBS./1000 S. Y.	LBS./1000 S. Y.					
FORMULA B: -PERENNIAL RYEGRASS MIXTURE -CREEPING RED OR CHEWING FESCUE -KENTUCKY BLUEGRASS MIX -ANNUAL RYEGRASS	44.0 TOTAL 8.5 12.5 21.0 2.0	800	0	1200 (STRAW)	20.0 30.0 45.0 5.0	97.0 97.0 97.0 95.0	90.0 85.0 80.0 90.0	0.10 0.10 0.15 0.10
FORMULA D: -TALL FESCUE -CREEPING RED OR CHEWING FESCUE -ANNUAL RYEGRASS	50.0 TOTAL 30.0 15.0 5.0	800	0	1200 (STRAW)	60.0 30.0 10.0	96.0 97.0 95.0	85.0 85.0 90.0	0.10 0.10 0.10
FORMULA E: -ANNUAL RYE GRASS	10.0 TOTAL 10.0	800	0	1200 (HAY)	100.0	95.0	90.0	0.10

(TO BE USED AS NEEDED OR AS DIRECTED)

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

**COUNTY BRIDGE GUIDE RAIL
IMPROVEMENT PROJECT**

GENERAL NOTES AND DETAILS



LOCATION MAP

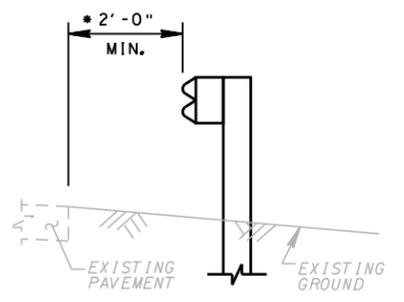


LIST OF PROPERTY OWNERS

- ① JEREMY KRAMER & LEAH BOWEN
207 OLD PHILADELPHIA PIKE
DOUGLASSVILLE, PA 19518
- ② PATRICIA & JOSEPH KANDLER
571 PORTERS MILL ROAD
POTTSTOWN, PA 19465

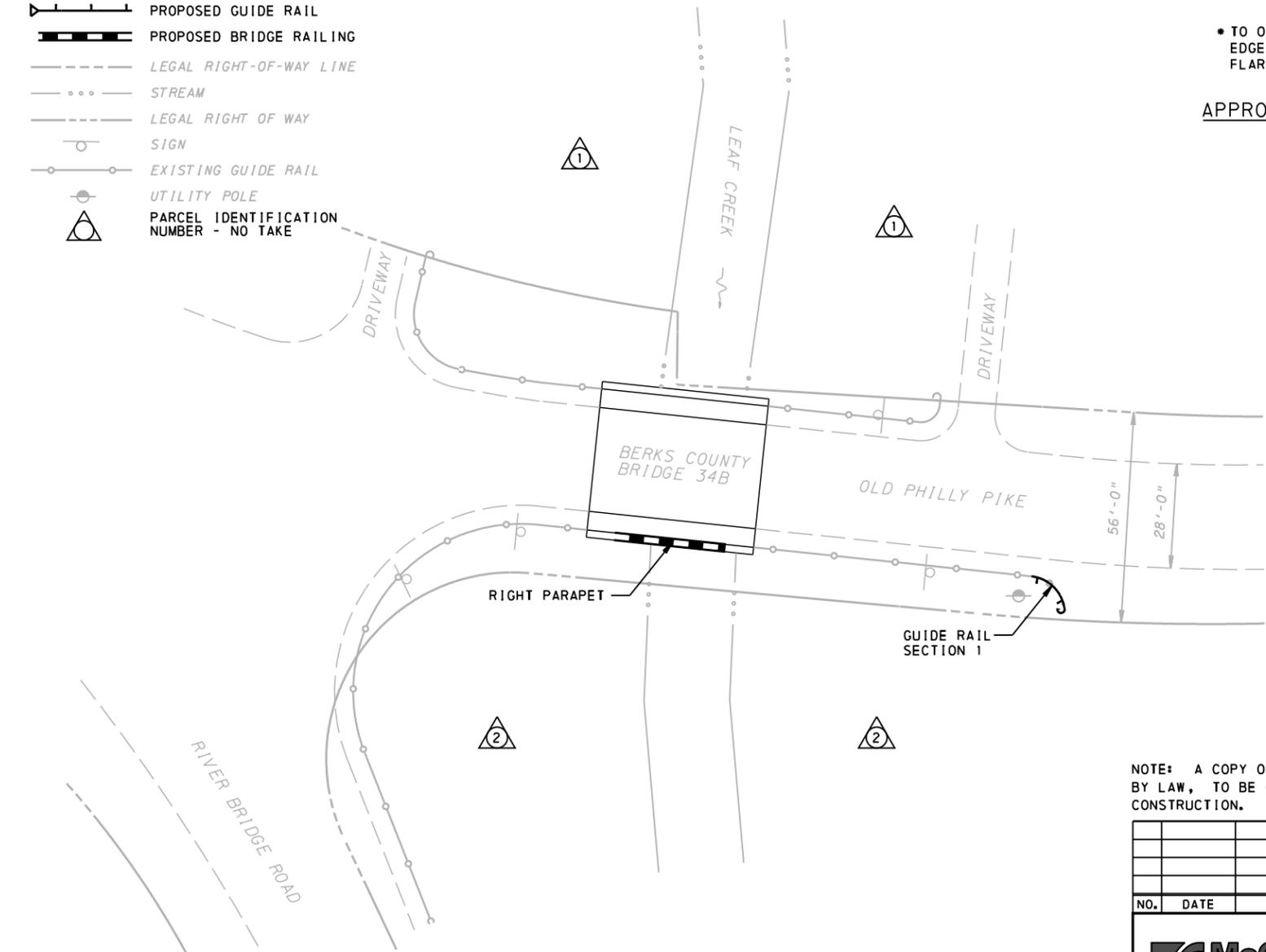
PLAN LEGEND

- PROPOSED GUIDE RAIL
- PROPOSED BRIDGE RAILING
- LEGAL RIGHT-OF-WAY LINE
- STREAM
- LEGAL RIGHT OF WAY
- SIGN
- EXISTING GUIDE RAIL
- UTILITY POLE
- PARCEL IDENTIFICATION NUMBER - NO TAKE



* TO OBTAIN MINIMUM DISTANCE FROM EDGE OF PAVEMENT, USE A MAXIMUM FLARE RATE OF 8:1.

APPROACH GUIDE RAIL DETAIL
NOT TO SCALE



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

GUIDE RAIL SECTION NO.	GUIDE RAIL SEQUENCE
1	<p>REMOVE:</p> <ul style="list-style-type: none"> -12.50 FT. DAMAGED EXISTING GUIDE RAIL -DAMAGED EXISTING TERMINAL SECTION, SINGLE <p>INSTALL:</p> <ul style="list-style-type: none"> -12.50 FT. TYPE 31-S GUIDE RAIL, 10 FT. RADIUS -TERMINAL SECTION, SINGLE
RIGHT PARAPET	<p>REMOVE:</p> <ul style="list-style-type: none"> -30.00 FT. DAMAGED EXISTING BRIDGE RAILING <p>INSTALL:</p> <ul style="list-style-type: none"> -30.00 FT. BRIDGE RAILING, IN KIND

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO START OF WORK.
3. INSTALL TRAFFIC CONTROL MEASURES AS SPECIFIED. ONE 10'-0" TRAVEL-WAY SHALL REMAIN OPEN AT ALL TIMES.
4. REMOVE EXISTING DAMAGED GUIDE RAIL AS INDICATED.
5. INSTALL GUIDE RAIL AS INDICATED AND IN ACCORDANCE WITH PUB. 72.
6. ONCE WORK IS COMPLETE, RESTORE SITE TO STABILIZED PRE-CONSTRUCTION CONDITION AND REMOVE TRAFFIC CONTROL MEASURES, AS NECESSARY.

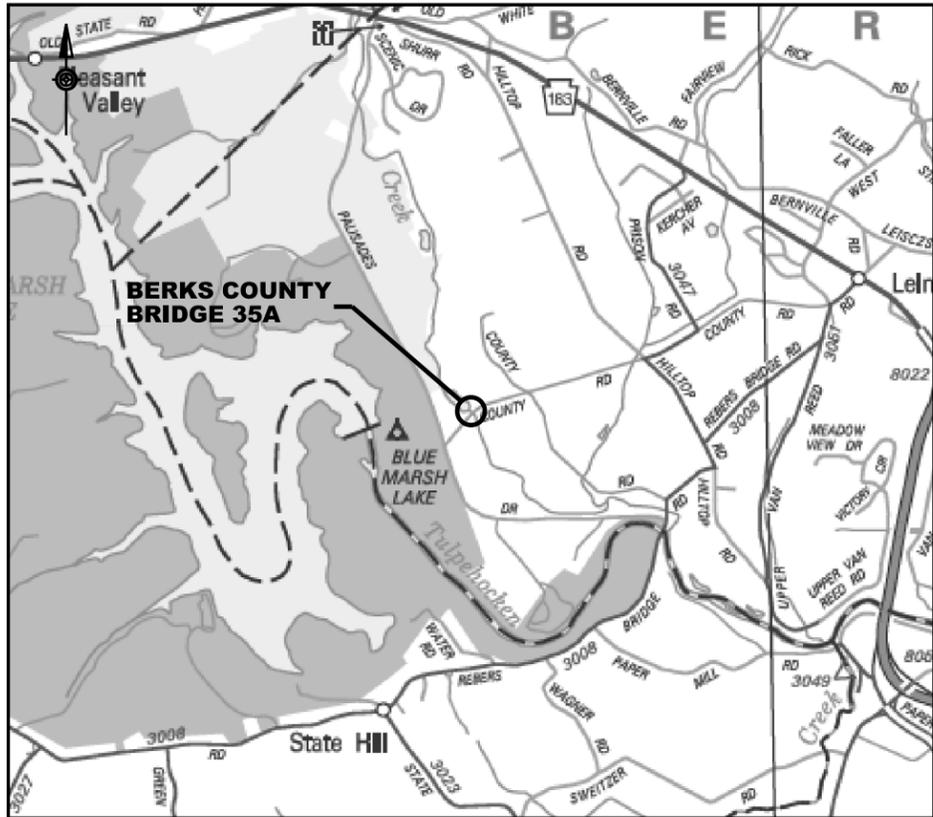
NO.	DATE	REVISION

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

COUNTY BRIDGE GUIDE RAIL MAINTENANCE
BERKS COUNTY BRIDGE 34B
OLD PHILLY PIKE OVER LEAF CREEK
AMITY TOWNSHIP

CONSTRUCTION PLAN

JOB NO.: 5368.03 DRWN: GMK DATE: 5/22/2020
SCALE: N.T.S. CHKD: JRB SHEET: 1 OF 1



LOCATION MAP



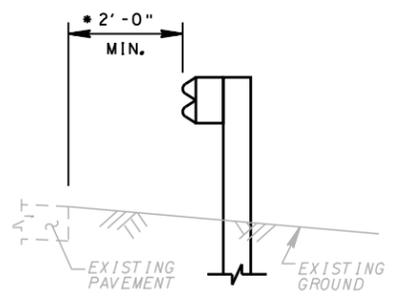
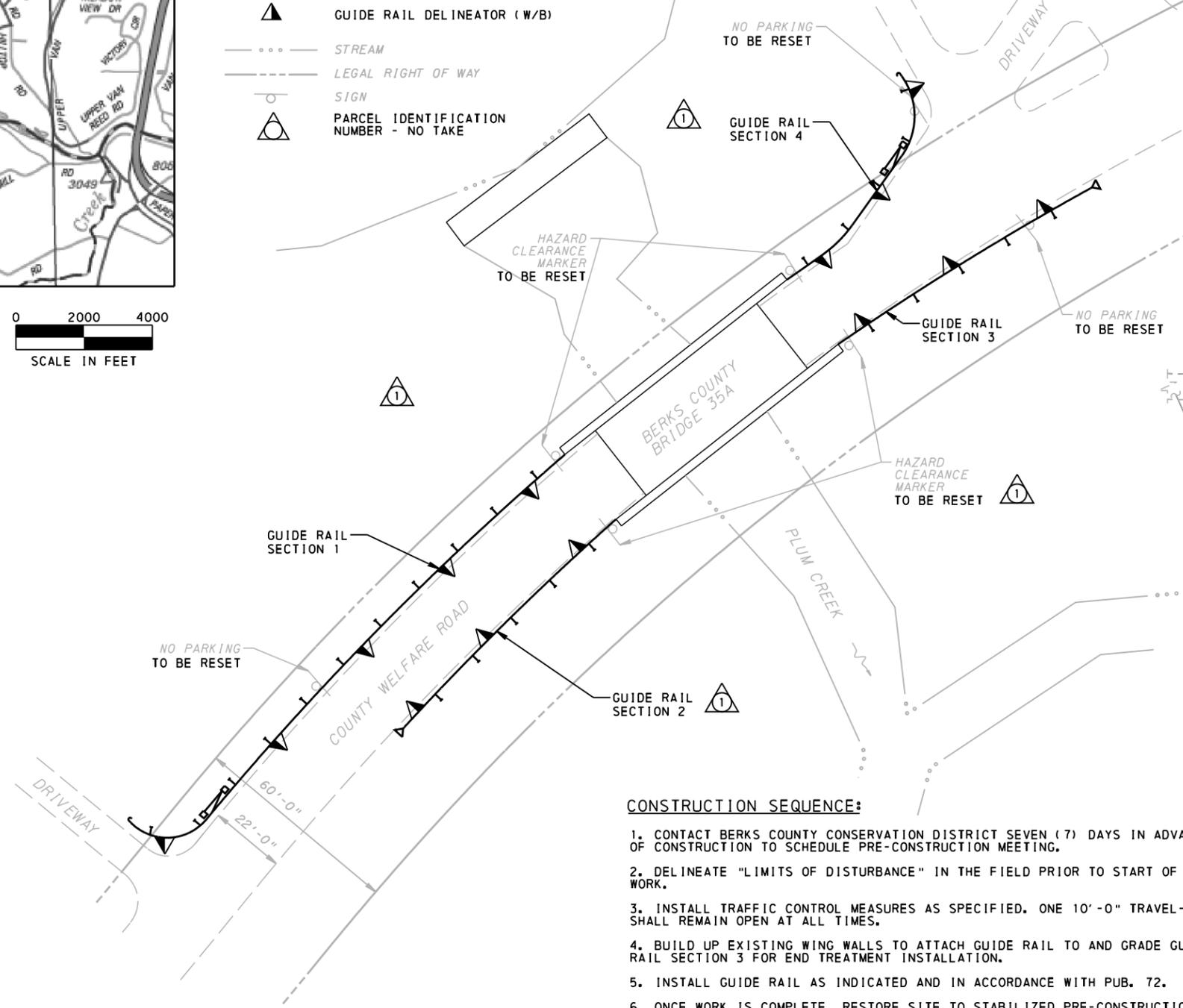
GUIDE RAIL SECTION NO.	GUIDE RAIL SEQUENCE
1	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL, EXTRA LENGTH POSTS -125.00 FT. TYPE 31-S GUIDE RAIL, EXTRA LENGTH POSTS -25.00 FT. TYPE 31-S GUIDE RAIL, EXTRA LENGTH POSTS, 15 FT. RADIUS -TERMINAL SECTION, SINGLE
2	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL -25.00 FT. TYPE 31-S GUIDE RAIL -37.50 FT. PERMANENT IMPACT ATTENUATING DEVICE, TYPE 11, TEST LEVEL 3, TANGENT (MASH)
3	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL, EXTRA LENGTH POSTS -25.00 FT. TYPE 31-S GUIDE RAIL, EXTRA LENGTH POSTS -37.50 FT. PERMANENT IMPACT ATTENUATING DEVICE, TYPE 11, TEST LEVEL 3, TANGENT (MASH), MODIFIED
4	INSTALL: -12.50 FT. TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT -12.50 FT. TYPE 31-SC GUIDE RAIL -25.00 FT. TYPE 31-S GUIDE RAIL -25.00 FT. TYPE 31-S GUIDE RAIL, 20 FT. RADIUS -TERMINAL SECTION, SINGLE

LIST OF PROPERTY OWNERS

① BERKS COUNTY, COUNTY TREASURERS OFFICE
 633 COURT STREET
 READING, PA 19601

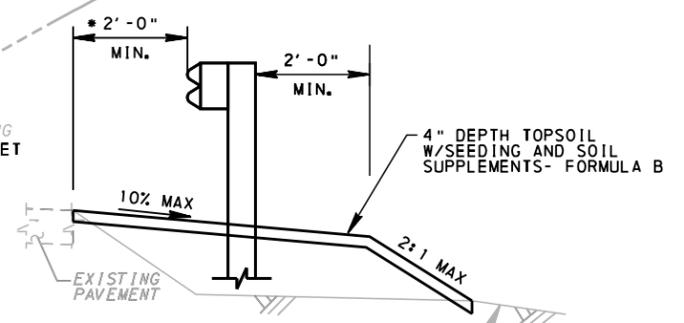
PLAN LEGEND

- PROPOSED GUIDE RAIL
- PROPOSED TYPE 31-STRONG POST IN-LINE ANCHOR (SEE RC-54 FOR DETAIL)
- ▲ GUIDE RAIL DELINEATOR (W/B)
- STREAM
- - - LEGAL RIGHT OF WAY
- SIGN
- △ PARCEL IDENTIFICATION NUMBER - NO TAKE



* TO OBTAIN MINIMUM DISTANCE FROM EDGE OF PAVEMENT, USE A MAXIMUM FLARE RATE OF 8:1.

APPROACH GUIDE RAIL DETAIL
 NOT TO SCALE



* TO OBTAIN MINIMUM DISTANCE FROM EDGE OF PAVEMENT, USE A MAXIMUM FLARE RATE OF 8:1.

APPROACH GUIDE RAIL DETAIL
 GUIDE RAIL SECTION 3 END TREATMENT
 N. T. S.

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

CONSTRUCTION SEQUENCE:

1. CONTACT BERKS COUNTY CONSERVATION DISTRICT SEVEN (7) DAYS IN ADVANCE OF CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. DELINEATE "LIMITS OF DISTURBANCE" IN THE FIELD PRIOR TO START OF WORK.
3. INSTALL TRAFFIC CONTROL MEASURES AS SPECIFIED. ONE 10'-0" TRAVEL-WAY SHALL REMAIN OPEN AT ALL TIMES.
4. BUILD UP EXISTING WING WALLS TO ATTACH GUIDE RAIL TO AND GRADE GUIDE RAIL SECTION 3 FOR END TREATMENT INSTALLATION.
5. INSTALL GUIDE RAIL AS INDICATED AND IN ACCORDANCE WITH PUB. 72.
6. ONCE WORK IS COMPLETE, RESTORE SITE TO STABILIZED PRE-CONSTRUCTION CONDITION AND REMOVE TRAFFIC CONTROL MEASURES. PLACE TOPSOIL, SEED AND MULCH AS NECESSARY.

NO.	DATE	REVISION

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

COUNTY BRIDGE GUIDE RAIL MAINTENANCE
 BERKS COUNTY BRIDGE 35A
 COUNTY WELFARE ROAD OVER PLUM CREEK
 BERN TOWNSHIP

CONSTRUCTION PLAN

JOB NO.: 5368.03 DRWN: GMK DATE: 5/22/2020
 SCALE: N. T. S. CHKD: JRB SHEET: 1 OF 1

APPENDIX “C”

PREVAILING WAGE RATES

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Berks County Guide Rail Improvements 2020
Awarding Agency:	Berks County
Contract Award Date:	10/30/2020
Serial Number:	20-05966
Project Classification:	Highway
Determination Date:	9/23/2020
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: 20-05966 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	6/29/2020		\$34.80	\$28.01	\$62.81
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$29.40	\$20.35	\$49.75
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$34.11	\$15.19	\$49.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.53	\$15.57	\$50.10
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.04	\$15.96	\$51.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$35.64	\$16.36	\$52.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.33	\$16.77	\$53.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$30.05	\$16.05	\$46.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$16.20	\$45.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$30.18	\$16.65	\$46.83
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$30.88	\$17.10	\$47.98
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$31.77	\$17.41	\$49.18
Cement Finishers	5/1/2017		\$35.87	\$12.93	\$48.80
Cement Masons	5/1/2019		\$31.00	\$22.68	\$53.68
Cement Masons	5/1/2020		\$30.90	\$20.80	\$51.70
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Drywall Finisher	5/1/2017		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.58	\$19.64	\$48.22
Drywall Finisher	5/1/2020		\$29.33	\$20.01	\$49.34
Electricians	9/1/2017		\$34.77	\$21.77	\$56.54

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Electricians	9/1/2018		\$36.02	\$22.51	\$58.53
Electricians	9/1/2019	8/31/2020	\$36.77	\$23.53	\$60.30
Electricians	9/1/2020		\$37.77	\$24.07	\$61.84
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Floor Coverer	5/1/2019		\$31.54	\$17.89	\$49.43
Floor Coverer	5/1/2020		\$32.66	\$17.89	\$50.55
Floor Layer	5/1/2017		\$30.80	\$16.71	\$47.51
Glazier	5/1/2017		\$34.69	\$18.05	\$52.74
Glazier	5/1/2018		\$35.69	\$18.35	\$54.04
Glazier	5/1/2019	4/30/2020	\$35.53	\$20.06	\$55.59
Glazier	5/1/2020	4/30/2021	\$35.53	\$21.51	\$57.04
Glazier	5/1/2021		\$35.53	\$22.86	\$58.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Laborers (Class 01 - See notes)	5/1/2017		\$21.57	\$15.04	\$36.61
Laborers (Class 01 - See notes)	5/1/2018	4/30/2019	\$22.07	\$15.59	\$37.66
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$23.02	\$15.92	\$38.94
Laborers (Class 01 - See notes)	5/1/2020		\$23.77	\$16.22	\$39.99
Laborers (Class 02 - See notes)	5/1/2017		\$23.57	\$15.04	\$38.61
Laborers (Class 02 - See notes)	5/1/2018		\$24.07	\$15.59	\$39.66
Laborers (Class 02 - See notes)	5/1/2019	4/30/2020	\$25.02	\$15.92	\$40.94
Laborers (Class 02 - See notes)	5/1/2020		\$24.07	\$17.92	\$41.99
Laborers (Class 02 - See notes)	5/1/2020		\$25.77	\$16.22	\$41.99
Laborers (Class 03 - See notes)	5/1/2017		\$25.57	\$15.58	\$41.15
Laborers (Class 03 - See notes)	5/1/2018	4/30/2019	\$25.82	\$15.84	\$41.66
Laborers (Class 03 - See notes)	5/1/2019		\$26.87	\$15.94	\$42.81
Laborers (Class 03 - See notes)	5/3/2020		\$27.77	\$16.24	\$44.01
Laborers (Class 03 - See notes)	5/2/2021		\$28.67	\$16.24	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$29.62	\$16.24	\$45.86
Laborers (Class 03 - See notes)	4/30/2023		\$30.22	\$16.84	\$47.06
Laborers (Class 04 - See notes)	5/1/2017		\$26.77	\$15.58	\$42.35
Laborers (Class 04 - See notes)	5/1/2018	4/30/2019	\$27.32	\$15.84	\$43.16
Laborers (Class 04 - See notes)	5/1/2019		\$28.37	\$15.94	\$44.31
Laborers (Class 04 - See notes)	5/3/2020		\$29.27	\$16.24	\$45.51
Laborers (Class 04 - See notes)	5/2/2021		\$30.17	\$16.24	\$46.41
Laborers (Class 04 - See notes)	5/1/2022		\$31.12	\$16.24	\$47.36
Laborers (Class 04 - See notes)	4/30/2023		\$31.72	\$16.84	\$48.56
Laborers (Class 05 - See notes)	5/1/2017		\$27.27	\$15.58	\$42.85
Laborers (Class 05 - See notes)	5/1/2018	4/30/2019	\$27.82	\$15.84	\$43.66
Laborers (Class 05 - See notes)	5/1/2019		\$28.87	\$15.94	\$44.81

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/3/2020		\$29.77	\$16.24	\$46.01
Laborers (Class 05 - See notes)	5/2/2021		\$30.67	\$16.24	\$46.91
Laborers (Class 05 - See notes)	5/1/2022		\$31.62	\$16.24	\$47.86
Laborers (Class 05 - See notes)	4/30/2023		\$32.22	\$16.84	\$49.06
Laborers (Class 06 - See notes)	5/1/2017		\$22.92	\$15.04	\$37.96
Laborers (Class 06 - See notes)	5/1/2018	4/30/2019	\$23.42	\$15.59	\$39.01
Laborers (Class 06 - See notes)	5/1/2019		\$24.37	\$15.92	\$40.29
Laborers (Class 06 - See notes)	5/1/2020		\$24.37	\$16.97	\$41.34
Laborers (Class 06 - See notes)	5/1/2020		\$25.12	\$16.22	\$41.34
Marble Mason	5/1/2017		\$30.14	\$14.75	\$44.89
Marble Mason	5/1/2018		\$30.76	\$15.13	\$45.89
Marble Mason	5/1/2019		\$31.37	\$15.52	\$46.89
Marble Mason	5/1/2020		\$31.97	\$15.92	\$47.89
Marble Mason	5/1/2021		\$32.56	\$16.33	\$48.89
Millwright	7/1/2017		\$36.49	\$18.93	\$55.42
Millwright	5/1/2018		\$37.84	\$19.64	\$57.48
Millwright	5/1/2019		\$39.14	\$20.08	\$59.22
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.31	\$19.77	\$48.08
Painters Class 1 (see notes)	5/1/2020		\$28.91	\$20.42	\$49.33
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$31.21	\$19.78	\$50.99
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Plasterers (Use Cement Masons)	5/1/2018		\$29.00	\$21.30	\$50.30
Plasterers	5/1/2017		\$24.23	\$21.38	\$45.61
Plasterers	5/1/2019		\$32.08	\$21.86	\$53.94
Plasterers	5/1/2020		\$32.88	\$22.31	\$55.19
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
plumber	5/1/2019		\$45.92	\$31.72	\$77.64
plumber	8/1/2020		\$47.43	\$32.86	\$80.29
Plumbers	5/1/2017		\$44.39	\$30.60	\$74.99
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$37.26	\$38.97	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Steamfitters	5/1/2017		\$46.99	\$32.67	\$79.66
Steamfitters	5/1/2019		\$49.93	\$35.82	\$85.75
Steamfitters	5/1/2020		\$51.73	\$37.07	\$88.80
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$30.14	\$14.75	\$44.89
Tile Setter	5/1/2018		\$30.76	\$15.13	\$45.89
Tile Setter	5/1/2019		\$31.37	\$15.52	\$46.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2021		\$32.56	\$16.33	\$48.89
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$36.88	\$15.49	\$52.37
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$39.12	\$15.49	\$54.61
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$27.12	\$13.83	\$40.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2016		\$21.09	\$13.83	\$34.92
Carpenter - Rodman I (Survey & Layout)	5/1/2019	4/30/2020	\$25.66	\$12.39	\$38.05
Carpenter - Rodman I (Survey & Layout)	5/1/2020	4/30/2021	\$27.22	\$12.39	\$39.61
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter - Rodman II (Survey & Layout)	5/1/2016		\$18.69	\$13.83	\$32.52
Carpenter	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenters	6/1/2017		\$30.92	\$14.14	\$45.06
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	7/1/2106		\$31.95	\$27.65	\$59.60
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2020		\$22.41	\$17.69	\$40.10
Laborers (Class 01 - See notes)	5/1/2021		\$23.21	\$18.09	\$41.30
Laborers (Class 01 - See notes)	5/1/2022		\$24.01	\$18.54	\$42.55
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	5/1/2020		\$29.03	\$17.69	\$46.72
Laborers (Class 02 - See notes)	5/1/2021		\$29.83	\$18.09	\$47.92
Laborers (Class 02 - See notes)	5/1/2022		\$30.63	\$18.54	\$49.17
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2020		\$26.02	\$17.69	\$43.71
Laborers (Class 03 - See notes)	5/1/2021		\$26.82	\$18.09	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$27.62	\$18.54	\$46.16
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2020		\$26.37	\$17.69	\$44.06
Laborers (Class 04 - See notes)	5/1/2021		\$27.17	\$18.09	\$45.26
Laborers (Class 04 - See notes)	5/1/2022		\$27.97	\$18.54	\$46.51
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2020		\$27.04	\$17.69	\$44.73
Laborers (Class 05 - See notes)	5/1/2021		\$27.84	\$18.09	\$45.93
Laborers (Class 05 - See notes)	5/1/2022		\$28.64	\$18.54	\$47.18
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 06 - See notes)	5/1/2020		\$26.46	\$17.69	\$44.15
Laborers (Class 06 - See notes)	5/1/2021		\$27.26	\$18.09	\$45.35
Laborers (Class 06 - See notes)	5/1/2022		\$28.06	\$18.54	\$46.60
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2020		\$26.75	\$17.69	\$44.44
Laborers (Class 07 - See notes)	5/1/2021		\$27.55	\$18.09	\$45.64
Laborers (Class 07 - See notes)	5/1/2022		\$28.35	\$18.54	\$46.89
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2020		\$27.23	\$17.69	\$44.92
Laborers (Class 08 - See notes)	5/1/2021		\$28.03	\$18.09	\$46.12
Laborers (Class 08 - See notes)	5/1/2022		\$28.83	\$18.54	\$47.37
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Class 02 - All Types of Cranes, Backhoes, Shovels)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$36.25	\$26.85	\$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 3 (see notes)	5/1/2019		\$37.31	\$19.78	\$57.09
Painters Class 3 (see notes)	5/1/2020		\$37.91	\$20.43	\$58.34
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2020		\$57.45	\$36.93	\$94.38
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 20-05966 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

APPENDIX “D”

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

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.

APPENDIX “E”

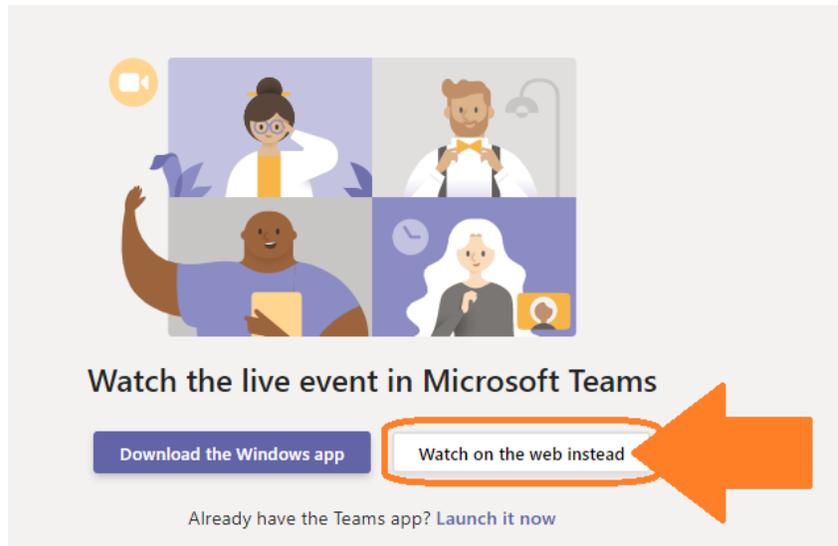
INSTRUCTIONS FOR MICROSOFT TEAMS LIVE EVENT

How to Join a Teams Live Event

Teams works best in Edge or Chrome. It does not work in Internet Explorer.

The Meeting

- Step # 1. Go to the Purchasing ITB page on the County website at [https://www.co.berks.pa.us/Dept/Purchasing/Pages/InvitationstoBid\(ITB\)andRequestforProposals\(RFP\).aspx](https://www.co.berks.pa.us/Dept/Purchasing/Pages/InvitationstoBid(ITB)andRequestforProposals(RFP).aspx) the Teams Live Event link for the Bid Opening will be posted with each specific Bid Request.
- Step # 2. Click on the meeting link associated with the Bid you are interested in.
- Step # 3. Click Watch on the web instead.



- Step # 4. You will be prompted to download the Teams app, Open in web browser (Edge or Chrome) or Launch the Teams app if you already have it. You can select Join on the web instead and join as a guest. If you have used Teams in the past, launch the app and use a verified account.



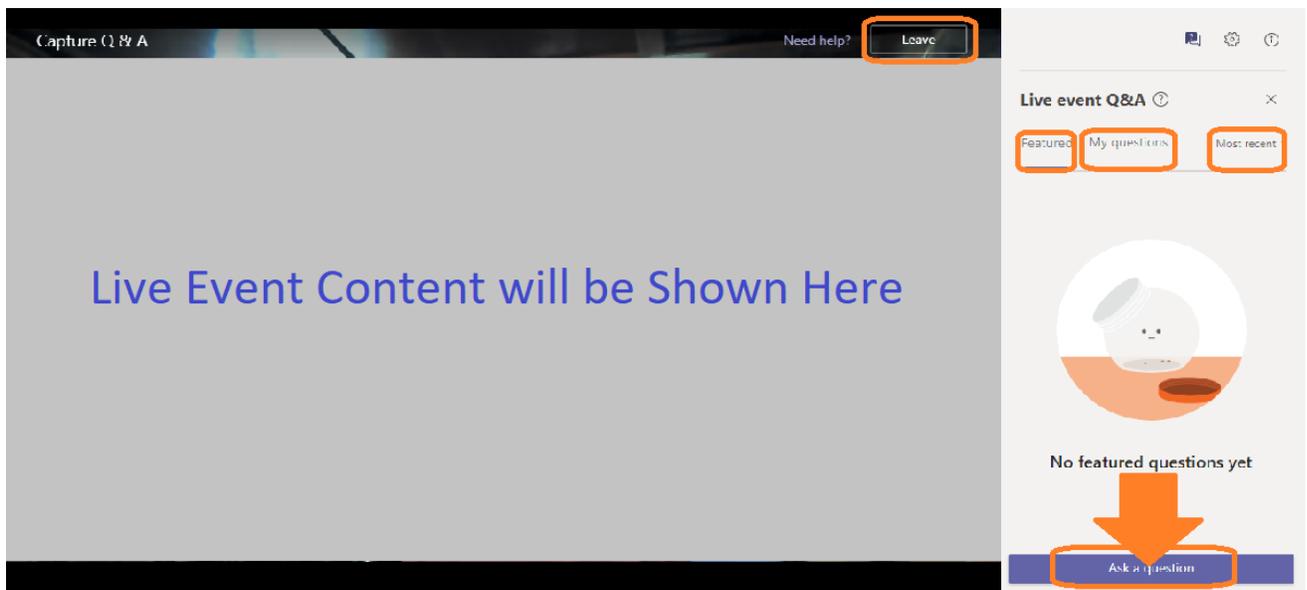
Step # 5. You have successfully joined the meeting. Your and all other Public participants video and microphones will not be used during the event. All of you will see and hear what is being presented. If you cannot hear presenters, be sure your speaker is not muted or at 0%.

Step # 6. You can submit a question or view questions asked by others in the panel on the right in the Live Q & A. Click the Ask a Question button in lower right-hand corner to submit your question. Questions will either be replied to in the Live Q & A section on the right or read and responded to during the event. That will be determined by the presenters during the Live event. Live Q & A has three tabs:

- a. Featured
- b. My questions
- c. Most Recent

Move between the tabs to see what others have asked and responses received as well as review your own questions and responses received.

Step # 7. To end the Live event, use the Leave button in upper right-hand side of the screen.



End of process